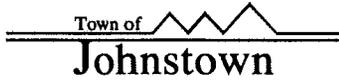


TOWN COUNCIL

MEETING

PACKET

October 3, 2016



Town Council

Agenda
Monday, October 3, 2016
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 Minutes –September 19, 2016
 - B) ***Second Reading**- Ordinance No. 2016-144, An Ordinance Repealing Johnstown Municipal Code Section 10-24(b)(1), Loitering for the Purpose of Begging
 - C) Grant Agreement with the State of Colorado Acting through the Colorado Department of Transportation, Division of Transit and Rail (Bus Replacement Project)
- 7) **STAFF REPORTS**
- 8) **OLD BUSINESS**
- 9) **NEW BUSINESS**
 - A) Consider Intergovernmental Agreement for Funding I-25 Improvements –Board of County Commissioners, Larimer County
 - B) Consider Professional Services Agreement with Felsburg Holt & Ullevig for Traffic Signal Design and Construction Drawing Preparation – US 34 at Larimer Parkway
 - C) Consider Award of Contract to DES for the 2016 Sewer Line Cleaning Project
- 10) **EXECUTIVE SESSION**
 - A) Conference with the Town Attorney Pursuant to C.R.S. Section 24-6-402(4)(b) Regarding Johnstown Lake
- 11) **COUNCIL REPORTS AND COMMENTS**
- 12) **MAYOR'S COMMENTS**
- 13) **ADJOURN**

WORK SESSION

- 1) Discussion of Revisions to Article II (Sewers) of Chapter 13 of the Johnstown Municipal Code



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-C

CONSENT

AGENDA

- **Council Minutes – September 19, 2016**
 - **Ordinance No. 2016-144**
(Repealing Johnstown Municipal Code
Section 10-24(b)(1)
(Loitering for Purpose of Begging)
(*2nd Reading)
 - **Grant Agreement**
(State of Colorado through CDOT,
Division of Transit and Rail)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 3, 2016

ITEM NUMBER: 6A-C

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 Meeting Minutes-September 19, 2016
- B) ***Second Reading**-Ordinance No. 2016-144, An Ordinance Repealing Johnstown Municipal Code Section 10-24(b)(1), Loitering for the Purpose of Begging
- C) ** Grant Agreement – State of Colorado Acting through the Colorado Department of Transportation, Division of Transit and Rail (Bus Replacement Project)

** A grant agreement between CDOT and the Johnstown Senior Center for the purchase of a new bus for seniors. CDOT awarded federal funds in the amount of \$64,000 for the bus and the Town (Senior Center) shall be obligated to pay \$16,000. The agreement has been reviewed by the Town Attorney and will require the Mayor's signature.

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

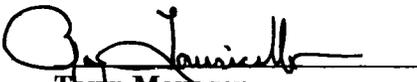
RECOMMENDED ACTION: Approve Consent Agenda

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 Monday, September 19, 2016 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor James led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Lebsack, Mellon, Mitchell and Young

Those absent were: Councilmember Davis

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

Agenda Approval

Councilmember Lebsack made a motion seconded by Councilmember Mellon to remove Item 4A and approve the amended Agenda. Motion carried with a unanimous vote.

Consent Agenda

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

- September 7, 2016 - Town Council Meeting Minutes
- Payment of Bills
- August Financial Statements
- Second Reading – ordinance No. 2016-143, An Ordinance Prohibiting the Operation of Recreational Marijuana Establishments and Marijuana Consumption Establishments, Superseding Ordinance No. 2013-126

Motion carried with a unanimous vote.

New Business

A. Public Hearing (First Reading) Ordinance No. 2016-144, An Ordinance Repealing Johnstown Municipal Code Section 10-24(b)(1), Loitering for the Purpose of Begging –

Mayor James opened the Public Hearing at 7:09 p.m. and having no public comment closed the hearing at 7:10 p.m.

Councilmember Lebsack made a motion seconded by Councilmember Young to approve Ordinance Number 2016-144 on first reading. An Ordinance Repealing Johnstown Municipal Code Section 10-24(b)(1), Loitering for the Purpose of Begging. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 7:12 p.m.

Mayor

Town Clerk/Treasurer

ORDINANCE
No. 2016-144
(*2nd Reading)

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2016-144

**AN ORDINANCE REPEALING
JOHNSTOWN MUNICIPAL CODE § 10-24(b)(1),
LOITERING FOR THE PURPOSE OF BEGGING**

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

WHEREAS, Johnstown Municipal Code § 10-24(b)(1) provides that it shall be unlawful for any person to “loiter for the purpose of begging;” and

WHEREAS, the Supreme Court, in *United States v. Kokinda*, 497 U.S. 720 (1990) (“*Kokinda*”), held that solicitation is a recognized form of speech protected by the First Amendment; and

WHEREAS, since the *Kokinda* decision, numerous courts have held that non-aggressive panhandling similarly constitutes constitutionally-protected speech, *see, e.g., Browne v. City of Grand Junction*, 136 F. Supp.3d 1276 (D. Colo. 2015); and

WHEREAS, due to the development of the law, the Town Council hereby finds that repealing Johnstown Municipal Code § 10-24(b)(1) is in the best interest of the Town; and

WHEREAS, the Town Council further finds that the remaining provisions of the Johnstown Municipal Code, with the repeal of § 10-24(b)(1), are sufficient to safeguard and protect the citizens of the Town.

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

Section 1. Repeal. Section 10-24(b)(1) of the Johnstown Municipal Code is hereby repealed.

Section 2. Renumber. Sections 10-24(b)(2)–(5) of the Johnstown Municipal Code shall be re-numbered respectively to hereinafter be referred to as Sections 10-24(b)(1)–(4).

Section 3. 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

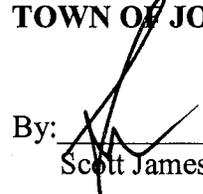
upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 19th day of September, 2016.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: 
Diana Seele, Town Clerk

By: 
Scott James, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ___ day of _____, 2016.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

AGREEMENT

STATE OF COLORADO
Colorado Department of Transportation
Division of Transit and Rail
FTA Section 5310 Grant Agreement
with
JOHNSTOWN SENIOR CENTER

TABLE OF CONTENTS

| | |
|--|----|
| 1. PARTIES | 1 |
| 2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY | 1 |
| 3. RECITALS | 2 |
| 4. DEFINITIONS | 2 |
| 5. TERM | 4 |
| 6. STATEMENT OF WORK / CONTRACT OBJECTIVE PLAN | 4 |
| 7. PAYMENTS TO GRANTEE | 5 |
| 8. REPORTING - NOTIFICATION | 6 |
| 9. GRANTEE RECORDS | 7 |
| 10. CONFIDENTIAL INFORMATION-STATE RECORDS | 8 |
| 11. CONFLICTS OF INTEREST | 8 |
| 12. REPRESENTATIONS AND WARRANTIES | 9 |
| 13. INSURANCE | 9 |
| 14. BREACH | 10 |
| 15. REMEDIES | 11 |
| 16. NOTICES and REPRESENTATIVES | 13 |
| 17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE | 13 |
| 18. GOVERNMENTAL IMMUNITY | 13 |
| 19. STATEWIDE CONTRACT MANAGEMENT SYSTEM | 13 |
| 20. GENERAL PROVISIONS | 14 |
| 21. COLORADO SPECIAL PROVISIONS | 15 |
| 22. SIGNATURE PAGE | 18 |
| 23. EXHIBIT A | 19 |
| 24. EXHIBIT B | 26 |
| 25. EXHIBIT C | 32 |
| 26. EXHIBIT D | 35 |
| 27. EXHIBIT E | 36 |
| 28. EXHIBIT F | 37 |
| 29. EXHIBIT G | 41 |

1. PARTIES

This Grant ("Grant") is entered into by and between JOHNSTOWN SENIOR CENTER ("Grantee"), and the STATE OF COLORADO acting by and through the Colorado Department of Transportation, Division of Transit and Rail ("State" or "CDOT"). Grantee and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee ("Effective Date"). Except as provided in Section 7(B)(ii), the State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c) as amended, and funds have been budgeted, appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

In accordance with 49 USC §5310, the purpose of this Grant is to provide funding to assist the transportation needs of elderly individuals and individuals with disabilities. The work to be completed under this Grant by the Grantee is more specifically described in **Exhibit A**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

"Budget" means the budget for the Work described in **Exhibit A**.

B. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in §6 and **Exhibits A, B, C and D**.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work and Budget), **Exhibit B** (Additional FTA Requirements), **Exhibit C** (Non-Discrimination Notice), **Exhibit D** (Certifications and Assurances), **Exhibit E** (Verification of Payment), **Exhibit F** (Supplemental Federal Provisions for Federally Funded Contracts, Grants, and Purchase Orders-FFATA) and **Exhibit G** (Supplemental Federal Provisions for Federal Awards).

D. Federal Funds

"Federal Funds" means the funds provided by the Federal Transit Administration ("FTA") to fund performance of the work.

E. Goods

"Goods" means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

"Grant" means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein.

G. Grant Funds

"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

H. Grantee

"Grantee" for the purposes of this Grant means the Grantee named in Section 1.

I. Local Funds

"Local Funds" means funds provided by any city, county, or entity (public or private) for performance of the Work and includes in-kind contribution.

- J. Master Agreement**
"Master Agreement" means the FTA document incorporated by reference and made part of FTA's standard terms and conditions governing the administration of a project supported with federal assistance awarded by FTA.
- K. Other than Urbanized (Non-urbanized) Area**
"Other than Urbanized (Nonurbanized) Area" means any area outside of an urbanized area. The term "nonurbanized area" includes Rural Areas and urban areas under 50,000 in population not included in an Urbanized Area.
- L. Party or Parties**
"Party" means the State or Grantee and "Parties" means both the State and Grantee.
- M. Project**
"Project" means Work identified in Exhibit A.
- N. Public Transportation**
"Public Transportation" for purposes of the federal transit program, has the same meaning as "transit," and "mass transportation," and:
(1) Includes transportation by a conveyance that provides regular and continuing:
a. General transportation to the public, or
b. Special transportation to the public, but
(2) Does not include:
a. School bus transportation,
b. Charter transportation
c. Sightseeing transportation,
d. Intercity bus transportation, or
e. Intercity passenger rail transportation provided by Amtrak or a successor to the entity described in 49 USC chapter 243 (Amtrak).
- O. Review**
"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6, §19 and Exhibit A.
- P. Rural Area**
"Rural Area" means an area with low population and density outside the boundaries of an urban area. However, the term "rural" is commonly used to refer to all areas other than urbanized areas and is so used in this Grant.
- Q. Services**
"Services" means the required services to be performed by Grantee pursuant to this Grant.
- R. Subgrantee**
"Subgrantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations.
- S. Third Party Participant**
"Third Party Participant" means, unless FTA determines otherwise in writing, all participants in the Grantee's Project that are not CDOT or FTA, such as:
1. Subgrantees,
2. Lessees,
3. Third party contractors,
4. Third party subcontractors, and
5. Other participants in the Grantee's Project.
- T. Urban Area**
"Urban Area" means an area that includes a municipality or other built-up place that the Secretary of Commerce, after considering local patterns and trends of urban growth, decides is appropriate for a local public transportation system to serve individuals in a locality.
- U. Urbanized Area**
"Urbanized Area" means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an "urbanized area" by the Secretary of

Commerce. "Small urbanized areas" as used in the context of FTA formula grant programs are urbanized areas with a population of at least 50,000 but less than 200,000.

V. Work

"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit A**, including the performance of the Services and delivery of the Goods.

W. Work Product/Deliverable

"Work Product" or "Deliverable" means the tangible or intangible results of Grantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

This Agreement shall commence on the **Effective Date**, and funds shall be expended by **December 31, 2017** (the "End Date") as detailed under the Project Schedule in **Exhibit: A**. If the Work shall be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit: A**. This Grant shall terminate on **December 31, 2017** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK / CONTRACT OBJECTIVE PLAN

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before **December 31, 2017**. Except as provided in §7(B)(ii), the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantee(s) shall be considered Grantee's or Subgrantee's employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

D. Federal Laws, Rules and Regulations

If the Grant Funds involves federal funding, Grantee understands and agrees that federal laws, rules and regulations will control the Work and its implementation. Unless a written waiver is granted, Grantee agrees to comply with all required federal laws, rules and regulations applicable to the Work, in addition to all State requirements.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$64,000.00**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**.

B. Payment

i. Matching Funds

The Subrecipient shall provide matching funds as provided in §7 and **Exhibit A**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account.

The Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in **Exhibit A** has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. The Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the Subrecipient. The Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's laws or policies.

ii. Retroactive Payments

The State shall pay Grantee for costs or expenses incurred or performance by the Grantee prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules and regulations applicable to the Work provide for such retroactive payments to the Grantee. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State. As authorized by the FTA, such Grantee share (local funds) may include costs or expenses incurred or performance by the Grantee prior to the Effective Date.

iii. Reimbursement of Subrecipient Costs

The State shall reimburse the Subrecipient's allowable costs, not exceeding the maximum total amount described in **Exhibit A** and §7. The State shall reimburse the Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit A**. However, any costs incurred by the Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of preaward costs and indication that the Federal Award funding is retroactive. Allowable costs shall be:

a) Reasonable and Necessary

Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

b) Net Cost

Actual net cost to the Subrecipient (i.e. the price paid minus any items of value received by the Subrecipient that reduce the cost actually incurred).

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal

funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

v. Invoicing

Any advance payment allowed under this Grant shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

vi. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

vii. Closeout

The Subrecipient shall close out this Grant within 90 days after the End Date. Grant close out entails submission to the State by the Subrecipient of all documentation defined as a Deliverable in this Agreement, and Subrecipient's final reimbursement request. The State shall withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially complete. If the project has not been closed by [Federal awarding agency] within 1 year and 90 days after the End Date due to Subrecipient's failure to submit required documentation that the State has requested from the Subrecipient, then the Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation has been submitted and accepted.

viii. Erroneous Payments

The closeout of a federal award does not affect the right of [Federal Awarding Agency] or [PTE] to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in the Manual and/or Exhibits B and F.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

C. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

D. Subgrants

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and State laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

E. Performance and Final Status

Party shall submit, all financial, performance, and other reports to State no later than 90 calendar days after the End Date or sooner termination of this Agreement containing an Evaluation and Review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

F. Violations Reporting

Subrecipient must disclose, in a timely manner, in writing to the State and to the Federal Awarding Agency responsible for issuance of the Federal Award, all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Grant. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) for a period of three years following the date of submission to the State of the final expenditure report, or if this Grant is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to the Grant starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101 *et seq.*

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. To the extent permitted by law, the Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Subrecipient shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Subrecipient's obligations hereunder. Such a conflict of interest would arise when a Subrecipient's employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or receives a tangible personal benefit from Subrecipient's receipt of the Federal Award and/or entry into this Grant Agreement. Officers, employees and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Subrecipient acknowledges that with respect to this Grant Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations to the State hereunder. If a conflict or the appearance of a conflict exists, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict of interest exists, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant Agreement.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantee and Subgrantees

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability Insurance policy (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee and Subgrantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and

may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to 49 CFR §18.43 and all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), provided however, that the State may terminate this Grant pursuant to §15(B) without a breach. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

| |
|------------------------------|
| Jane Hickey |
| Division of Transit and Rail |
| 4201 E. Arkansas Ave. |
| Denver, CO 80222 |
| 303-757-9237 |
| jane.hickey@state.co.us |

B. Grantee:

| |
|-------------------------|
| |
| JOHNSTOWN SENIOR CENTER |
| 101 W CHARLOTTE ST |
| JOHNSTOWN, CO, 80534 |
| 970-587-5251 |
| sgamez@bajabb.com |

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Grantee agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Government and State purposes. All Work Product shall be delivered to the State by Grantee upon completion or termination hereof.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, *et seq.*, as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and

Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 USC 2671 *et seq.*, as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties:

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in

accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. **Exhibit F** (Supplemental Federal Provisions),
- ii. **Exhibit B** (Additional FTA Requirements),
- iii. Colorado Special Provisions,
- iv. The Provision of the main body of this Grant,
- v. **Exhibit A** (Scope of Work and Budget),
- vi. **Additional Exhibits** in the order in which they appear.

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 *et seq.* Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, *et seq.*

21. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1)

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5)

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4

[Not applicable to intergovernmental agreements]

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]

Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Grant and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.

| | |
|--|---|
| <p align="center">GRANTEE</p> <p align="center">JOHNSTOWN SENIOR CENTER</p> <p>By: <u>Shirley Newson Gomez</u> Print Name of Authorized Individual</p> <p>Title: <u>Program Coordinator</u> Print Title of Authorized Individual</p> <p><u>Shirley Newson Gomez</u> *Signature</p> <p>Date: <u>9-2-16</u></p> | <p align="center">STATE OF COLORADO</p> <p align="center">John W. Hickenlooper, Governor Colorado Department of Transportation Shailen P. Bhatt- Executive Director</p> <p>By: <u>Mark Imhoff, Director</u> Division of Transit & Rail</p> <p>Signatory avers to the State Controller or delegate that, except as specified herein, Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: <u>9/9/16</u></p> |
| <p align="center">2nd Grantee Signature if Needed</p> <p>By: _____ Print Name of Authorized Individual</p> <p>Title: _____ Print Title of Authorized Individual</p> <p>*Signature _____</p> <p>Date: _____</p> | |

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
 Robert Jaros, CPA, MBA, JD

By: _____
 Colorado Department of Transportation

Date: _____

23. EXHIBIT A - SCOPE OF WORK AND BUDGET

Johnstown Senior Center

| | | | |
|--------------------------------|---|------------------------------|----------------|
| Title of Project | FY16 5310 Rural Bus replacement project | ALI # 1 | 11.12.04 |
| Federal Award Date | To Be Determined | | |
| Project Description | 5310 FY16 1 BOC Rural Bus repl to 30' | | |
| Recipient | Johnstown Senior Center | DUNS | 148480432 |
| Contact Name | Shirley Gamez | Vendor Number | 1108104 |
| Address | 101 W Charlotte St Johnstown, CO 80534 United States of America | Phone | (970) 587-5251 |
| Email | sgamez@bajabb.com | Fax | N/A |
| FAIN | To Be Determined | CFDA | 20.513 |
| Project Budget WBS | | *WBS: CO-16-0051.JOHN | |
| Federal Share (at 80% or less) | | \$64,000.00 | |
| Local Share (at 20% or more) | | \$16,000.00 | |
| Total Project Budget | | \$80,000.00 | |

**The grants and line item WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.*

A. Agency Overview

Our organization is specialized. Johnstown Senior Center (JSC) participants are over the age of fifty-five, some with limited mobility, or visual and mental impairments.

We provide activities in our center and also activities outside of our town. JSC provides rides for shopping excursions twice a month, social activities such as: baseball games, hockey games, dinner theaters, restaurants, and many other types of activities.

B. Project Description

Johnstown Senior Center shall use 2016 FTA-5310 capital funds, along with local matching funds, to purchase a vehicle as more fully described below.

The total amount for this project is \$80,000.00. The total project funding is comprised of the following components: \$64,000.00 from 2016 FTA-5310 funds, with a 20% match of \$16,000.00 in local funds.

Johnstown Senior Center shall use FTA capital funds to purchase the following vehicle:

- ALI 1 #: 11.12.04
- ALI 1 Qty: 1
- ALI 1 Fuel Type: GA (gas)
- ALI 1 Description: Body on Chassis replacement under 30'
- ALI 1 Amount: \$64,000

AGENDA ITEM 9A

**INTERGOVERNMENTAL
AGREEMENT**

(Funding of I-25 Improvements)

**(Board of County Commissioners – Larimer
County)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 3, 2016

ITEM NUMBER: 9A

SUBJECT: Consider Intergovernmental Agreement for Funding I-25 Improvements

ACTION PROPOSED: Approve Intergovernmental Agreement for Funding I-25 Improvements

PRESENTED BY: Town Attorney

AGENDA ITEM DESCRIPTION: To satisfy the local matching fund obligation of various grants, the Larimer County Board of County Commissioners moved a portion of the general fund mill levy to the road & bridge mill levy for a period of five years commencing in 2016 to help fund I-25 improvements. Because assessed valuations on properties in municipalities are shared between municipalities and the county, the Board of County Commissioners asked that the eight communities within Larimer County share back the increased portion of the road & bridge mill levy. On December 7, 2015, the Town Council passed Resolution No. 2015-18, supporting Larimer County's request and the use of mill levy funds for I-25 improvements.

The Intergovernmental Agreement for Funding I-25 Improvements, by and among Larimer County, Fort Collins, Loveland, Estes Park, Timnath, Berthoud, Windsor, Wellington, and Johnstown, formalizes the agreement. The County will provide each municipality with the road & bridge mill levy and will notify the municipality of the increased portion of the mill levy that is subject to pay-back. Each municipality will thereafter have thirty days to provide the increased portion of the mill levy back to the County for use on I-25 improvements. The County will also use its increased portion of the mill levy for I-25 improvements.

LEGAL ADVICE: The Intergovernmental Agreement for Funding I-25 Improvements was reviewed by the Town Attorney.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Intergovernmental Agreement for Funding I-25 Improvements.

SUGGESTED MOTIONS:

For Approval: I move to approve the Intergovernmental Agreement for Funding I-25 Improvements and authorize the Mayor to sign the agreement.

For Denial: I move to deny approval of the Intergovernmental Agreement for Funding I-25 Improvements.

Reviewed:


Town Manager

AGREEMENT

**INTERGOVERNMENTAL AGREEMENT FOR FUNDING
I-25 IMPROVEMENTS**

This Intergovernmental Agreement for Funding I-25 Improvements (“Agreement”) is made and effective on _____, 2016, by and among the Board of County Commissioners of Larimer County, Colorado (referred to as “County”), and the City of Fort Collins, Colorado, the City of Loveland, Colorado, the Town of Estes Park, Colorado, the Town of Timnath, Colorado, the Town of Berthoud, Colorado, the Town of Windsor, Colorado, the Town of Wellington, Colorado, and the Town of Johnstown, Colorado (individually referred to as “Municipality” or collectively as “Municipalities”). (The County and Municipalities will jointly be referred to as the “Parties.”)

I. RECITALS

A. Interstate 25 (“I-25”) serves as the primary north-south highway connection for Northern Colorado, including the County and the Municipalities.

B. I-25 is the primary roadway route for regional connectivity to commerce, health care, education and employment.

C. I-25 is designated as a federal freight route.

D. I-25 in Northern Colorado is considered significantly congested such that traffic flow is impaired and quality of life is adversely affected.

E. The Colorado Department of Transportation (“CDOT”) completed an Environmental Impact Statement in August 2011 that identified and evaluated multi-modal transportation improvements along approximately 60 miles of the I-25 corridor from the Fort Collins/Wellington area to Denver. The Statement identified areas of I-25 and associated structures such as bridges that needed to be expanded and/or improved.

F. CDOT has proposed to expand I-25 from two lanes (north and south) to three lanes (north and south) for approximately fourteen miles between State Highway 14 and State Highway 402, replace the Cache la Poudre Bridge and the Union Pacific Railroad Bridge north of State Highway 34, expand the Kendall Parkway Crossing under I-25 and expand the Bridge over the Big Thompson River and the Bridge over the Great Western Railway to accommodate a third travel lane (collectively “Project”).

G. Funding for the Project is proposed to include contributions from government at federal, state, county, and municipal levels and other sources.

H. Increased property values for Larimer County property owners in 2015 have provided an opportunity to increase the County Road and Bridge Mill Levy within the County’s total Mill Levy commencing in 2016 and for a period of four years thereafter by an estimated

amount sufficient to generate an additional \$2 million annually without detriment to other County programs, without decreasing the amount shared back to the Municipalities in 2015 pursuant to C.R.S. §43-2-202(2) (the “2015 Share Back”), and without increasing the total County Mill Levy.

I. The increased County Road and Bridge Mill Levy is projected to generate approximately \$10 million in excess of the 2015 Share Back (the “Increased Municipal Share Back”) over five years commencing with calendar year 2016 for CDOT’s use on the Project.

J. The Municipalities have each adopted Resolutions expressing their willingness to contribute funds to County annually for five years for CDOT’s use on the Project subject to the terms of this Agreement.

K. County and Municipalities are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually.

II. CONSIDERATION

NOW, THEREFORE, in consideration of the covenants and obligations herein expressed, the County and Municipalities agree as follows.

III. TERMS AND CONDITIONS

1. Commencing in calendar year 2017 and continuing for calendar years 2018, 2019, 2020 and 2021, each Municipality shall pay to County from such Municipality’s general fund or such other fund as such Municipality may designate, an annual contribution in an amount equal to that portion of the Increased Municipal Share Back paid by the County to each Municipality pursuant to C.R.S. §43-2-202 (2) (“Municipality Contribution”) to be used as a portion of the “local match” for the Project, subject to the terms set forth in this Agreement.

2. County shall notify (“Notification”) each Municipality in writing no later than January 31 in calendar years 2017, 2018, 2019, 2020, and 2021 the total amount of the Increased Municipal Share Back” received by such Municipality during the previous calendar year.

3. Within 30 days after receipt of the Notification, each Municipality shall give written notice to the County stating whether or not such Municipality has budgeted and appropriated funds for the current calendar year to make its annual Municipality Contribution as set forth in Paragraph 1 above.

4. Provided the Municipality has budgeted and appropriated funds, such Municipality shall pay its Municipality Contribution to County within 60 days following such Municipality’s receipt from County of its Notification.

5. County shall contribute an amount equal to the County's share of the County Road and Bridge Mill Levy revenues received pursuant to C.R.S. §43-2-202(2) attributable to the increase in the County Road and Bridge Mill Levy specified in Recital H above ("County Contribution). No later than February 28 in calendar years 2017, 2018, 2019, 2020 and 2021, County shall give written notice to each Municipality affirming that County has (or has not) budgeted and appropriated funds for the current calendar year to make its annual County Contribution.

6. County shall deposit the County Contribution and the Municipality Contributions into a separately identifiable account ("Contributions Fund") and shall maintain records as to such account sufficient to identify all deposits and withdrawals from such account.

7. County is authorized to pay to CDOT funds in the Contributions Fund for CDOT's use in the Project pursuant to an intergovernmental agreement to be executed between County and CDOT.

8. County shall maintain accurate accounts of any and all amounts paid to CDOT from the Contributions Fund. County shall provide to Municipalities information detailing Project payments to CDOT from the Contributions Fund.

9. If County or a majority of Municipalities, after consultation with the other Parties, determines all or any part of the Project is not feasible due to inadequacy of funds or other impediments, and provided amounts remain in the Contributions Fund, County shall so notify Municipalities in writing. Within 90 days after such notification,

a. County shall make a payment to County and to each Municipality of any amount remaining in the Contributions Fund attributable to County and such Municipality's respective percentage contribution ,

OR,

b. In lieu of such payment, the Parties may agree in writing to an alternative use of the Contribution Funds, provided such alternative use benefits roads or transportation systems located within the jurisdiction(s) of the Parties so agreeing.

10. Any notice or other communication given by any party to another relating to this Agreement must be hand-delivered or sent by registered or certified mail, return receipt requested, or by overnight commercial courier, addressed to such other party at its respective addresses set forth in Exhibit "A" attached hereto and such notice or other communication will be deemed given when so hand-delivered or three (3) business days after so mailed, or the next business day after being deposited with an overnight commercial courier.

11. The obligations of the County and Municipalities to commit or expend funds after calendar year 2016 are subject to and conditioned on the annual appropriation of funds sufficient and intended to carry out said obligations by the respective governing bodies of County and Municipalities in their sole discretion.

12. This Agreement is to be construed according to its fair meaning and as if prepared by all parties hereto and is deemed to be and contain the entire understanding and agreement between the parties hereto. There shall be deemed to be no other terms, conditions, promises, understandings, statements, or representations, expressed or implied, concerning this Agreement unless set forth in writing and signed by the Parties hereto.

13. This Agreement cannot be modified except in writing signed by all Parties.

14. This Agreement will be governed by and its terms construed under the laws of the State of Colorado. Venue for any action shall be in Larimer County, State of Colorado.

15. Nothing contained herein is deemed or should be construed by the Parties or by any third party as creating the relationship of principle and agent, a partnership or a joint venture between the Parties, or an employment relationship between the Parties.

16. This Agreement is made for the sole and exclusive benefit of County and Municipalities, their successors and assigns, and it is not made for the benefit of any third party.

17. If any term or condition of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such a term or condition, will not in any way affect any of the other terms or conditions of this Agreement, provided that the invalidity of any such term or condition does not materially prejudice any Party in their respective rights and obligations under the valid terms and conditions of this Agreement.

18. No party will be deemed in violation of this Agreement if prevented from performing any of its respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, acts of public enemies, acts of superior governmental authorities, weather conditions, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or that are not within its control.

19. This Agreement may be signed by the Parties in counterpart.

TOWN OF JOHNSTOWN, COLORADO

By: _____
Scott James, Mayor

ATTEST:

Diana Seele, Town Clerk

Approved as to form:

Avi S. Rocklin, Town Attorney

AGENDA ITEM 9B

PROFESSIONAL

SERVICES

AGREEMENT

**(Traffic Signal Design and Construction
Drawing Preparation)**

(Felsburg Holt & Ullevig)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 3, 2016

ITEM NUMBER: 9B

SUBJECT: Consider Professional Services Agreement with Felsburg Holt & Ullevig for Traffic Signal Design and Construction Drawing Preparation - US 34 at Larimer Parkway

ACTION PROPOSED: Approve Professional Services Agreement

PRESENTED BY: Town Planner and Town Manager

AGENDA ITEM DESCRIPTION: The Town of Johnstown plans to construct a signalized intersection to improve access at Larimer Parkway and US Highway 34. A Request for Proposals (RFP) for Engineering Services was advertised in the Johnstown Breeze, and also sent to four (4) firms which were known to have experience in highway traffic signal design.

One firm responded to the Town's solicitation:

- Felsburg Holt & Ullevig (Centennial, CO) - \$63,590

The Town Planner and Manager reviewed the proposal, and recommend to Council the firm of Felsburg Holt and Ullevig for the design project (please refer to professional services agreement and attachments for detailed information).

LEGAL ADVICE: The Town Attorney drafted the attached professional services agreement.

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds have been allocated in the 2016 budget (Impact Fee Fund –Transportation Facilities Fee) for the design services.

RECOMMENDED ACTION: Approve professional services agreement.

SUGGESTED MOTIONS:

For Approval: I move we approve the Professional Services Agreement with Felsburg Holt & Ullevig for Traffic Signal Design and Construction Drawing Preparation - US 34 at Larimer Parkway in an amount not to exceed \$63,590, and authorize the Mayor to sign the agreement, and also authorize the Town Manager to approve change orders in an amount not to exceed ten (10%) percent of the contract amount.

For Denial: I move we deny approval of the Professional Services Agreement with Felsburg Holt & Ullevig for Traffic Signal Design and Construction Drawing Preparation - US 34 at Larimer Parkway.

Reviewed:


Town Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2016, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and FELSBURG HOLT & ULLEVIG, hereinafter referred to as "Consultant."

WHEREAS, the Town desires traffic signalization design and construction drawing preparation services for the US Hwy 34 and Larimer Parkway intersection 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:

1. **Scope of Services**. Consultant agrees to perform professional services as outlined in the proposal dated September 16, 2016 attached as Exhibit A and in conformance with the requirements in Exhibit B, which exhibits are attached hereto and incorporated herein by reference. Consultant shall direct and endeavor to ensure that its subcontractors comply with this Agreement
2. **Term of Agreement**. Consultant shall proceed with the performance of the services set forth in Exhibit A. In providing these services, Consultant shall work directly with the Town Manager 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 \$63,590.00. Payment for services shall be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement to the Town.
4. **Insurance**
 - A. Consultant agrees to obtain and maintain, at Consultant's expense, and shall cause each subcontractor of the Consultant to obtain and maintain, unless such coverage is provided by Consultant, 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. Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant.

C. 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.

5. **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 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.

6. **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:

Felsburg Holt & Ullevig
6300 South Syracuse Way, Suite 600
Centennial, CO 80111
Attn: Lyle E. DeVries, PE, PTOE, Principal

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

7. **Miscellaneous Terms**.

- A. **Indemnification**. 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 but not limited to 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 Consultant.** Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent Consultants and not employees or agents of the Town, and therefore, benefits such as medical, workers compensation, etc., shall not be available to Consultant, its employees, agents or subcontractors.
- 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.** 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 entitled 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, 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 and Venue.** 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. Venue for any claim, proceeding or action arising out of this Agreement shall be in Larimer or Weld County, Colorado.
- 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.** 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.
- J. **No Presumption.** 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. 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.

- K. **Costs and Attorney Fees.** In the event legal action is required to enforce the provisions of this Agreement, the court shall award to the prevailing party all reasonable costs and expenses, including attorney's fees.
- L. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings.
- M. **Binding Effect.** The terms and conditions of this Agreement shall be binding upon Consultant, its successors, transferees and assignees.
- N. **No Third Party Beneficiaries.** Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Town and the Consultant.
- O. **No 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.
- P. **Compliance with the Law.** Consultant shall comply with all federal, state and local laws in the performance of the services under this Agreement.

DONE AND DATED this _____ day of _____, 2016.

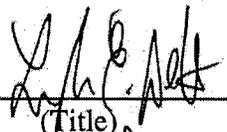
TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

CONSULTANT:
Felsburg Holt & Ullevig

By:  _____
(Title) Principal

STATE OF COLORADO)
)ss

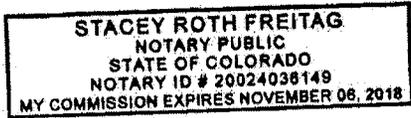
COUNTY OF Arapahoe

SUBSCRIBED AND SWORN to before me this 20th day of Sept, 2016, by Lyle E. DeVries as the Principal of Felsburg Holt & Ullevig

WITNESS my hand and official seal.

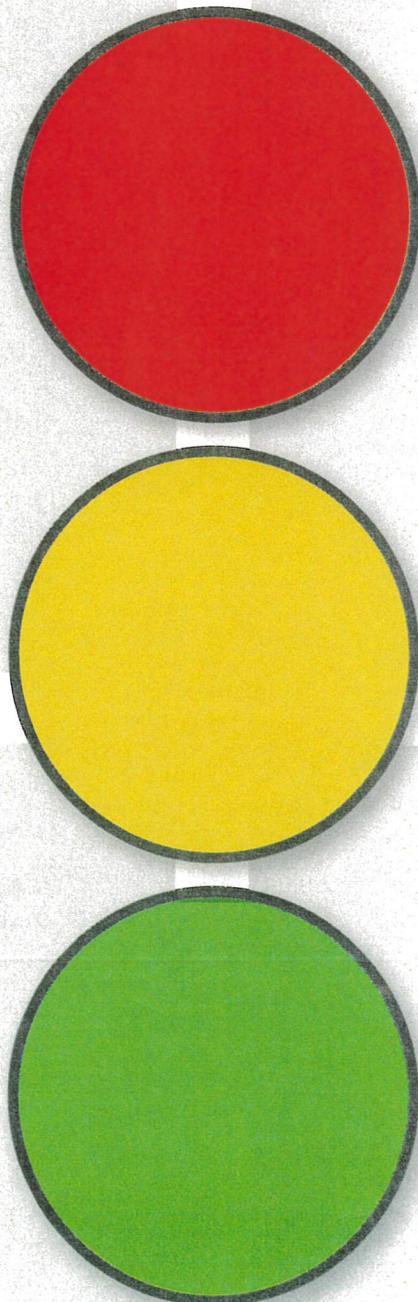
My commission expires: 11/6/2018

Stacey Roth Freitag
Notary Public



PROPOSAL

for Traffic Signalization Design and
Construction Drawing Preparation
US 34 at Larimer Parkway



September 16, 2016

submitted to:
Town of Johnstown

submitted by:





FELSBURG
HOLT &
ULLEVIG

connecting and enhancing communities

September 16, 2016

Mr. John Franklin
Town Planner
Town of Johnstown
450 South Parish Avenue
Johnstown, CO 80534

**Re: Proposal for Traffic Signalization Design and Construction Drawing Preparation
U.S. 34 at Larimer Parkway**

Dear Mr. Franklin:

Thank you for this opportunity to continue our working relationship with the Town. As you are aware, Felsburg Holt & Ullevig (FHU) has been assisting you with several tasks related to obtaining approval for a new traffic signal at this location, including coordination discussions with the Colorado Department of Transportation (CDOT), the City of Loveland, and with the Colorado Public Utilities Commission (PUC). We are in a good position to provide the design plans for this project.

As you know, this project is more than just a traffic signal design. It will also be necessary to remove the easternmost of two private driveways on the north side of US 34 and to provide a connection of that driveway to the westernmost location, the one that more appropriately aligns with Larimer Parkway. We've added the Farnsworth Group to conduct the surveying services on that property as well as to provide the topographical, utility and right-of-way (ROW) information for the rest of the intersection. FHU's design staff will prepare the driveway modifications and the drainage, erosion control and water quality plans.

We've had several conversations with both CDOT and Loveland staffs relative to the particular design elements of the project and our discussions with the PUC place us in a knowledgeable position to complete this project. Following is a detailed work program, information on applicable experience, and our estimated fee to complete these efforts. Please do not hesitate to call Rich if you have any particular questions on our proposal. We look forward to working with you.

Respectfully,

FELSBURG HOLT & ULLEVIG

Lyle E. DeVries, PE, PTOE
Principal

Richard R. Follmer, PE, PTOE
Associate

I. WORK PROGRAM

I.1 – Surveying & Mapping Preparation

It will be necessary to provide a planimetric survey that contains the features of the intersection to complete the traffic signalization design. In addition, it will be necessary to survey the area around the private driveways on the north side of the intersection to obtain elevation data so that the driveway modifications can be designed properly and for any potential drainage modifications.

The Farnsworth Group, through their Fort Collins office, will conduct the following services:

- Prepare a project base map with planimetric information within the right-of-way (ROW) limits of US 34 and Larimer Parkway that will extend approximately 200' in each direction from the center of the intersection (to the east, west and south). Visible features, including curb & gutter, sidewalk, channelizing island, curb ramps, edges of pavement, medians, lighting, signing/stripping, manholes, vaults, pavement striping, and trees will be captured in a two-dimensional format.
- Work with the Town of Johnstown (Town), the City of Loveland (City), and with CDOT to obtain copies of recorded subdivision plats, ROW, property ownership data, and control data to establish existing ROW and to obtain permission to enter properties (requires Town assistance).
- Establish horizontal survey control that will include a minimum of three durable and recoverable control points with appropriate coordinates.
 - Prepare a topographic drawing to include elevation data in the areas to the north of US 34 related to the design of the driveway and drainage modifications. Data will be provided in a three-dimensional format.
- Contract with a utility locate service to mark existing utilities. Record the locations of existing utilities including pipe sizes and invert elevations of the storm sewer system.
- Obtain title commitments for the properties affected by the driveway and potential drainage design to determine property line and easement locations and the ROW of the Greeley-Loveland Ditch that is located along the private property on the north side of US 34. Up to two title commitments are included in this proposal.
- Obtain current property ownership information for adjoining private property.
- Establish calculated ROW's tied to aliquot land corners along US 34 and major subdivision corners.

Deliverables: Planimetric and topographic survey data including existing roadway features, ROW and easement data, locations of existing utilities, and title commitments.

1.2 – Traffic Signalization Design

Using the surveyed mapping, FHU will prepare a traffic signalization plan for the US 34/Larimer Parkway intersection. The plans will be prepared through a “design-build” concept that delegates authority for items such as wiring and traffic control details to the contractor. The plans will detail the location of each new pole/mast arm, traffic and pedestrian signal heads, conduit, vehicle detection, push buttons, luminaires, street name signs, etc.

As part of this effort, a fiber-optic communication connection will be made to the City of Loveland system. Per conversation with City staff, it is understood that this connection point is approximately 160’ to the west of the intersection on the north side of US 34 and fiber-optic cable and conduit exists from this location towards the west. FHU will prepare the appropriate interconnection plans.

As noted in your RFP, the traffic signal will be designed with elements from both CDOT and from the City. The structural elements of the traffic signal poles, mast arms, caissons, and luminaire extensions will be to CDOT M&S standards, while the color of this infrastructure and the types of street lights will be per City standards as found in the *Larimer County Urban Area Street Standards (LCUASS)*. All other traffic signal equipment and materials will be designed to *LCUASS* criteria.



Signing and pavement marking modifications will be included as part of the design efforts.

1.2.1 – Conceptual Design of Kendall Parkway Extension & US 34 Widening

As part of the traffic signalization design, it is understood certain roadway improvements will occur in the future and that it is preferable to install the traffic signal poles on the north side of US 34 in locations that can be accommodated by the eventual extension of Kendall Parkway and the widening of US 34.

We understand that previous plans for Kendall Parkway included a total of five southbound lanes at US 34 (two left turn lanes, two through lanes, and a single right turn lane). Widening for US 34 is understood to be an increase from two to three through lanes in each direction and that there will likely be two left turn lanes for each direction also.

As part of this effort, FHU will develop a conceptual design for the Kendall Parkway extension that will include the number of lanes noted above, along with a center median and raised channelizing islands on Kendall Parkway. Optimally, the traffic signal poles can be placed within the future channelizing islands, but that will need to be determined relative to their location to existing roadway features along US 34 and for the existing private driveway.

We cannot fully guarantee at this time, however, that the poles can be placed in the appropriate future locations since final design of the Kendall Parkway extension is not part of this project. We will, of course, coordinate the conceptual design of the Kendall Parkway extension with CDOT and Loveland staffs and will work with them to agree on the best assessment of pole locations. The conceptual design will be represented as dashed lines on the surveyed mapping and will be included as part of the plan set.

Deliverables: Conceptual design of the Kendall Parkway extension and the widening of US 34. Traffic signalization design for existing conditions but considering the physical attributes of the Kendall Parkway extension. Signing and pavement marking modifications.

1.3 – Driveway Modifications

As you are aware, there are two private driveways that are located along the north side of US 34 at the Larimer Parkway intersection. The westernmost driveway is aligned well as the fourth approach to the intersection and will be included in the traffic signal design for southbound movements. The easternmost driveway connection with US 34 (about 55' between driveway centerlines) would be removed as part of the project and a new connection between the two driveways would be designed. This will require some additional asphalt paving for the new driveway connection as well as for the gravel section of the westernmost driveway.

FHU will prepare the plans to make these driveway modifications, including a removal plan, driveway plan, and coordinate point data of driveway edges, radii, etc. We will summarize pay quantities for the work efforts also.

Note: It will be extremely important to have a discussion between Town staff and the property owner as soon as possible to make sure that the proposed improvements will meet with any expectations that they have.

Deliverables: Driveway modification plans including removal plans, roadway plans, and coordinate geometry data.

1.4 – Drainage Modifications

The proposed traffic signal and driveway improvements will necessitate several drainage design elements. Initially, hydrological analysis of the surrounding area will be performed to determine the existing flow patterns around the project area. This effort involves basin delineation and rational method calculations to develop flow rates.

In addition, the Greeley-Loveland Ditch is located immediately to the north of the project. It will be important to analyze the existing and proposed drainage characteristics adjacent to the ditch to identify potential ROW constraints and to ensure that irrigation water rights are not being damaged.

As part of the analysis related to the proximity of the irrigation ditch, determining project runoff into the ditch itself may warrant additional water quality provisions. Coordination with the Greeley-Loveland Ditch owner may result in a requirement to provide water quality enhancements in the form of a designed grass swale or sand filter. These design elements are used to treat the post-project runoff from the driveway improvements and surrounding project area so as to reduce potential sediment accumulation and to provide pre-treatment of stormwater prior to release into the ditch.

To facilitate any changes in flow patterns as a result of the proposed driveway realignment improvements, a grading and/or drainage plan(s) will be created to best maintain the existing drainage patterns. Erosion control plans will be created for the initial, interim, and final conditions of the project duration. This commonly includes initial perimeter control prior to construction, sediment collection during construction, and seeding and mulching to support permanent stabilization after construction. Supporting documentation and calculations for the drainage design will be summarized in a technical drainage design memorandum prepared for the Town.

Deliverables: Drainage, irrigation and erosion control plans. Drainage design supporting documentation and calculations.

1.5 – Project Specifications

We will prepare project-specific construction specifications as a supplement to CDOT's *Roadway Design and Construction Standards* for the design of the signal pole/caisson materials and drainage along US 34, and as a supplement to *LCUASS* for the other signal design and roadway elements. We will provide these specifications to you, CDOT and the City for review and we will incorporate review comments into the final specifications.

Deliverables: Project special provisions.

1.6 – Plan Package

We will submit preliminary plans to you, CDOT and the City of Loveland for review. We will incorporate review comments into the plans and provide you with the final traffic signal, driveway and drainage design plans for your use. Per your conversation with Rich, we understand that the project plans will be developed as a standalone set of plans. We anticipate the following number of plan sheets for this project:

| <u>Sheet Type</u> | <u>Number of Sheets</u> |
|--|-------------------------|
| Title Sheet | 1 |
| Project Notes & Quantity Tabulations | 2-4 |
| Traffic Signalization Plan | 1 |
| Interconnection Plan | 1 |
| Driveway Plans | 3-4 |
| Drainage, Irrigation & Erosion Control Plans | 6-8 |
| Project Details (if necessary) | 2-4 |

Deliverables: Project design plans and details. Final plans and specifications will be delivered on 24" x 36" plan sheets and also in electronic format.

1.7 – Opinion of Probable Construction Cost

We will furnish you with an Opinion of Probable Construction Cost of the traffic signal construction based on bid information from CDOT’s Cost Data Branch. FHU will provide you with a Bid Tabulation for insertion in any contract documents that you will prepare.

Deliverables: Opinion of Probable Construction Cost of the traffic signal, driveway and drainage design elements. Bid tabulation.

1.8 – Access Permit Assistance

While not specifically identified in the RFP documents, the completion of a CDOT Access Permit will be required before construction can begin. We’ve discussed the completion of this form with CDOT personnel and the elements identified in this scope, i.e., traffic signal plan, driveway and drainage plans, shall be submitted with the Access Permit. The Town will need to furnish specific ownership data for the permit; FHU will work with City staff to complete the form for submittal to CDOT.

Deliverables: Access Permit support materials.

1.9 – Project Coordination

We expect that most project coordination can occur via phone, fax or email. Our proposal includes the attendance at two meetings, however, with you, and/or CDOT and the City of Loveland to discuss project issues/revisions, etc. The first meeting will be a kick-off meeting for the project for which input from the Town, from CDOT, and from the City will be obtained.

The second meeting will be a formal combined Field Inspection Review/(FIR)/Final Office Review (FOR) meeting that will be held at Town offices. FHU will coordinate with Town staff, and with CDOT and City staffs on the meeting date/time.

FHU will prepare meeting summaries of the decisions that were made and any Action Items that are determined.

Deliverables: Sign-in sheets, agendas, and meeting summaries/Action Item lists.

II. EXTRA SERVICE

II.1 – Bidding & Construction Assistance

As an extra service, FHU can provide you with assistance during the bidding and construction stages of the project. We can:

- Attend a pre-bid meeting with potential contractors
- Provide you with a review of each construction bid, checking for mathematical errors and for compliance with the construction plans and specifications; as part of this effort, we can provide you with a recommendation letter for contract award
- Attend a pre-construction meeting with the awarded contractor
- Answer questions during construction
- Review equipment submittals
- Provide on-site construction observation

Since the level of actual involvement is unknown at this time, we have not provided an estimate of cost for this service. We would support the Town on an as-needed basis and our services would be provided at our standard hourly billing rates.



III. QUALIFICATIONS

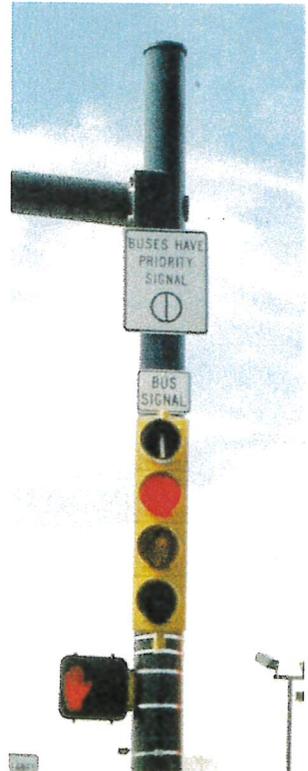
FHU has a long history of completing projects of this type. In fact, our Project Manager has 30 years of experience in designing new traffic signals and managing projects where a traffic signal is the catalyst for the project, but that requires supporting services such as drainage, grading or other civil engineering-type support services.

Additionally, FHU has been providing the Town with traffic engineering services for many years, ones that provide us with a unique understanding of Town policies, issues, and project processes. We are uniquely qualified to complete this project. Following is a list of some traffic signal design characteristics that are relevant along with a description of the most recent project we completed for the Town.

Traffic Signalization Design Experience

Our traffic signal design experience is both vast and varied. FHU has been designing traffic signals since forming our company and Rich Follmer has been designing signals, interconnection systems, and communication plans throughout his entire career. We are adept at working with varying agencies on these types of projects and we have completed many along the CDOT state highway system. Following are a sampling of our design capabilities along with varied support services:

- Span wire, mast arm and modular signal pole styles
- Interconnection design – packet radios, optical Ethernet networks, spread spectrum radio, copper and fiber-optic cable
- Unique foundation designs – modular poles, on bridge structures, within box culverts
- Bus priority & railroad preemption
- Standards and specifications preparation
- Contract documents – bid tabulations, contractor notices, change orders
- Signal timing – standalone signals and along coordinated corridors
- Complementary signing & striping design
- Construction management – site observations, review of pay requests, as-built plans



Most Recent Project

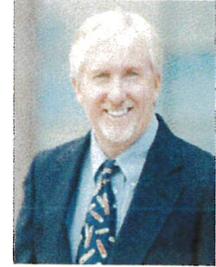
South Parish Avenue Multi-Use Path – FHU completed a similar effort for the Town to design the construction documents for the South Parish Avenue Multi-Use Path, a regional trail with the project limits being from south of the Hillsboro Ditch northwards to Weld County Road 46. This project included:

- The design of a new trail adjacent to South Parish Ave (WCR 17)
- The design of existing and new driveway connections
- The extension of the Hillsboro Ditch crossing culvert which included hydraulic analyses, revetment and direct coordination with the Hillsboro Ditch Company
- Bridge widening over the Little Thompson River
- Floodway and floodplain impacts including revetment and roadside drainage improvements
- Erosion control along the entire corridor

IV. PERSONNEL

There are four critical staff members at FHU that will assist you on this project:

- Project Manager – Rich Follmer, PE, PTOE will oversee the completion of the project and will be responsible for quality control of the products. He will also be FHU's point of contact with the Town, CDOT, the City, and with the PUC. Rich has 30 years of experience on traffic signal design-related projects – ones of varying types and with associated civil engineering design elements.



- Traffic Signal Design – Alli Sjoden will work on the day-to-day elements of the traffic signal design. While a relatively new employee with FHU, she brings traffic engineering design experience from past employment as well as constructed knowledge having recently worked for Kiewit Construction before joining FHU.

- Driveway Design – These efforts will be completed by Kevin Hock, EI, one of FHU's roadway designers. Kevin has a Masters Degree in Civil Engineering and has been working on transportation design projects for both municipal and CDOT projects.



- Drainage, Irrigation & Erosion Control Design – Matt Adams will be responsible for these design elements. Matt has worked on projects along the state highway system and for several municipalities in Colorado. He uses the spectrum of software applications, including CUHP, UDSWWM, HECRAS and HEC2 to complete drainage design projects.

Other capable staff will support these team members when necessary.

V. SCHEDULE

FHU can meet your project timelines as identified in the RFP, being the submittal of preliminary design within two months, following by the final design plans and specifications within an additional two months. This schedule is dependent, however, on some issues that are out of our control, such as any weather related delays that could impact surveying services, the review periods needed by CDOT and the City, or the processing of the Access Permit. As such, we cannot absolutely guarantee that the project will be ready for construction advertisement within a four-month period.

VI. REFERENCES

We've provided two municipal references of FHU's traffic signal design work as follows:

Mr. Tim Weaver
Traffic Analyst
City of Littleton
303-795-3834
tweaver@littletongov.org

Mr. David Aden
Traffic Engineer
Town of Parker
303-840-9546
daden@ci.parker.co.us

VII. FEE

We propose to conduct this work on a time and materials basis. In such an agreement, we are compensated for our services at our standard hourly rates and direct expenses are reimbursed at 1.1 times cost. We have identified FHU staff that will provide you with a quality product, while keeping costs relatively low. The following are our standard hourly billing rates for personnel anticipated to work on this project:

| | |
|--------------|---------------|
| Associate | \$180.00/hour |
| Engineer II | \$100.00/hour |
| Engineer I | \$ 90.00/hour |
| Designer III | \$115.00/hour |

At these rates, we estimate that the above scope of work can be completed for the following maximum budgets (please see the attached work hour spreadsheet for further details)

| | |
|---|--------------------|
| Task 1 (Surveying & Mapping) = | \$15,360.00 |
| Tasks 2-7 (Design, Specifications, Cost Estimate) = | \$40,710.00 |
| Task 8 (Access Permit Assistance) = | \$ 360.00 |
| Task 9 (Project Coordination) = | <u>\$ 7,160.00</u> |
| PROJECT TOTAL = | \$63,590.00 |

We will not exceed this amount without your prior approval. Any additional meetings beyond those identified in Task 1.9 will be billed as additional services at the same hourly rates. If you select FHU to assist you with this project, please forward the appropriate contract documents for our signature. If you have any questions, please call Rich.

Thank you again for allowing us to provide our services.

Attachment

ATTACHMENT

| FEE PROPOSAL WORKSHEET - US 34/Iarimer Parkway Intersection | | | | | Felsburg Holt & Ullevig | | | |
|---|-----------------|---------------|-----------------|-----------------|-------------------------|--------------------|-----------------|-----------------|
| TASK | Project Manager | Signal Design | Driveway Design | Drainage Design | Labor Cost | Other Direct Costs | Farnsworth | TOTAL COST |
| | \$180 | \$90 | \$100 | \$100 | | | | |
| I.1 - Surveying & Mapping Preparation | | | | | | | | |
| - Intersection Survey (Roadway, Utilities, ROW) | | | | | \$0 | | \$11,950 | \$11,950 |
| - Utility Locates/Title Commitments | | | | | \$0 | | \$3,050 | \$3,050 |
| - Base Map Organization | | 4 | | | \$360 | | | \$360 |
| Sub-Total | 0 | 4 | 0 | 0 | \$360 | \$0 | \$15,000 | \$15,360 |
| I.2 - Traffic Signalization Design | | | | | | | | |
| - Traffic Signal Design | 8 | 40 | | | \$5,040 | | | \$5,040 |
| - Pavement Marking Design | 2 | 4 | | | \$720 | | | \$720 |
| - Interconnect Design (Loveland) | 4 | 8 | | | \$1,440 | | | \$1,440 |
| - Conceptual Kendall Parkway Design | 2 | 4 | | | \$720 | | | \$720 |
| Sub-Total | 16 | 56 | 0 | 0 | \$7,920 | \$0 | \$0 | \$7,920 |
| I.3 - Driveway Modifications | | | | | | | | |
| - Removal Plan | 2 | | 16 | | \$1,960 | | | \$1,960 |
| - Driveway Plan/Profile/Typical Section | 2 | | 60 | | \$6,360 | | | \$6,360 |
| - Point Data Plan | | | 6 | | \$600 | | | \$600 |
| - Vehicle Turning Template Analyses | | | 2 | | \$200 | | | \$200 |
| Sub-Total | 4 | 0 | 84 | 0 | \$9,120 | \$0 | \$0 | \$9,120 |
| I.4 - Drainage Modifications | | | | | | | | |
| - Hydraulic Analysis | 1 | | | 92 | \$9,380 | | | \$9,380 |
| - Greeley-Loveland Ditch Irrigation Analysis | | | | 18 | \$1,800 | | | \$1,800 |
| - Erosion Control Plans/Grading Plan | 1 | | | 37 | \$3,880 | | | \$3,880 |
| - Documentation | | | | 37 | \$3,700 | | | \$3,700 |
| Sub-Total | 2 | 0 | 0 | 184 | \$18,760 | \$0 | \$0 | \$18,760 |
| I.5 - Project Specifications | | | | | | | | |
| - Prepare Specs/Revisions | 8 | | | | \$1,440 | | | \$1,440 |
| Sub-Total | 8 | 0 | 0 | 0 | \$1,440 | \$0 | \$0 | \$1,440 |
| I.6 - Plan Package | | | | | | | | |
| - FIR/FOR Review Set (Title Sheet, SAQ, Traffic Control) | 4 | 8 | | | \$1,440 | \$25 | | \$1,465 |
| - Final Plans & Specifications | 4 | 8 | | | \$1,440 | \$25 | | \$1,465 |
| Sub-Total | 8 | 16 | 0 | 0 | \$2,880 | \$50 | \$0 | \$2,930 |
| I.7 - Opinion of Probable Construction Cost | | | | | | | | |
| - Cost Estimate Preparation | 3 | | | | \$540 | | | \$540 |
| Sub-Total | 3 | 0 | 0 | 0 | \$540 | \$0 | \$0 | \$540 |
| I.8 - Access Permit Assistance | | | | | | | | |
| - Assistance in Preparation of Form 137 | 2 | | | | \$360 | | | \$360 |
| Sub-Total | 2 | 0 | 0 | 0 | \$360 | \$0 | \$0 | \$360 |
| I.9 - Project Coordination | | | | | | | | |
| - Property Owner Meeting | 4 | | | | \$720 | | | \$720 |
| - Misc. Coordination with CDOT, City & PUC | 8 | | | | \$1,440 | | | \$1,440 |
| - Kick-Off Meeting Attendance/Preparation (1) | 4 | 4 | 4 | 4 | \$1,880 | \$80 | | \$1,960 |
| - FIR/FOR Meeting Attendance/Preparation (1) | 4 | 4 | 4 | 4 | \$1,880 | \$80 | | \$1,960 |
| - Meeting Summaries/Action Items (2) | 6 | | | | \$1,080 | | | \$1,080 |
| Sub-Total | 26 | 8 | 8 | 8 | \$7,000 | \$160 | \$0 | \$7,160 |
| TOTALS | 69 | 84 | 92 | 192 | \$48,380 | \$210 | \$15,000 | \$63,590 |



FELSBURG
HOLT &
ULLEVIG

engineering paths to transportation solutions

www.fhueng.com

6300 South Syracuse Way
Suite 600
Centennial, CO 80111
tel 303.721.1440

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

Consultant 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 Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

Consultant 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.

Consultant 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 Consultant obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Consultant shall be required to:

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Consultant 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 Consultant 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.

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

AGENDA ITEM 9C

**AWARD
OF
CONTRACT
(2016 Sewer Line Cleaning Project)
(Dale's Environmental Services, LLC)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 3, 2016

ITEM NUMBER: 9C

SUBJECT: Consider Award of Contract for the 2016 Sewer Line Cleaning Project to Dale's Environmental Services, LLC (DES)

ACTION PROPOSED: Award Contract to DES

PRESENTED BY: Town Manager and Town Attorney

AGENDA ITEM DESCRIPTION: The 2016 Sewer Cleaning Project will encompass the problem areas of Town as determined by the Water/Wastewater Superintendent. The total length of lines to be cleaned is estimated at 71,000 linear feet.

Section 9.1.3 of the Town's Purchasing Procedure Manual provides in part for the following:

"Procurement Under Existing Contracts:" Department Heads and the Town Administrator may contact for services, construction of items of tangible personal property without use of competitive sealed bids or competitive sealed proposals, as follows:

- 9.3.1 "With a vendor which has a current contract or price agreement with the state purchasing agent or central purchasing officer or with another municipality or a county which has or uses an open bid process for the items that are to be procured if the following conditions are met:
- a. The quantity purchased does not exceed the quantity, which may be purchased under the applicable contract; and
 - b. The purchase order adequately identifies the contract relied upon by number, if applicable or by other appropriate references."

DES was the lowest bidder of the City of Loveland's 2012 sewer cleaning/video inspection project and was awarded a renewal contract by the City of Loveland on February 29th, 2016 (refer to attachment). DES will provide Johnstown with the same services per the Loveland specifications at the Loveland unit prices. Using the estimated length quantity and Loveland unit prices the total "not to exceed" cost of the project is as follows:

| | | |
|---|----------|-----------------|
| Sewer cleaning (per linear foot): | (\$0.35) | \$24,850 |
| Video inspection (per linear foot) + contingency: | (\$0.35) | <u>\$5,150</u> |
| Total Cost (not to exceed): | | \$30,000 |

According to the contract, DES will have until November 30, 2016 to complete the cleaning project.

LEGAL ADVICE: The former Town Attorney drafted the attached agreement.

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds are available for the project.

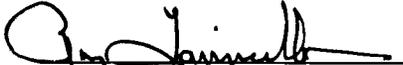
RECOMMENDED ACTION: Award the contract to DES for a total price not to exceed **\$30,000**.

SUGGESTED MOTIONS:

For Approval: I move to award the contract for the 2016 Sewer Line Cleaning Project to Dale's Environmental Services, LLC for a total price not to exceed \$30,000 and authorize the Mayor to sign the agreement.

For Denial: I move to deny the award of the contract to Dale's Environmental Services, LLC.

Reviewed:


Town Manager

AGREEMENT

TOWN OF JOHNSTOWN, COLORADO

SANITARY SEWER LINE CLEANING

THIS CONTRACT entered into at Johnstown, Colorado, this _____ day of _____, 2016 by and between the TOWN OF JOHNSTOWN, COLORADO, a Colorado Home Rule Town, with address for notice at 450 S. Parish Ave./ P.O. Box 609, Johnstown, Colorado 80534 hereinafter called and referred to as the Town, and DALE'S ENVIRONMENTAL SERVICES, LLC (DES), with address for notice at P O Box 337660, Greeley, CO 80633 hereinafter called and referred to as Contractor.

WITNESSETH:

THAT FOR AND in consideration of the premises, the payments hereinafter provided for, and the mutual covenants, promises, doings, and things hereinafter set forth, the parties hereto do now agree as follows:

1. That Town does engage the services of Contractor, and Contractor does hereby bind himself unto Town, to perform the following project to Town, to wit:

SANITARY SEWER LINE CLEANING

for a total price not to exceed thirty thousand and 00/100 Dollars (\$30,000.00), which shall be paid in the following manner:

The bid price shall be payable by Town unto Contractor upon Town's accounts payable cycle following approval by Town of detail invoices from Contractor. Final payment equal to ten percent (10%) of the bid amount shall be paid upon final completion of the work, and acceptance by the Town, and receipt of all lien waivers, and end of period for Notice of Final Payment as published by Town Clerk.

2. That all of Contractor's performance hereunder shall be in a workmanlike manner, and shall be in conformity with the attached specifications for said project, and in accordance with time restrictions and limitations set forth:

The term "Contract documents" means and includes the following:

- (a) Contract and Attachments
- (b) Specifications
- (c) Insurance Certificates and Insurance Requirements

The contractor shall furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

3. That within five (5) days of the execution of the contract, the Contractor shall have furnished the Town all of the items required of the Contractor in the Contract Documents. Upon receiving the required documents, the Town shall issue a Notice to Proceed. Contractor shall then have until November 30, 2016 to complete the project. Failure to complete the project by the specified time shall cause Contractor to be liable to the Town for \$100.00 each day beyond such time period to reimburse Town for its damages for such delay, such amount being difficult to ascertain in advance, and therefore, the Parties agree to the per day damages as liquidated damages and not as a penalty.

This contract shall be and become binding upon, and inure to the benefit of, the parties hereto, their heirs, personal representatives, successors and assigns. Further, this Contract shall be construed and interpreted according to the laws of the State of Colorado and any action to interpret, construe, or enforce the same shall be maintained in the appropriate court in Weld County, Colorado.

Executed as of the date and year as above written.

TOWN OF JOHNSTOWN, COLORADO

By _____
Mayor

ATTEST:

By _____
Town Clerk

CONTRACTOR

By *Jonell Frost*
(Title) *President*

Attachment A

**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.



DALE'S ENVIRONMENTAL SERVICES, LLC

P.O. Box 337660 – Greeley, Colorado 80633
Phone (970) 371-5251
Phone (303) 503-6697
FAX (970) 356-4168

2016 SCOPE OF SERVICE

**CLEANING OF SANITARY SEWER LINES & SANITARY SEWER-STORMWATER CLOSED
CIRCUIT TV-ING**

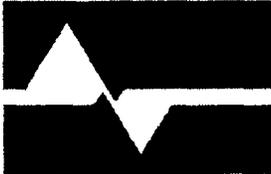
For The Town of Johnstown

DESCRIPTION

COST

Jet cleaning.....\$.35/ft.
all pipe size/diameter

**CITY
OF
LOVELAND
MATERIALS**



City of Loveland

**CITY OF LOVELAND
PURCHASING DIVISION**

Loveland, CO 80537
Phone (970) 962-2695
Fax (970) 962-2918
TDD# (970) 962-2620

| | |
|-----------|---------|
| PO Number | Page(s) |
| 16-0240 | 3 |

DATE: 03/01/2016

PURCHASE ORDER

Vendor: DALE'S ENVIRONMENTAL SERVICES LLC
PO BOX 337660
GREELEY, CO 80633

Ship To:

Federal Tax Exempt #A-138571
State Tax Exempt #98-03478

Bill To: City of Loveland
Attn: Gary Graham
500 East Third St
Loveland, Colorado 80537

IMPORTANT – TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING DOCUMENTS MUST SHOW PURCHASE ORDER NUMBER

Vendor #: 7131

Date Needed: 03/01/2016

FOB: Dest PP&Allow

Requested By: Gary Graham
EMAIL: Gary.Graham@cityofloveland.org

| Item | Quantity | Unit | Vendor/Item Part # | Description | Unit Price | Total Price |
|-------------------------------------|------------|------|--------------------|--|------------|--------------|
| 1 | 135,000.00 | EA | | Cleaning Sanitary Sewer Lines Account # 315-46-313-2904-43899 | \$1.0000 | \$135,000.00 |
| Overall Total: \$ 135,000.00 | | | | | | |

Included Comments

Description

Cleaning Sanitary Sewer Lines

Resolution #:

Contract #:

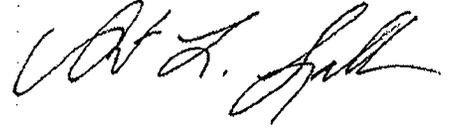
The responsible party has certified by its requisition that this purchase is necessary for the proper operation of the City of Loveland and that the funds are appropriated in the current budget.



Cynthia Scymanski



Steve Johnson



Art Szallar

GENERAL CONDITIONS OF PURCHASE

1. To ensure prompt payment, mail invoices for each shipment. To: (The Requesting Person on the face of this Purchase Order), City of Loveland, 500 E. 3rd St., Loveland, CO 80537, or email to requesting person on the face of this purchase order. Invoices to be plainly marked with the purchase order number. Invoices not mailed as directed may delay payment or become lost.
2. All special conditions on the face of the purchase order are hereby made a part of these general conditions of purchase.
3. The laws of the State of Colorado, U.S.A., shall govern in connection with the information, performance and legal enforcement of this purchase order.
4. The purchase order is an ACCEPTANCE of the OFFER as summarized in your quotation. When this purchase order is an OFFER to buy, your ACCEPTANCE must show promised delivery date and method of shipping.
5. PLEASE ADVISE PERSON REQUESTING (as noted on face of the Purchase Order) IMMEDIATELY IF:
 - A. You cannot make complete shipment to arrive on our promised delivery date.
 - B. Price of items on purchase order differs in any way from actual pricing.
6. Your ACKNOWLEDGMENT MUST show expected delivery dates and method of shipping. An acceptance of this order may be made by returning an acknowledgment or by making a shipment.
7. In the event of a vendor's failure to deliver as and when specifically promised, the City of Loveland reserves the right to cancel this purchase order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Loveland may return all or part of any shipment so made and may charge vendor with any loss or expense as a result of such failure to deliver as promised.
8. Cash discount period will start from date of receipt of acceptable invoice or from date of receipt of acceptable merchandise at destination by authorized City agent, whichever is later.
9. THIS ORDER IS MADE WITH THE FOLLOWING EXPRESS TERMS:
 - A. That goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit, may be returned to you for credit or are replaced on receipt of instructions from the City of Loveland.
 - B. That goods are subject to City inspection on arrival.
 - C. That if price is omitted on purchase order, vendor's price will be the lowest prevailing market price.
10. The City of Loveland is exempt from all Federal taxes under Chapter 32 of the Internal Revenue Code (Registration No. A-138571) and from all City and State use taxes (ref CRS as amended 1973, Chapter 39-26 114(a) State Exempt No 98-03478).
11. Vendor certifies that it meets prevailing wage rates in its area.
12. EQUAL OPPORTUNITY CLAUSE and CERTIFICATION OF NON-SEGREGATED FACILITIES
The vendor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and the applicable law respecting discrimination and unfair employment practices (reference 24.34.301 CRS 1973, as amended, and the Governor's Executive Order of April 16, 1975 relating to equal opportunity and affirmative action, and Section 202 of the Federal Executive Order No. 11246 issued by the President of the United States as amended by Executive Order No. 11375 as applicable which are incorporated herein by reference). The vendor agrees to comply both specifically and with intent of Section 503 and 504 OT the Rehabilitation Act of 1973, as amended. (The Act deals with non-discrimination in hiring and personnel practices related to the handicapped and making facilities accessible to the disabled.)
13. The Vendor agrees to comply with the Davis-Bacon Act when applicable.
14. Termination settlement of purchase orders terminated for convenience of the City of Loveland, not involving delay or late delivery, may be affected by negotiated agreement. Every effort will be made to reach a fair and prompt settlement with the vendor.
15. Receipt of the merchandise, services or equipment in response to the order can result in authorized payment on the part of the City of Loveland. However, it is to be understood that FINAL ACCEPTANCE is dependent upon completion of all applicable required inspection procedures. Should the service rendered or merchandise furnished fail to meet inspection requirements, the City of Loveland reserves the right to open negotiations with the vendor to permit a mutually acceptable and equitable solution to the transaction.
16. TO ENSURE COMPLIANCE with the terms of this contract, the following must be accomplished: All reports, notices, and advice of any nature concerning administration of the order or contract prepared by your company for the City of Loveland's use must be furnished to the Requesting Party as stated on the face of this Purchase Order.
17. Neither party to this contract may assign any portion of this agreement without the prior written consent of the other party.
18. All provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of this agreement.
19. All parties in this contract agree that the representative named herein is in fact bonafide and possess full authority to bind said parties.
20. All shipments in response to and in full accordance with authorized purchase orders having accompanying documents of title are subject to physical inspection prior to acceptance.
21. All transportation charges are to be prepaid by vendor unless otherwise agreed upon in advance.

**RENEWAL
Services Contract**

This Renewal is entered into this 29th day of February, 2016, nunc pro tunc December 31, 2015 by and between the **City of Loveland, Colorado** ("City") and **Dale's Environmental Services, LLC** ("Contractor").

Whereas, the parties entered into a contract for **Cleaning of Sanitary Sewer Lines and Sanitary Sewer Closed Circuit TVing** dated **March 12, 2012** ("Contract"); and

Whereas, the Contract expires on **December 31, 2015**; and

Whereas, the parties desire to renew the Contract for an additional one-year term.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. The Contract is hereby renewed for a one-year term effective **January 1, 2016**, to **December 31, 2016**.
2. The Contract price for this renewal term shall be an amount not to exceed **\$135,000 for cleaning of Sanitary Sewer Lines**.
3. Exhibit A shall remain the same unless an amended Exhibit A is attached to this Renewal. Any such attachments shall be incorporated into the Contract as if fully set forth therein.
4. All other terms and conditions of the Contract shall remain in full force and effect according to the provisions thereof.
5. This Renewal may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101 *et seq.*

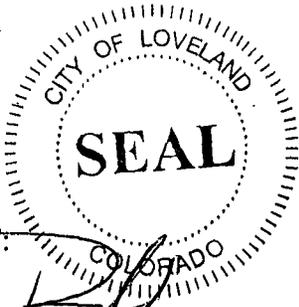
Signed by the parties on the date written above.

[Handwritten Signature]
RB

City of Loveland, Colorado

By: *Stephen Adams*

Title: Director, Water and Power



ATTEST:

Dorinda
City Clerk

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

Contractor

By: [Signature]

Title: President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing Renewal Contract was acknowledged before me this 16th day of FEBRUARY, 2016 by JANELL FOOSE
(Insert name of individual signing on behalf of Contractor)

NICOLE SUZANNE TERITO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124074268
MY COMMISSION EXPIRES NOVEMBER 14, 2016

SEAL

[Signature]
Notary's official signature

NOV 14, 2016
Commission expiration date



DALE'S ENVIRONMENTAL SERVICES, LLC

P.O. Box 337660 – Greeley, Colorado 80638

Phone (970) 371-5251

Phone (303) 503-6697

FAX (970) 356-4168

2016 SCOPE OF SERVICE

**CLEANING OF SANITARY SEWER LINES & SANITARY SEWER-
STORMWATER CLOSED CIRCUIT TV-ING**

DESCRIPTION

COST

Jet cleaning.....\$.35/ft.
all pipe size/diameter

