

TOWN COUNCIL

MEETING

PACKET

March 2, 2015

Agenda
Monday, March 2, 2015
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM



MISSION STATEMENT-*"The mission of the government of the Town of Johnstown is to provide leadership based upon trust and integrity, commitment directed toward responsive service delivery, and vision for enhancing the quality of life in our community."*

Members of the audience are invited to speak at the Council meeting. Public Comment (item No. 5) 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. If you wish to speak at the Town Council meeting, please fill out a sign-up sheet and present it to the Town Clerk.

- 1) **CALL TO ORDER**
 - A) Pledge of Allegiance
- 2) **ROLL CALL**
- 3) **AGENDA APPROVAL**
- 4) **RECOGNITIONS AND PROCLAMATIONS**
- 5) **PUBLIC COMMENT (three-minute limit per speaker)**

*The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to have an item discussed or if there is public comment on those ordinances marked with an *asterisk. The Council member may then move to have the subject item removed from the Consent Agenda for discussion separately.*

- 6) **CONSENT AGENDA**
 - A) Town Council Meeting –February 18, 2015
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) *Public Hearing (First Reading) – An Ordinance Amending Section 8-47(b)(2) of the Johnstown Municipal Code Concerning the Time Period for the Temporary Parking of Passenger Vehicles with Attached Trailers, Campers or Boats
 - B) Consider Award of Contract for State Highway 60 Water Main Project – Dietzler Construction Corp.
 - C) Consider Award of Contract for Geotechnical Services for S. Parish Road Widening Project and State Highway 60 Water Main Project- CTL Thompson, Inc.
 - 10) **COUNCIL REPORTS AND COMMENTS**
 - 11) **MAYOR'S COMMENTS**
 - 12) **ADJOURN**
-



NOTICE OF ACCOMODATION

If you need special assistance to participate in the meeting, please contact the Town Clerk at (970) 587-4664. Notification at least 72 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to the meeting.

AGENDA ITEM 6A

CONSENT

AGENDA

- **Council Minutes – February 18, 2015**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 2, 2015

ITEM NUMBER: 6A

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: The following items are included on the Consent Agenda, which may be approved by a single motion approving the Consent Agenda:

A) Town Council Minutes-February 18, 2015

LEGAL ADVICE: The entire Consent Agenda may be approved by a motion of the Town Council approving the Consent Agenda, which automatically approves each and every item listed on the Consent Agenda. If a Council member wishes to have a specific discussion on an individual item included with the Consent Agenda, they may move to remove the item from the Consent Agenda for discussion.

FINANCIAL ADVICE: N/A

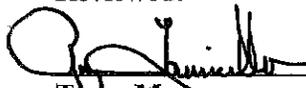
RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:



Town Manager

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Wednesday, February 18, 2015 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Romanowski led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Berg, James, Lebsack, Mellon and Townsend

Those absent were: Councilmember Molinar Jr.

Also present: Avi Rocklin, Town Attorney, Roy Lauricello, Town Manager, John Franklin, Town Planner, Brian Phillips, Chief of Police, Tom Hellen, Public Works Director and Diana Seele, Town Clerk/Treasurer

Agenda Approval

Councilmember Lebsack made a motion seconded by Councilmember Berg to approve the Agenda. Motion carried with a unanimous vote.

Consent Agenda

Councilmember Mellon made a motion seconded by Councilmember James to approve the Consent Agenda with the following items included:

- February 2, 2015 Town Council meeting minutes
- Payment of Bills
- January Financial Statements

Motion carried with a unanimous vote.

New Business

A. Consider Tavern Liquor License Renewal for Cassidy's Sports Grill – Councilmember James made a motion seconded by Councilmember Mellon to approve the tavern liquor license renewal for Cassidy's Sports Grill. Motion carried with a unanimous vote.

B. Consider Professional Services Agreement for Town Server and Workstation Upgrade Services – Councilmember Berg made a motion seconded by Councilmember Townsend to approve the Professional Services Agreement with Greystone Technology Group, Inc. in an amount not to exceed \$5,625.00 and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

C. Consider Resolution No. 2015-03, Adopting Optional Fine Procedures for violations of the Colorado Liquor Code Pursuant to C.R.S. 12-47-601 – (7) – There is a provision in the Colorado Liquor Code, C.R.S. 12-47-101 that allows the local licensing authority to accept a payment in lieu of suspending a license. This provision may be implemented by a local licensing authority only after the governing body of the municipality adopts a resolution or ordinance to accept the

optional procedures set forth in C.R.S. 12-47-601 (3) through (6). Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve Resolution No. 2015-03, Adopting Optional Fine Procedures for Violations of the Colorado Liquor Code Pursuant to C.R.S. 12-47-601. Motion carried with a unanimous vote.

D. Consider Award of Contract for South Parish Avenue Road Widening Project – Mountain Constructors, Inc. – The project consists of widening South Parish Avenue, connecting the existing gravel trail along the east side of Parish, crossing at Weld County Road 46 including pedestrian signals, and proceeding up the west side of South Parish Avenue to connect to the existing Pioneer Ridge Subdivision sidewalk. Also included is widening the Little Thompson River bridge and extending the Hillsborough Canal culvert. Two firms submitted bids for the project, based upon a review of the bids it is recommended the bid be awarded to Mountain Constructors, Inc. Councilmember Lebsack made a motion seconded by Councilmember James to award the contract for the South Parish Avenue Road Widening Project to Mountain Constructors, Inc. in a total amount not to exceed \$1,100,002.50 and also, authorize the Town Manager to approve change orders in an amount not to exceed 10% of the contract amount, and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

E. Consider Resolution No. 2015-04, Appropriating Additional Sums of Money to Defray Expenses and Transfers in Excess of Amounts Budgeted for the Town of Johnstown, Colorado – The Impact Fee Fund is anticipated to exceed the adopted budget. Resolution 2015-04 appropriates additional monies in the 2015 Impact Fee Fund budget. Councilmember James made a motion seconded by Councilmember Berg to approve Resolution No. 2015-04, a Resolution Appropriating Additional Sums of Money to Defray Expenses and Transfers in Excess of Amounts Budgeted for the Town of Johnstown, Colorado. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 7:46 p.m.

Mayor

Town Clerk/Treasurer

AGENDA ITEM 9A

AMENDMENT

TO

MUNICIPAL CODE

(Section 8-47(b)(2))

**(Restricted Parking – Trailers, Camper,
Boats)**

(Ordinance No. 2015-137-First Reading)

(*Public Hearing)

PUBLIC HEARING PROCEDURE- (*First Reading) Ordinance No. 2015-137,
An Ordinance Amending Section 8-47(b)(2) of the Johnstown Municipal Code
concerning the Time Period for the Temporary Parking of Passenger Vehicles with
Attached Trailers, Campers or Boats

1. Open public hearing.
2. Receive information from staff.
3. Ask to hear from anyone who supports the ordinance.
4. Ask to hear from anyone who opposes the ordinance.
5. Close the public hearing.
6. Ask for discussion.
7. Make decision and/or motion from Council.
 - a. Need motion to approve or deny.

(SUGGESTED MOTIONS):

For Approval: I move to approve Ordinance No. 2015- 137 on first reading.

For Denial: I move to deny approval of Ordinance No. 2015-137 on first reading.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 2, 2015

ITEM NUMBER: 9A

SUBJECT: *Public Hearing (1st Reading) Ordinance No. 2015-137, An Ordinance Amending Section 8-47(b)(2) of the Johnstown Municipal Code Concerning the Time Period for the Temporary Parking of Passenger Vehicles With Attached Trailers, Campers or Boats.

ACTION PROPOSED: Approve Ordinance No. 2015-137 on First Reading

PRESENTED BY: Chief of Police and Town Attorney

AGENDA ITEM DESCRIPTION: The attached Ordinance amends Section 8-47 (b) (2) of the Johnstown Municipal Code by extending the time period that a passenger vehicle with an attached trailer, camper or boat may be temporarily parked from twenty-four (24) hours to forty-eight (48) hours.

According to the Chief of Police, the amendment would not have a negative impact on the current enforcement of the ordinance by police department personnel.

LEGAL ADVICE:

FINANCIAL ADVICE: N/A

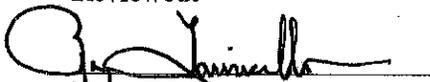
RECOMMENDED ACTION: Approve Ordinance No. 2015-137 on first reading.

SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance No. 2015-137 on first reading.

For Denial: I move to deny approval of Ordinance No. 2015-137 on first reading.

Reviewed:


Town Manager

ORDINANCE

No. 2015-137

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2015-137

**AN ORDINANCE AMENDING SECTION 8-47(b)(2) OF THE
JOHNSTOWN MUNICIPAL CODE CONCERNING THE TIME PERIOD
FOR THE TEMPORARY PARKING OF PASSENGER VEHICLES
WITH ATTACHED TRAILERS, CAMPERS OR BOATS**

WHEREAS, Section 8-47(b)(2) of the Johnstown Municipal Code provides that a passenger vehicle with an attached trailer, camper or boat may be temporarily parked for a period not to exceed twenty-four (24) hours; and

WHEREAS, a citizen of the Town of Johnstown requested that the Town Council permit the temporary parking of such vehicles for a period not to exceed forty-eight (48) hours; and

WHEREAS, the Johnstown Police Department investigated the request and reported to the Town Council that an expansion of the time period would not be inconsistent with the Police Department's policies and procedures and would not impair the health and safety of Johnstown's citizens; and

WHEREAS, the Town Council deems it to be in the best interests of the Town of Johnstown to expand the time period for the temporary parking of passenger vehicles with an attached trailer, camper or boat to forty-eight (48) hours.

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

Section 1. Section 8-47(b)(2) of the Johnstown Municipal Code shall be amended to read:

Sec. 8-47. Restricted parking of trailers, campers and boats on streets

(b)(2) Temporary parking of passenger vehicles, such as automobiles and pickup trucks, with attached trailers, campers or boats for a period not to exceed forty-eight (48) hours;

Section 2. Publication and Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2015.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2015.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

AGENDA ITEM 9B

**AWARD
OF
CONTRACT
(State Highway 60 Water Main Project)
(Dietzler Construction)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 2, 2015

ITEM NUMBER: 9B

SUBJECT: Consider Award of Contract for State Highway 60 Water Main Project – Dietzler Construction Corp.

ACTION PROPOSED: Award Contract to Dietzler Construction Corp.

PRESENTED BY: Public Works Director, Town Manager and Town Attorney

AGENDA ITEM DESCRIPTION: A design contract for the State Highway 60, 16" Water Main Project was awarded to TST Inc. of Denver Consulting Engineers (TST) on May 5, 2014. Construction drawings for the project prepared by TST were completed in December. On January 8, 2015 a request for bids for the project was advertised in the Johnstown Breeze, sent to the Colorado Contractors Association and also sent to several contractors. A pre-bid meeting was held on January 22, 2015 attended by 11 contractors.

The project consists of the replacement of the existing 12" steel water transmission main on the south side of State Highway 60 between Colorado Boulevard and Telep Avenue with a new 16" PVC water transmission main.

. The following firms submitted bids in response to the Town's solicitation for the project:

- 1) Dietzler Construction Corp. - **\$646,323.23**
- 2) GLH Construction - \$936,379.71
- 3) Hammerlund Construction LLC - \$942,500.00
- 4) Iron Woman Construction - \$969,514.00
- 5) J-2 Contracting - \$987,931.40
- 6) E-Z Excavation - \$1,098,500.00

The engineer's preliminary estimate was \$650,550.

Based upon a review of the bids by Town staff, it is recommended the contract for the State Highway 60 Water Main Project be awarded to Dietzler Construction Corp. in an amount not to exceed \$646,323.23.

LEGAL ADVICE: The Town Attorney has reviewed the contract and bid documents.

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds have been budgeted for the project.

RECOMMENDED ACTION: Award contract to Dietzler Construction Corp.

SUGGESTED MOTIONS:

For Approval: I move to award the contract for the State Highway 60 Water Main to Dietzler Construction Corp. in a total amount not to exceed **\$646,323.23** and also, authorize the Town Manager to approve change orders in an amount not to exceed **ten (10%)** of the contract amount, and authorize the Mayor to sign the agreement.

For Denial: I move to deny awarding the contract for the State Highway 60 Water Main to Dietzler Construction Corp.

Reviewed:


Town Manager

AGREEMENT

1.5.8 AGREEMENT

THIS AGREEMENT, made this 2nd day of March, 2015, by and between the Town of Johnstown, hereinafter called "TOWN", and Dietzler Construction Corp. doing business as Dietzler Construction hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of **Highway 60 Water Main**.
2. The CONTRACTOR shall furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR shall commence and complete the work required by the Contract Documents in accordance with the date stated in the Special Conditions, which dates may be subsequently modified by the Notice to Proceed or otherwise extended by the Contract Documents.
4. The CONTRACTOR agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of Six Hundred Forty Six Thousand Three Hundred Twenty Three and 23/100 Dollars (\$646,323.23) for the **Highway 60 Water Main** with final payment based on actual quantities, determined as provided in the Contract Documents
5. The term "Contract Documents" means and includes the following, all of which are material terms and incorporated as if fully set forth herein:

- (A) Invitation for Bids
- (B) Information for Bidders
- (C) Non-Collusion Statement
- (D) Bid Proposal
- (E) Bid Schedule
- (F) Bid Bond
- (G) Notice of Award
- (H) Acceptance of Notice
- (I) Agreement
- (J) Payment Bond
- (K) Performance Bond
- (L) Certificates of Insurance
- (M) Notice to Proceed
- (N) Special Conditions
- (O) General Conditions
- (P) Specifications
- (Q) Drawings Dated _____
- (R) Change Order
- (S) Addendum

No. 1 _____, dated February 2, 2015
No. 2 _____, dated February 3, 2015

No. _____, dated _____, 2015

- (T) Notice of Contractor's Settlement
- (U) Final Receipt and Guarantee
- (V) Notice Regarding Illegal Aliens
- (W) Project Special Provisions
- (X) Other

6. The TOWN shall pay the CONTRACTOR in the manner and at such time as set forth in the Contract Documents.
7. Pursuant to § 24-91-103.6, C.R.S., as may be amended from time to time, the TOWN has appropriated the money necessary to fund this project. No change order or other form of directive shall be issued by the TOWN requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract amount, unless the CONTRACTOR is given written assurance by the TOWN that lawful appropriations have been made by the TOWN to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of this Agreement.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
10. Colorado Labor Clause: Contractor agrees, pursuant to Title 8, Article 17, C.R.S., that Contractor shall employ Colorado labor (as defined below in this paragraph) to perform the Work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed under this Agreement. "Colorado labor" as used in this Agreement means any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, each of which shall be deemed an original on the date first written above.

THE TOWN OF JOHNSTOWN

BY _____

NAME Mark Romanowski

TITLE Mayor

CONTRACTOR

BY DIETZLER CONSTRUCTION

NAME [Signature]

TITLE PRESIDENT

ADDRESS 100 GATEWAY CIR
BETHUNDA, CO
80153

(SEAL)

ATTEST:

NAME [Signature]

TITLE Secretary

ATTEST:

NAME [Signature]

TITLE OPERATIONS MGR

APPROVED AS TO FORM:

Johnstown Town Attorney

AGENDA ITEM 9C

**AWARD
OF
CONTRACT**

(Geotechnical Services)

**(S. Parish Ave. Road Widening and State
Highway 60 Water Main Projects)**

(CTL Thompson, Inc.)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 2, 2015

ITEM NUMBER: 9C

SUBJECT: Consider Award of Contract for Geotechnical Services for the S. Parish Road Widening Project and State Highway 60 16" Water Main Project to CTL Thompson, Inc.

ACTION PROPOSED: Award Contract to CTL Thompson, Inc.

PRESENTED BY: Public Works Director and Town Attorney

AGENDA ITEM DESCRIPTION: Requests for Proposals were sent to five Geotechnical consulting firms on February 9, 2015 with an anticipated scope of services for both the S. Parish Road Widening Project and the State Highway 60 Water Main Project. Two firms, CTL Thompson, Inc. and Kumar & Associates, Inc., returned proposals by February 18, 2015, as requested.

The S. Parish Road Widening Project consists of widening S. Parish Avenue, connecting to the existing gravel trail along the east side of Parish, crossing at Weld County Road (WCR) 46 including pedestrian signals, and proceeding up the west side of S. Parish Avenue to connect to the existing Pioneer Ridge Subdivision sidewalk. Also included is widening the Little Thompson River bridge and extending the Hillsborough Canal culvert.

The State Highway 60 Water Main Project consists of the replacement of the existing 12" steel water transmission main on the south side of State Highway 60 between Colorado Boulevard and Telep Avenue with a new 16" PVC water transmission main.

Based upon a review of the proposals by the Public Works Director, it is recommended the contract for the geotechnical services be awarded to CTL Thompson, Inc. as the low cost provider in a total amount not to exceed **\$6,090** for the S. Parish Road Widening Project and **\$4,330** for the State Highway 60 Water Main Project.

LEGAL ADVICE: The professional services agreement is the Town's standard professional services agreement which was prepared by the Town Attorney.

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds have been budgeted for the services.

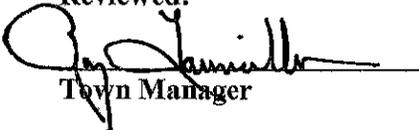
RECOMMENDED ACTION: Award contract to CTL Thompson.

SUGGESTED MOTION:

For Approval: I move to award the contract for Geotechnical consulting services to CTL Thompson, Inc. in a total amount not to exceed **\$6,090** for the S. Parish Road Widening Project and **\$4,330** for State Highway 60 Water Main Project, and authorize the Town Manager to approved change orders in an amount not to exceed **ten percent (10%)** of the contract amount and also authorize the Mayor to sign the agreement.

For Denial: I move to deny awarding the contract to CTL Thompson, Inc.

Reviewed:


Town Manager

CONTRACT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this 2nd day of March, 2015, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and CTL Thompson, Inc., hereinafter referred to as "Consultant."

WHEREAS, the Town needs geotechnical services to conduct materials testing services for both the South Parish Avenue Road Widening Project and the State Highway 60 16" Water Main Project, and;

WHEREAS, Consultant has the background, expertise, and education to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, it is agreed as follows:

The Consultant will provide geotechnical services, more specifically defined as follows:

1. **Scope of Services.** Consultant shall perform professional services as outlined in the proposals dated February 17, 2015 and attached as Exhibit A.
2. **Term of Agreement.**
 - A. Consultant will proceed with the performance of the services called for in the attached proposals dated February 17, 2015 and attached as Exhibit A, and shall comply with the requirements of Exhibit B.
 - B. In providing these services, Consultant will work directly with the Town Engineer and under his direction.
3. **Compensation.** The Town agrees to pay Consultant the fee as outlined on the attached Exhibit A, an amount not to exceed \$6,090 for the South Parish Avenue Road Widening Project and \$4,330 for the State Highway 60 16" Water Main Project. Payment for services will be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement by project to the Town.
4. **General Terms.**
 - A. Consultant agrees to indemnify and hold harmless the Town and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including reasonable attorney's fees arising out of or resulting from the negligent acts or omissions of Consultant or its subcontractor in the performance of services as set forth in this Agreement.
 - B. **Modifications.** This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.

- C. **Independent Contractor.** Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent contractors and not employees or agents of the Town, and therefore, benefits such as medical, workers compensation, etc., shall not be available to Consultant.
- D. **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.
- E. **Neutrality.** The Consultant assures that it will establish safeguards to prohibit its employees, agents, or servants from using this agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.
- No member of Town government, whether individual officers or employees, shall be admitted to any personal share, or afforded any pecuniary gain, remuneration, or part of this Agreement or any benefit that may arise therefrom.
- F. **Conflicts of Interest.** During the term of this Agreement, the Consultant shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the Town in writing.
- G. **Governing Law.** Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown.
- H. **Severability.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect, unless such determination is so material as to render the main purpose of this Agreement unworkable.
- I. **Transfer and Assignment.** The Consultant shall not assign or transfer its interest in this Agreement without the written consent of the Town. Any unauthorized assignment or transfer shall render this Agreement null, void, and of no effect as to the Town.

5. **Insurance**

- A. The Consultant agrees to obtain and maintain, at the Consultant's expense, such insurance as will protect the Consultant from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as will protect the Consultant from all claims for bodily injury, death, or property damage which may arise from the performance by the Consultant, or by the Consultant's employees, of the Consultant's functions and services required under this Agreement. The amounts of liability insurance shall not be less than \$150,000.00 per person/\$600,000.00 per accident and \$600,000.00 property damage. Consultant shall provide a Certificate of Insurance in accordance with the above requirements upon execution of this contract.
- B. The Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant.

6. **Termination**. Either party to this Agreement may terminate this Agreement with or without good cause shown by giving the other thirty (30) days notice in writing. Upon delivery of such notice by the Town to the Consultant, and upon expiration of the 30-day period, the Consultant shall discontinue all services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail the services performed under this Agreement to the date of termination.

The Town shall then pay the Consultant promptly that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed work prepared under this Agreement shall be delivered to the Town when and if this Agreement is terminated.

7. **Addresses of Notices and Communications**. All notices and communications under this Agreement to be mailed or delivered to Consultant shall be to the following address:

CTL Thompson, Inc.
Attn: Heather Grubb
400 N. Link Lane
Fort Collins, CO 80524

All notices and communications pertaining to this Agreement shall be mailed or delivered to the Town at the following address:

Town of Johnstown
Attn: Town Manager
P.O. Box 609
Johnstown, CO 80534

EXHIBIT A
CTL Thompson Proposals

Proposal



February 17, 2015

Town of Johnstown
450 S. Parish Avenue
Johnstown, Colorado 80534

Attention: Mr. Tom Hellen
Public Works Director

Subject: Proposal for Construction Observation and Materials Testing Services
Highway 60 – 16" Transmission Line Project
Johnstown, Colorado
Proposal Number: FC-15-0048

CTL | Thompson, Inc. is pleased to present this proposal for performing Construction Observation and Materials Testing (COMT) for the Highway 60 – 16" Transmission Line project located in Johnstown, Colorado. We understand the project consists of the installation of approximately 5,000 lf of waterline at a depth of about 5 feet. We anticipate COMT will include soil compaction testing for pipe trench backfill, trail subgrade, and asphalt subgrade, as well as asphalt and concrete testing.

We have enclosed our scope of services (Exhibit A) and our fee estimate (Exhibit B). It should be emphasized that the fee estimate is based on assumptions of frequencies of requests for testing based on similar projects. Testing frequencies will vary depending on the construction schedule and the contractor's schedule. Our final fees will be charged only for the site visits or tests requested and laboratory tests conducted at the unit rates presented in our fee estimate.

Thank you for considering CTL | Thompson, Inc. for your project. If we may be of further assistance, please contact us at your convenience.

Very truly yours,
CTL | THOMPSON, INC.

A handwritten signature in black ink, appearing to read "Heather Grubb".

Heather Grubb
Field Department Manager

Attachments: Exhibit A – Scope of Services
Exhibit B – Fee Estimate

Exhibit A – Scope of Services

Highway 60 – 16” Transmission Line Project



-
1. EARTHWORK OBSERVATION and DENSITY TESTING OF BACKFILL: CTL will be available each day on a part-time basis during the preparation of subgrade to observe the contractor's progress and methods, and to perform density tests as requested. Testing methods used will be in accordance with project specifications. Other laboratory testing will be conducted as deemed necessary or as requested by the Client to evaluate conformance of fill materials with project specifications.
 2. ASPHALT OBSERVATION AND DENSITY TESTING OF ASPHALT PAVEMENT: CTL will be available on a part-time basis after pavement construction. Testing will be performed in accordance with project specifications. Other laboratory testing will be conducted as deemed necessary or requested by the Client to evaluate conformance of materials with project specifications.
 3. CONCRETE TESTING: A representative of CTL will perform concrete testing in accordance with project specifications. A copy of information regarding each test will be given to the Client at the project site the day the concrete is sampled. Subsequent test results of compressive strength testing will be mailed to the Client and parties designated by the Client following testing at each age.

Exhibit B: Highway 60 - 16" Transmission Line Project

EARTHWORK

Compaction testing may be required for waterline trench backfill, asphalt subgrade, and trail subgrade. We estimate 20 site visits will be necessary for compaction testing.

Soil Compaction Testing	<u>20</u>	Visits	x	<u>2</u>	Hr/Visit	x	<u>\$60</u>	/Hr	=	\$2,400
Proctors	<u>3</u>	Tests				x	<u>\$100</u>	/Each	=	\$300
Classification	<u>3</u>	Tests				x	<u>\$120</u>	/Each	=	\$360
Subtotal:										\$3,060

ASPHALT

Compaction testing will be required during asphalt placement. We estimate 2 site visits will be necessary for this project.

Asphalt Testing	<u>2</u>	Days	x	<u>4</u>	Hr/Day	x	<u>\$60</u>	/Hr	=	\$480
Asphalt Content/Gradation	<u>2</u>	Tests				x	<u>\$200</u>	/Each	=	\$400
Max Theo Density	<u>2</u>	Tests				x	<u>\$100</u>	/Each	=	\$200
Subtotal:										\$1,080

CONCRETE

Concrete testing may be required for the trail. We estimate 1 test will be necessary.

Concrete Testing	<u>1</u>	Test	x	<u>3</u>	Hr/Visit	x	<u>\$50</u>	/Hr	=	\$150
Concrete Cylinders	<u>1</u>	Test	x	<u>4</u>	Cyl/Test	x	<u>\$10</u>	/Cyl	=	\$40
Subtotal:										\$190

TOTAL ESTIMATE										\$4,330
-----------------------	--	--	--	--	--	--	--	--	--	----------------

Proposal



February 17, 2015

Town of Johnstown
450 S. Parish Avenue
Johnstown, Colorado 80534

Attention: Mr. Tom Hellen
Public Works Director

Subject: Proposal for Construction Observation and Materials Testing Services
South Parish Road Multi-Use Path Project
Johnstown, Colorado
Proposal Number: FC-15-0049

CTL | Thompson, Inc. is pleased to present this proposal for performing Construction Observation and Materials Testing (COMT) for the South Parish Road Multi-Use Path project located in Johnstown, Colorado. We anticipate COMT will include soil compaction testing for embankment fill, structure backfill, and aggregate base course as well as concrete and asphalt testing. We have used the 2014 CDOT Frequency Guide for Minimum Materials Sampling, Testing, and Inspection and the scope provided in the Request for Proposal to estimate our testing.

We have enclosed a detailed scope of services (Exhibit A) and our fee estimate (Exhibit B). It should be emphasized that the fee estimate is based on assumptions of frequencies of requests for testing based on similar projects. Testing frequencies will vary depending on the construction schedule and the contractor's schedule. Our final fees will be charged only for the site visits or tests requested and laboratory tests conducted at the unit rates presented in our fee estimate.

Thank you for considering CTL | Thompson, Inc. for your project. If we may be of further assistance, please contact us at your convenience.

Very truly yours,
CTL | THOMPSON, INC.

A handwritten signature in black ink, appearing to read "Heather Grubb".

Heather Grubb
Field Department Manager

Attachments: Exhibit A – Scope of Services
Exhibit B – Fee Estimate

Exhibit A – Scope of Services



South Parish Road Multi-Use Trail Project

1. EARTHWORK OBSERVATION and DENSITY TESTING OF BACKFILL: CTL will be available each day on a part-time basis during the preparation of subgrade to observe the contractor's progress and methods, and to perform density tests as requested. Testing methods used will be in accordance with project specifications. Other laboratory testing will be conducted as deemed necessary or as requested by the Client to evaluate conformance of fill materials with project specifications.
2. ASPHALT OBSERVATION AND DENSITY TESTING OF ASPHALT PAVEMENT: CTL will be available on a part-time basis after pavement construction. Testing will be performed in accordance with project specifications. Other laboratory testing will be conducted as deemed necessary or requested by the Client to evaluate conformance of materials with project specifications.
3. CONCRETE TESTING: A representative of CTL will perform concrete testing in accordance with project specifications. A copy of information regarding each test will be given to the Client at the project site the day the concrete is sampled. Subsequent test results of compressive strength testing will be mailed to the Client and parties designated by the Client following testing at each age.

Exhibit B: South Parish Road Multi-Use Path Project

EARTHWORK

Compaction testing will be required for the embankment material, structure backfill, and aggregate base course. CDOT recommends 1 density test per 2,000 cy of embankment material with extra tests near a structure such as a bridge. We therefore estimate 7 tests (1 per 2,000 cy plus 1 on each side of the bridge). We anticipate 2 tests per site visit for a total of 4 site visits for compaction testing for the embankment fill and that 1 additional site visit would be required in advance to collect proctor samples. We would recommend 2 site visits to test the Class 1 structure backfill on each side of the bridge and 1 additional site visit to test the Class 2 structure backfill. We would also recommend 2 site visits to test the aggregate base course for each approach to the bridge. Therefore, we estimate a total of 10 site visits will be necessary for compaction testing. Laboratory testing as recommended by CDOT is detailed below:

Soil Compaction Testing	<u>10</u>	Visits	x	<u>2.5</u>	Hr/visit	x	<u>\$60</u>	/Hr	=	\$1,500
Embankment Fill Proctors	<u>2</u>	Tests				x	<u>\$100</u>	/Each	=	\$200
Embankment Fill Classifications	<u>2</u>	Tests				x	<u>\$120</u>	/Each	=	\$240
Class 1 Proctor	<u>1</u>	Test				x	<u>\$100</u>	/Each	=	\$100
Class 1 Classifications	<u>2</u>	Tests				x	<u>\$120</u>	/Each	=	\$240
Class 2 Proctor	<u>1</u>	Test				x	<u>\$100</u>	/Each	=	\$100
Basecourse Proctor	<u>1</u>	Test				x	<u>\$100</u>	/Each	=	\$100
Basecourse Classification	<u>1</u>	Test				x	<u>\$120</u>	/Each	=	\$120
Subtotal:										\$2,600

ASPHALT

Compaction testing will be required during asphalt placement. 1 density test is required per 200 lf per course. Therefore, we estimate 10 tests per course or 30 tests will be required. We anticipate we would perform 10 tests per site visit for a total of 3 site visits for this project. We would also collect 3 asphalt samples for laboratory testing (1 per course).

Asphalt Testing	<u>3</u>	Days	x	<u>8</u>	Hr/Day	x	<u>\$60</u>	/Hr	=	\$1,440
Specific Gravity	<u>3</u>	Tests				x	<u>\$50</u>	/Each	=	\$150
Asphalt Content/Gradation	<u>3</u>	Tests				x	<u>\$200</u>	/Each	=	\$600
Max Theo Density	<u>3</u>	Tests				x	<u>\$100</u>	/Each	=	\$300
Subtotal:										\$2,490

CONCRETE

Concrete testing will be required for the bridge, walls, and sidewalk. We understand a total of 5 tests consisting of 5 cylinders each will be necessary.

Concrete Testing	<u>5</u>	Tests	x	<u>3</u>	Hr/Visit	x	<u>\$50</u>	/Hr	=	\$750
Concrete Cylinders	<u>5</u>	Tests	x	<u>5</u>	Cyl/Test	x	<u>\$10</u>	/Cyl	=	\$250
Subtotal:										\$1,000

TOTAL ESTIMATE:	\$6,090
------------------------	----------------

EXHIBIT B
**REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS**

Contractor shall not:

1. Knowingly employ or contract with an illegal alien 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 an illegal alien 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 an illegal alien, 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 an illegal alien; 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 illegal alien; 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 illegal alien.

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.

