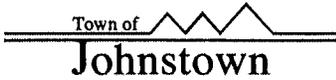


TOWN COUNCIL

MEETING

PACKET

November 5, 2018



Town Council

Agenda
Monday, November 5, 2018
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 – October 15, 2018
 - B) Resolution No. 2018-16, A Resolution Appropriating Additional Sums of Money to Defray Expenses and Transfers in Excess of Amounts Budgeted for the Town of Johnstown, Colorado
 - C) Utility and Emergency Access Easements – Carrier West
 - D) Water and Sewer Service Agreement Johnstown Heights, Amended Filing No. 3
- 7) **TOWN MANAGER REPORT**
- 8) **OLD BUSINESS**
- 9) **NEW BUSINESS**
 - A) **Public Hearing – (First Reading)** Ordinance 2018-154, An Ordinance Amending Chapter 8 of the Johnstown Municipal Code to Include Article VI Concerning the Operation of Golf Cars
 - B) Agreement with Ground Engineering – Material Testing and Special Inspection Services - Johnstown Community Recreation Center
- 10) **COUNCIL REPORTS AND COMMENTS**
- 11) **MAYOR'S COMMENTS**
- 12) **ADJOURN**

WORK SESSION

- 1) Discussion with CDOT – Frontage Road



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.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: November 5, 2018

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) Council Meeting Minutes – October 15, 2018
- B) *Resolution No. 2018- 16, A Resolution Appropriating Additional Sums of Money to Defray Expenses and Transfers in Excess of Amounts Budgeted for the Town of Johnstown Colorado
- C) **Utility and Emergency Access Easements – Carrier West
- D) ***Water and Sewer Service Agreement Johnstown Heights, Amended Filing No. 3

*The attached Resolution authorizes the appropriation of funds (\$1,500,000) from the fund balance of the Water Enterprise Fund for the purchase of ten shares of capital stock in the Consolidated Home Supply Ditch and Reservoir Company as approved at the October 15, 2018 Town Council meeting.

**The property owner, L&C, FTC, requests approval of required utility and emergency access easements associated with the construction of an office/warehouse building (Carrier West) on Ronald Reagan Blvd. in the Iron Horse development. The Town Attorney prepared the easement document forms.

***The Water and Sewer Service Agreement (“WSSA”) is between the Town of Johnstown and Johnstown Heights, LLC, for the development of the remaining nine lots in Johnstown Heights, Amended Filing No. 3. Jan Telep assigned her rights in the Water Agreement dated May 7, 2018, to Johnstown Heights, LLC, the developer. The developer is entitled to purchase water for each of the nine lots for \$9,375 per SFE, and pay a water court transfer fee of \$1,350. The WSSA was prepared by the Town’s water attorney and, besides the agreement to accept cash in lieu, the remaining terms of the WSSA are consistent with the Town’s standard form of WSSA.

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, October 15, 2018 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, LeMasters, Mellon, Molinar, Tallent and Young

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

Agenda Approval

Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to approve the Agenda as submitted. Motion carried with a unanimous vote.

Public Comment

Mr. Hector Olivas, representing the Johnstown Milliken Chamber of Commerce requested Town Council grant a temporary encroachment for vendors wanting to set up tables on sidewalks along Parish Avenue for Trick or Treat Street. Councilmember Lebsack made a motion seconded by Councilmember LeMasters to grant the temporary encroachment to the chamber for Trick or Treat Street. Motion carried with a unanimous vote.

Consent Agenda

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

- October 15, 2018 Town Council Meeting Minutes
- Payment of Bills
- September Financial Statements
- Resolution No. 2018-15 approving a Use by Special Review for drilling of oil and gas wells and construction of a tank battery/production facility for Extraction Oil and Gas, LLC on the Cito Trust property.

Motion carried with a unanimous vote.

New Business

A. Consider Water and Sewer Service Agreement for Carrier West at Iron Horse (L&CFTC, LLC) – L&C FTC, LLC submitted to the Town a Water and Sewer Demand Analysis, based upon the review the in-building water demand for Carrier West at Iron Horse is calculated to be 0.76 acre feet per year and the landscaping (raw water) irrigation demand is calculated to be 1.18 acre feet per year. Water credits for the in-building and irrigation will come from water rights previously dedicated into a “2534 water bank” under a prior agreement. Councilmember Mellon made a motion seconded by Councilmember Tallent to approve the Water and Sewer Service agreement for Carrier West at Iron Horse and authorize the Mayor to sign it. Motion carried with a unanimous vote.

B. Consider Award of Contract to Dale's Environmental Services, LLC (DES) for 2018 Sewer Cleaning Project – DES was the low bidder of the City of Loveland's 2017 sewer cleaning project and was awarded a contract by the City of Loveland. City of Loveland renewed the contract for an additional one-year term on April 24, 2018, at a price of \$.30/foot. DES will provide Johnstown with the same services per the Loveland specifications at the Loveland prices. Councilmember LeMasters made a motion seconded by Councilmember Young to award the contract for the 2018 Sewer Line Cleaning Project to Dale's Environmental Services, LLC for a total price not to exceed \$45,000 and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

C. Discussion of Memorial Donation to the Family of Officer Yuri Thomas – Chief Phillips informed Council that staff is working on creating a 501(c)(3) to receive donations in Officer Thomas's honor. After the creation of the 501(c)(3) a resolution authorizing the donation from the Town will be drafted and presented to Council for approval.

D. Employment Agreement for Interim Town Manager with Matthew LeCerf – The Employment Agreement provides that Matthew LeCerf will be employed by the Town as the Interim Town Manager to perform the functions and duties specified by Colorado law, Article 8 of the Home Rule Charter for the Town of Johnstown, Section 2.45 of the Johnstown Municipal Code and all other applicable laws, ordinances or regulations of the Town of Johnstown. An annual salary of \$135,000 will be paid, along with \$350.00 stipend for his own cell phone and vehicle use. The term of the Agreement is for 6 months commencing on October 15, 2018 and terminating on April 14, 2019. The Agreement will then convert to month-to-month term, with either party entitled to terminate upon 30 days written notice. In addition, The Town has the right to terminate the Agreement for cause by a vote of the majority of the Town Council and has the right to terminate if the Town employs a Permanent Town Manager. Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve the Town of Johnstown Employment Agreement for Interim Town Manager with Matthew S. LeCerf and authorize the Mayor to sign it. Motion carried with a unanimous vote.

E. Purchase and Sale Agreement for Ten Shares of Capital Stock in the Consolidated Home Supply Ditch and Reservoir Company – The Purchase and Sale Agreement reflects that Smilin 11, LLC, S. Reid Ludlow and Jean E. Cowles agree to sell ten shares of capital stock in the Consolidated Home Supply Ditch and Reservoir Company to the Town of Johnstown. The Town agrees to purchase the water in the amount of \$1,500,000. Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve the Purchase and Sale Agreement for Ten Shares of Capital Stock in the Consolidated Home Supply Ditch and Reservoir Company and authorize the Mayor to sign it. Motion carried with a unanimous vote.

F. Consider Approval of Amendment No. 1 to Agreement Between the Town of Johnstown and Adolfson & Peterson Construction – Johnstown Community Recreation Center Construction Project- On April 6, 2018 the Town of Johnstown entered into a Standard Form of Agreement between Owner and Construction Manager with Adolfson & Peterson Construction for preconstruction services for the construction of the Johnstown Community Recreation Center, with the intent to establish a Guaranteed Maximum Price for the construction. Amendment No. 1 to the agreement establishes a Guaranteed Maximum Price of \$2,808,662.00 for costs associated with earthwork, utilities and the Construction Manager's fee. Councilmember Lebsack made a motion seconded by Councilmember Young to

approve Amendment No. 1 (including Exhibit A.1) to the Agreement between the Town of Johnstown and Adolfson & Peterson Construction in an amount not to exceed \$2,808,662.00, and authorize the owner's representative (Mr. LaCouture), with approval from the Town Manager, to approve change orders in an amount not to exceed 5% of the contract amount and authorize the Mayor to sign the Amendment. Motion carried with a unanimous vote.

There being no further business to come before the Council the meeting adjourned at 7:42 p.m.

Mayor

Town Clerk/Treasurer

RESOLUTION

No. 2018-16

TOWN OF JOHNSTOWN

RESOLUTION NO. 2018-16

**A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO
DEFRAY EXPENSES AND TRANSFERS IN EXCESS OF AMOUNTS
BUDGETED FOR THE TOWN OF JOHNSTOWN, COLORADO**

WHEREAS, on December 4, 2018 the Town Council, adopted, by Resolution No. 2017-13 the 2018 Budget, and;

WHEREAS, expenditures in the Water Enterprise Fund incurred for capital expenditures, operating expenditures and required transfers were not foreseen at the time of the adoption of the budget, and

WHEREAS, money is available in the Water Enterprise Fund in the form of the unappropriated or unrestricted reserves.

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

Section 1. That the 2018 appropriation for the Water Enterprise Fund is hereby increased from \$1,711,300 to \$3,211,300.

Section 2. That estimated expenditures for the Water Enterprise Fund is as follows:

Water Enterprise Fund	\$3,211,300
-----------------------	-------------

PASSED, SIGNED, APPROVED AND ADOPTED at a regular meeting of the Town Council of the Town of Johnstown on this 5th day of November, 2018.

Town of Johnstown, Colorado

ATTEST

Town Clerk/Treasurer

Mayor

**UTILITY AND EMERGENCY
ACCESS EASEMENTS**

GRANT OF EMERGENCY ACCESS EASEMENT

THIS INDENTURE, made this 27th day of August, 2018, by and between **L&C FTC, LLC**, a Colorado limited liability company ("**Grantor**") whose address is 4800 Osage St., Denver, Colorado 80221, and the **TOWN OF JOHNSTOWN, COLORADO**, a municipal corporation, ("**Town**"), whose address is 450 S. Parish Ave., Johnstown, Colorado 80534.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Grantor has this day bargained and sold, and by these presents does bargain, sell, convey, transfer and deliver unto the Town, its successors and assigns, a permanent nonexclusive easement in, over and across the real estate hereinafter described, for purposes of access by local, state or federal emergency response agencies and any entity responding at the direction of such an agency ("**Easement**").

The Easement hereby granted, situated in Larimer County, Colorado is described as follows:

See Attached Exhibit A for Legal Description and Exhibit B for Depiction

TO HAVE AND TO HOLD said Easement unto the Town, its successors and assigns, forever. The Grantor does hereby covenant with the Town that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey the Easement herein granted, that the said easement is free and clear of all encumbrances that would prevent the satisfaction of the purposes of this Easement as heretofore stated, and that it will forever warrant and defend the title thereto against lawful claims of all persons whomsoever.

The Grantor further covenants and agrees to construct and maintain in good repair and unobstructed at all times, a permanent all-weather emergency access road capable of supporting fire apparatus over and across the Easement. Prior to construction, Grantor shall prepare and submit plans and specifications for the emergency access road to the Town and such plans and specifications shall be subject to approval by Loveland Fire Rescue Authority. Grantor, for itself and its successors and assigns, covenants and agrees that it shall not modify the width, location, or configuration of the emergency access road without the prior written approval from the Town.

EXHIBIT A

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PART OF LOT 7, BLOCK 1, IRON HORSE FILING ONE, RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083937 OF THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER. LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7 AND CONSIDERING THE EAST LINE OF SAID LOT 7 TO BEAR NORTH 00°15'14" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:
THENCE NORTH 89°44'46" WEST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 39.55 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°44'46" WEST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 41.89 FEET TO A POINT OF CURVATURE;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06°57'07", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 3.03 FEET AND A CHORD THAT BEARS NORTH 12°34'45" EAST A DISTANCE OF 3.03 FEET TO A POINT OF CURVATURE;

THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 98°50'57", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 17.25 FEET AND A CHORD THAT BEARS NORTH 40°19'17" WEST A DISTANCE OF 15.19 FEET;

THENCE NORTH 89°44'46" WEST A DISTANCE OF 106.32 FEET;

THENCE NORTH 00°14'29" EAST A DISTANCE OF 26.00 FEET;

THENCE SOUTH 89°44'46" EAST A DISTANCE OF 106.50 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 24.00 FEET, AN ARC LENGTH OF 37.70 FEET AND A CHORD THAT BEARS NORTH 45°15'14" EAST A DISTANCE OF 33.94 FEET;

THENCE NORTH 00°15'14" EAST A DISTANCE OF 416.00 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET AND A CHORD THAT BEARS NORTH 44°44'46" WEST A DISTANCE OF 35.36 FEET;

THENCE NORTH 89°44'46" WEST A DISTANCE OF 212.00 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET AND A CHORD THAT BEARS SOUTH 45°15'14" WEST A DISTANCE OF 14.14 FEET;

THENCE SOUTH 00°15'14" WEST A DISTANCE OF 445.00 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET AND A CHORD THAT BEARS SOUTH 44°44'46" EAST A DISTANCE OF 14.14 FEET;

THENCE SOUTH 89°44'46" EAST A DISTANCE OF 106.50 FEET;

THENCE SOUTH 00°14'29" WEST A DISTANCE OF 26.00 FEET;

WARE MALCOMB LEADING DESIGN FOR COMMERCIAL REAL ESTATE 990 south broadway suite 230 denver, co 80209 p 303.681.3333 waremalcomb.com	PROJECT NAME: CARRIER WEST			SHEET 1 OF 2
	JOB NO.: DEN18-0010	DATE : 08/10/2018		
	DRAWN: KEB	PA/PM: TS	SCALE: 1" = 80'	

EXHIBIT A

THENCE NORTH 89°44'46" WEST A DISTANCE OF 106.32 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 99°07'48", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 17.30 FEET AND A CHORD THAT BEARS SOUTH 40°41'20" WEST A DISTANCE OF 15.22 FEET TO A POINT OF CURVATURE;

THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06°50'39", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 2.99 FEET AND A CHORD THAT BEARS SOUTH 12°17'54" EAST A DISTANCE OF 2.98 FEET TO THE SOUTH LINE OF SAID LOT 7;

THENCE NORTH 89°44'46" WEST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 27.90 FEET TO A POINT OF CURVATURE;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°44'15", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 6.87 FEET AND A CHORD THAT BEARS NORTH 08°07'21" EAST A DISTANCE OF 6.85 FEET;

THENCE NORTH 00°15'14" EAST A DISTANCE OF 524.72 FEET;

THENCE SOUTH 89°44'46" EAST A DISTANCE OF 299.00 FEET;

THENCE SOUTH 00°15'14" WEST A DISTANCE OF 524.68 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°49'38", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 6.91 FEET AND A CHORD THAT BEARS SOUTH 07°39'35" EAST A DISTANCE OF 6.88 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 41,041 SQUARE FEET, OR 0.942 ACRES, MORE OR LESS.

THE LINEAL DISTANCE UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE UNITED STATES SURVEY FOOT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.

I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT REPRESENT A WARRANTY OR GUARANTY, ETHER EXPRESSED OR IMPLIED.

THOMAS D. STAAB, P.L.S. 25965
FOR AND ON BEHALF OF
WARE MALCOMB
990 SOUTH BROADWAY
SUITE 230
DENVER, COLORADO 80209
P 303.561.3333



WARE MALCOMB LEADING DESIGN FOR COMMERCIAL REAL ESTATE 990 south broadway suite 230 denver, co 80209 p 303.561.3333 waremalcomb.com	PROJECT NAME: CARRIER WEST			SHEET 2 OF 2
	JOB NO.: DEN18-0010		DATE : 08/10/2018	
	DRAWN: KEB	PA/PM: TS	SCALE: 1" = 80'	

GRANT OF WATER MAIN EASEMENT

THIS INDENTURE, made this 15 day of August, 2018, by and between **L&C FTC, LLC**, a Colorado limited liability company (“**Grantor**”) whose address is 4800 Osage St., Denver, Colorado 80221, and the **TOWN OF JOHNSTOWN, COLORADO**, a municipal corporation, (“**Town**”), whose address is 450 S. Parish Ave., Johnstown, Colorado 80534.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Grantor has this day bargained and sold, and by these presents does bargain, sell, convey, transfer and deliver unto the Town, its successors and assigns, a permanent nonexclusive easement in, over and across the real estate hereinafter described to access, construct, maintain, repair, replace, remove, enlarge, operate and/or inspect the water main, fire hydrant and related appurtenances hereinafter depicted by the Town (“**Easement**”).

The Easement hereby granted, situated in Larimer County, Colorado is described as follows:

See Attached Exhibit A for Legal Description and Exhibit B for Depiction

TO HAVE AND TO HOLD said Easement unto the Town, its successors and assigns, forever. The Grantor does hereby covenant with the Town that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey the Easement herein granted, that the said easement is free and clear of all encumbrances that would prevent the satisfaction of the purposes of this Easement as heretofore stated, and that it will forever warrant and defend the title thereto against lawful claims of all persons whomsoever.

The Grantor covenants and agrees to construct the water main and appurtenances across the Easement. Prior to construction, Grantor shall prepare and submit plans and specifications for the water main and appurtenances to the Town and such plans and specifications shall be subject to approval by the Town of Johnstown. Grantor, for itself and its successors and assigns, covenants and agrees that it shall not modify the water main or appurtenances without the prior written approval from the Town.

The Grantor further covenants and agrees not to construct any permanent building or similar structure within the Easement and not to make any change to the grade of the real property without the Town’s prior written approval. The Town, its successors and assigns, shall be permitted to cut, trim, control, and remove trees, brush and other obstructions located within the Easement that injure or interfere with the Easement.

EXHIBIT A

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PART OF LOT 7, BLOCK 1, IRON HORSE FILING ONE, RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083937 OF THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER. LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7 AND CONSIDERING THE EAST LINE OF SAID LOT 7 TO BEAR NORTH 00°15'14" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:
 THENCE NORTH 89°44'46" WEST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 140.02 FEET TO THE **POINT OF BEGINNING;**

THENCE NORTH 89°44'46" WEST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 20.00 FEET;

THENCE NORTH 00°15'14" EAST A DISTANCE OF 35.86 FEET;

THENCE SOUTH 89°50'07" EAST A DISTANCE OF 88.11 FEET;

THENCE NORTH 00°16'34" EAST A DISTANCE OF 225.51 FEET;

THENCE NORTH 89°44'46" WEST A DISTANCE OF 42.23 FEET;

THENCE NORTH 00°15'14" EAST A DISTANCE OF 20.00 FEET;

THENCE SOUTH 89°44'46" EAST A DISTANCE OF 42.24 FEET;

THENCE NORTH 00°16'34" EAST A DISTANCE OF 226.00 FEET;

THENCE NORTH 89°44'46" WEST A DISTANCE OF 130.02 FEET;

THENCE SOUTH 00°15'14" WEST A DISTANCE OF 12.50 FEET;

THENCE NORTH 89°44'46" WEST A DISTANCE OF 10.00 FEET;

THENCE NORTH 00°15'14" EAST A DISTANCE OF 12.50 FEET;

THENCE NORTH 89°44'46" WEST A DISTANCE OF 107.75 FEET;

THENCE SOUTH 00°15'14" WEST A DISTANCE OF 290.50 FEET;

THENCE SOUTH 89°44'46" EAST A DISTANCE OF 16.50 FEET;

THENCE SOUTH 00°15'14" WEST A DISTANCE OF 10.00 FEET;

THENCE NORTH 89°44'46" WEST A DISTANCE OF 16.50 FEET TO THE SOUTH LINE OF SAID LOT 7;

THENCE SOUTH 00°15'14" WEST A DISTANCE OF 207.00 FEET;

THENCE NORTH 89°44'46" WEST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 20.00 FEET;

THENCE NORTH 00°15'14" EAST A DISTANCE OF 527.50 FEET;

WARE MALCOMB LEADING DESIGN FOR COMMERCIAL REAL ESTATE 990 south broadway suite 230 denver, co 80209 p 303.561.3333 waremalcomb.com	PROJECT NAME: CARRIER WEST			SHEET 1 OF 2
	JOB NO.: DEN18-0010	DATE : 08/10/2018		
	DRAWN: KEB	PA/PM: TS	SCALE: 1" = 80'	

EXHIBIT A

THENCE SOUTH 89°44'46" EAST A DISTANCE OF 287.77 FEET;

THENCE SOUTH 00°16'34" WEST A DISTANCE OF 511.48 FEET;

THENCE NORTH 89°50'07" WEST A DISTANCE OF 88.10 FEET;

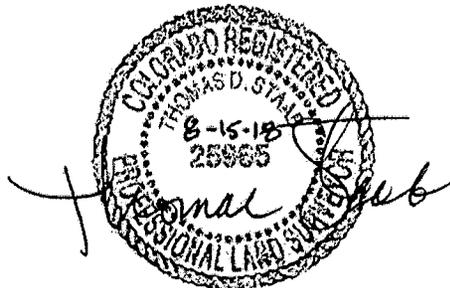
THENCE SOUTH 00°15'14" WEST A DISTANCE OF 15.89 FEET TO **POINT OF BEGINNING**;

SAID PARCEL CONTAINS AN AREA OF 28,949 SQUARE FEET, OR 0.665 ACRES, MORE OR LESS.

THE LINEAL DISTANCE UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE UNITED STATES SURVEY FOOT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.

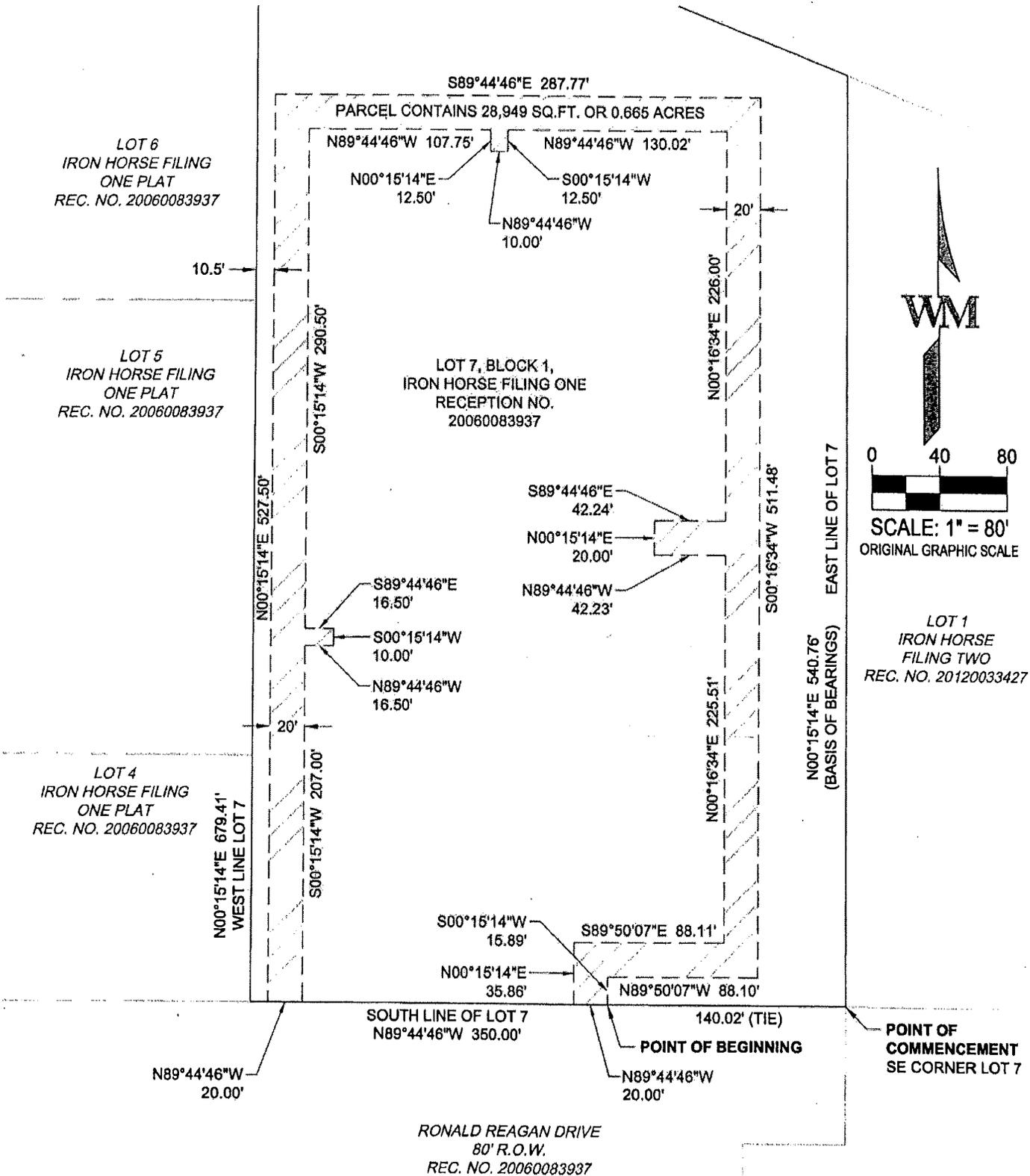
I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT REPRESENT A WARRANTY OR GUARANTY, EITHER EXPRESSED OR IMPLIED.

THOMAS D. STAAB, P.L.S. 25965
FOR AND ON BEHALF OF
WARE MALCOMB
990 SOUTH BROADWAY
SUITE 230
DENVER, COLORADO 80209
P 303.561.3333



WARE MALCOMB LEADING DESIGN FOR COMMERCIAL REAL ESTATE 990 south broadway suite 230 denver, co 80209 p 303.561.3333 waremalcomb.com	PROJECT NAME: CARRIER WEST			SHEET 2 OF 2
	JOB NO.: DEN18-0010	DATE : 08/10/2018		
	DRAWN: KEB	PA/PM: TS	SCALE: 1" = 80'	

EXHIBIT B



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

WARE MALCOMB LEADING DESIGN FOR COMMERCIAL REAL ESTATE 990 south broadway suite 230 denver, co 80209 p 303.561.3333 waremalcomb.com	PROJECT NAME: CARRIER WEST			SHEET 1 OF 1
	JOB NO.: DEN18-0010		DATE: 08/10/2018	
	DRAWN: KEB	PA/PM: TS	SCALE: 1" = 80'	

**WATER AND SEWER
SERVICE AGREEMENT**

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2018, by and between **JOHNSTOWN HEIGHTS, LLC**, a Colorado Limited Liability Company ("Developer") and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation ("Town"), collectively sometimes referred to as the "Parties".

WITNESSETH:

WHEREAS, Developer is the owner of a parcel of land situated in the Town of Johnstown, County of Weld, State of Colorado, and described more particularly in Exhibit "A", attached hereto and incorporated herein by this reference ("Subject Property"); and

WHEREAS, the Subject Property is located within an existing subdivision known as Johnstown Heights and was purchased by Developer from Jan Telep Rogers; and

WHEREAS, prior to the purchase, the Town and Jan Telep Rogers entered into a Water Agreement (Johnstown Heights, Amended Filing No. 3), dated May 7, 2018 ("Water Agreement"); and

WHEREAS, Jan Telep Rogers assigned all of her interest and duties in said Water Agreement to Developer, as set forth in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, said Water Agreement requires, among other things, that the Parties enter into a Water and Sewer Service Agreement for the development of the Subject Property.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Water and Sewer Demand Studies. Said Water Agreement establishes that the developer of the Subject Property plans to develop nine (9) lots and that each lot will require one (1) Single Family Equivalent Unit ("SFE"). As defined by the Town Water Ordinance, each SFE is a number related to the volume of water necessary to meet the demand and consumptive use requirements of an average dwelling unit housing not more than three and one-half (3.5) persons and having not more than three thousand (3,000) square feet of irrigated area. Developer has agreed to purchase the water necessary to provide the nine (9) SFEs from the Town.

2. Water Rights Dedication. The nine (9) SFEs will be used only for the purposes stated in the Water Agreement.

3. Surplus dedication credit. The use of the nine (9) SFEs will not result in a surplus dedication credit.

4. **Commitment to serve.** Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Subject Property the quantity of raw water credit up to the equivalent of 9 SFEs per year, which is 4.5 acre-feet, of water supply for in-home use and landscape irrigation together with the corresponding sewer service.

5. **Future review of water usage and dedication requirements.** In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the Subject Property, at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage.

6. **Payment of Water Court Transfer fees.** Upon execution of this Agreement, Developer shall pay to the Town the sum of ONE THOUSAND THREE HUNDRED AND FIFTY DOLLARS (\$1,350.00) as payment of the Water Court Transfer Fees required by the Ordinance.

7. **Notices.** All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO DEVELOPER:

Bruce Gillam
Johnstown Heights, LLC
3047 Argyll Lane
Johnstown, CO 80534

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Johnstown Town Attorney
19 Old Town Square, Suite 238
Fort Collins, CO 80524

Peter J. Ampe
Hill & Robbins, P.C.
1660 Lincoln St., Suite 2720
Denver, CO 80264

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

8. **Default.** In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence an action in a court of competent jurisdiction in Weld County, Colorado, and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

9. **Successors and assigns.** The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

10. **Amendment or modification.** No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

11. **Attorney's fees and costs.** If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

12. **Waiver.** The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

13. **Headings for convenience only.** Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

14. **Non severability.** Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

15. **Choice of laws.** This agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado.

16. **Entire agreement and Authorization.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

17. **Recordation.** This Agreement may be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Weld County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding

upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

18. Reservation of Rights. Notwithstanding the foregoing, the Town explicitly reserves all rights it may have under the Water Agreement that are separate and distinct from the rights contained herein.

*IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Signatures follow on separate pages

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Scott James, Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Avi Rocklin
Johnstown Town Attorney

Exhibit A

Legal Description

Lot 1, Block 4, Lot 1 and 2, Block 5, Lot 1 and 2, Block 6 and, Lot 1, thru 4, Block 7, Outlot A of Johnstown Heights Third Filing as recorded November 9, 1972 as Document Number 1601353 in the Weld County Clerks Records.

EXHIBIT B

ASSIGNMENT OF WATER AGREEMENT

JAN TELEP ROGERS, Developer (hereinafter "Assignor") assigns, sells, conveys, and transfers all of Assignor's interest to JOHNSTOWN HEIGHTS, LLC (hereinafter "Assignee"), in the Water Agreement described as follows:

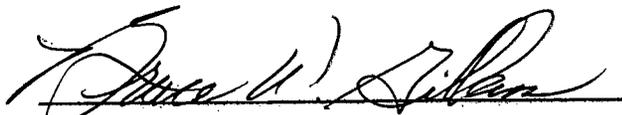
**WATER AGREEMENT (Johnstown Heights, Amended Filing No. 3) dated May 7, 2018,
by and between THE TOWN OF JOHNSTOWN, a Colorado municipal corporation
("Town") and JAN TELEP ROGERS, an Individual ("Developer")**

Assignor agrees that all rights and obligations of Assignor arising under the above listed Agreement or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Assignment, are hereby included in the Assignment and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Water Agreement.

Assignor:


JAN TELEP ROGERS, Developer

Assignee:


Johnstown Heights, LLC by Bruce Gillam

AGENDA ITEM 7

TOWN MANAGER REPORT

TOWN OF JOHNSTOWN

MEMORANDUM

TO: Honorable Mayor and Board of Trustees

FROM: Matt LeCerf, Interim Town Manager

DATE: November 5, 2018

CC: Town Staff
Local Media

SUBJECT: Departmental Report

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

- 11/5/2018 – Regular Town Council Meeting
 - 11/12/2018 – Work Session (None Scheduled)
 - 11/19/2018 – Regular Town Council Meeting
 - 11/26/2018 – Work Session (None Scheduled)
-

Police Department

- *Desert Snow Training* – Officer Perry attended Desert Snow training – This is a high-level drug interdiction training offered through the Homeland Security. This will enable us to better identify trafficking of drugs through vehicles, mail, and other shipping avenues.
- *Supervisor Training* – Sergeant Brown attended the Supervisory Institute for line supervisor training. Sergeant Brown was appointed to this position around the beginning of 2018 and this provides skills and training for effective supervision and in new his leadership role.
- *Defensive Tactics Training* – Officer Balltrip attended Krav Maga Instructor certification training. This training is developed by the Israeli Special Forces as an empty hands defensive tactic discipline. Officer Balltrip is currently our lead trainer in defensive tactics and will help facilitate training to other officers on these technics.
- *Community Involvement* – This Saturday, October 27, 2018 from 10:00 a.m. – 12 p.m. noon, Officer Otero participated in the downtown business district for Trick-or-Treat Street event by handing out candy to trick or treaters. The event was well attended and great for the community to come together.

Administration

- *Front Range Fire District* – The Manager met with representatives from the Front Range Fire District (FRFD). The primary purpose was to discuss the study they conducted regarding impact fees similar to those that have been adopted by the Town Council for the Loveland Rural Fire District. This was also a great opportunity to meet the leadership at the FRFD including the Chief Bateman, Fire Marshal Drage, and Operations Chief Covillo.
- *Chamber of Commerce Cooperative Agreement & Business Afterhours* – One of the items from the October 15, 2018 work session was a desire to have a cooperative agreement with the Johnstown Milliken Chamber of Commerce. The document has been developed with reporting requirements and staff would appreciate feedback from the Council on the draft provided. We hope if both parties agree to the document, to have it approved not later than the first meeting in December. The Manager also attended the Chamber business after hours which was hosted by the Family Physicians of Johnstown and The Point Sports Medicine Rehab.
- *U.S. 34 at Larimer Parkway (Traffic Signal Project)* – An outstanding invoice was paid for the final retainage associated with the above titled referenced project. The retainage due was \$18,165.64. The project is now officially closed. The original contract price was \$346,561.20 and the final project cost was \$363,312.91. The agreement approved by the Council for the initial contract provided for authorization by the Town Manager of up to 10% in change orders. The final variance from the initial project cost was 4.8%. While the project was budgeted exclusively in 2017, there are available funds in the 2018 fiscal year budget that are being utilized from the capital improvement fund without the need for a budget amendment.
- *Public Works Director* – The Public Works Director position is being advertised on the following web sites: American Public Works Association (APWA), Colorado Municipal League and the Town of Johnstown. The last day to remit a letter of interest and resume is November 16, 2018.
- *Milliken Town Manager Meet & Greet* – The Manager attended the two meet and greets hosted by the Town of Milliken with their two finalists for Town Manager.
- *Recreation Center Ground Breaking* – The Town of Johnstown Recreation Center will break ground on Saturday November 10th at 10 a.m. The event will start at Town Hall and then move to the site where participants will conduct a ground breaking ceremony to recognize and celebrate what will be a great facility for the Town to meet recreational needs of the community. Everyone is encouraged to attend.
- *Surplus Property* – Staff is taking an inventory of property owned by the Town that is no longer used or is not operational in the organization. After the list is compiled we will work to dispose of the items. If items require approval by the Council prior to being declared surplus, they will be presented for consideration in December.

Planning Department

- *US Hwy 34 Planning and Environmental Linkage (PEL) Study* – CDOT has released the draft Study for technical review and comment by affected jurisdictions and Federal Highway Administration. The PEL Study includes intersection design alternates for Larimer County Road 3, which impacts the Iron Horse PUD. The review process will conclude in November.

Public Works Department

- *Streets Maintenance* – Crews have graded all alleys in the Town as well as patched the connection between the alleys and the asphalt street segments for better transitions. The crew has also performed the general maintenance on the path around the Town Lake. Potholes have been being cleaned and patched accordingly – if there are others that need to be addressed, we encourage citizens to call Town Hall so we can make repairs accordingly before the winter season is upon us.
- *Gravel Road Maintenance* – All county roads requiring our maintenance have been graded twice a week. The maintenance helps to ensure a proper crown on the roadway for drainage that minimizes more costly maintenance. The Town also partnered with Weld County on Weld County Road 50 by providing mag chloride that the county applied on the road segment we maintain
- *Street Sweepings* – Street sweeper has been clearing the streets/ sidewalks of all fallen leaves. We will continue to do this to prevent leaves from negatively our storm water utility network.
- *Sign Maintenance* – Street signs whether damaged or missing have been being replaced or updated. If there are others in Town that need to be addressed we encourage citizens to call Town Hall to evaluate and making changes accordingly.
- *Wastewater Treatment Repairs* – One of the heaters in the Central WWTP was repaired. The bearing on one of the blower units failed causing the fan blades to break. The blowers provide heat into the building where the DAF units are located. If this building fails to stay above 40 degrees, the chemical for the DAF units will begin to gel and negatively impact the treatment process and our ability to meet discharge requirements.
- *Water Treatment Plant Access* – A contract has been awarded to Town and Country Fencing to install automatic gates at the Water Treatment Plant will be installed this month. Currently there is no access control to the Water Treatment Plant. This item is in the fiscal year 2018 budget and included in the Water Treatment Plant maintenance line item.
- *Water Treatment Membrane Roof Replacement* – Staff requested quotes for replacement of the Town's membrane roof at the water treatment plant. On one building the membrane is over 30 years old and the other buildings membrane is over 12 years old. The low bid has been awarded to KH Roofing, LLC, is within budget, and will be completed by the end of the fiscal year.
- *Water Intake Pipe* – The roto torque value actuator at the Town's raw water intake pipe is being replace due to electrical failure. The actuator allows for automated valve control of the raw water high pressure line into intake pipe before treatment begins.
- *Wastewater Collection Maintenance* – Dale's Environmental Services is working on jetting of sewer lines based on the contract approved last month. Work will be completed by the end of the month subject to weather delays.
- *Park and Cemetery Irrigation* – All irrigation lines for both Town maintained parks and the cemetery have been properly winterized for the season.

AGENDA ITEM 9A

ORDINANCE

No. 2018-154

**(Amending Chapter 8 of Municipal
Code)**

(Operation of Golf Cars)

(*Public Hearing – 1st Reading)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: November 5, 2018

ITEM NUMBER: 9A

SUBJECT: *Public Hearing – (First Reading) Consider Ordinance No. 2018-154, an Ordinance Amending Chapter 8 of the Johnstown Municipal Code to Include Article VI Concerning the Operation of Golf Cars

ACTION PROPOSED: Approve Ordinance No. 2018-154 on first reading

PRESENTED BY: Town Attorney and Chief Phillips

AGENDA ITEM DESCRIPTION: Ordinance No. 2018-154 amends Chapter 8 of the Johnstown Municipal Code to include Article VI, which permits the operation of golf cars on the roads within the Town according to certain terms and conditions.

The term “golf car” as used in the Ordinance has the meaning provided by state statute, which is as follows: “A self-propelled vehicle not designed primarily for operation on roadways and that has: (a) A design speed of less than twenty miles per hour; (b) At least three wheels in contact with the ground; (c) An empty weight of not more than one thousand three hundred pounds; and (d) A carrying capacity of not more than four persons. To be operable on Town roads, the golf car must also be equipped with: front headlamps, front and rear turn signal lamps, rear tail lamps and stop lamps, a rearview mirror or mirrors, a parking brake, a front windshield, seat belts for each occupant, two (2) rear reflectors and a slow moving vehicle sign. The operator of the golf car must be 21, have a valid license and be properly insured. The operator is subject to the Town’s traffic laws.

The golf cars may only travel on roads with a speed limit of 25 miles per hour or less, except that the golf cars may cross a road, including State Highway 60, that has a speed limit greater than 25 miles per hour at an at grade crossing to continue traveling along a roadway with a speed limit of 25 miles per hour or less. In addition, if the owner of the golf car resides at a street address where operation of the golf car is not permitted due to the speed restriction, the owner would be entitled to drive the shortest route to and from the owner’s residence to a street where the golf car is allowed to operate. Golf cars are not permitted on Town paths or trails.

The ordinance does not apply to Town-operated golf cars.

LEGAL ADVICE: Ordinance No. 2018-154 was prepared by the Town Attorney.

FINANCIAL ADVICE: N/A.

RECOMMENDED ACTION: Approve Ordinance No. 2018-154 on first reading.

SUGGESTED MOTION:

For Approval: I move to approve Ordinance No. 2018-154, an Ordinance Amending Chapter 8 of the Johnstown Municipal Code to Include Article VI Concerning the Operation of Golf Cars.

For Denial: I move to deny approval of Ordinance No. 2018-154.

Reviewed:

Town Manager

ORDINANCE

No. 2018-154

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2018-154

AN ORDINANCE AMENDING CHAPTER 8 OF THE JOHNSTOWN MUNICIPAL CODE TO INCLUDE ARTICLE VI CONCERNING THE OPERATION OF GOLF CARS

WHEREAS, the Town of Johnstown, Colorado (“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, Chapter 8 of the Johnstown Municipal Code regulates vehicles and traffic; and

WHEREAS, based initially on a request from a citizen of the Town, the Town Council desires to amend Chapter 8 of the Johnstown Municipal Code to include Article VI to permit the operation of golf cars on the roadways and streets within the Town according to the terms and conditions set forth herein; and

WHEREAS, the Town Council finds that it is in the best interest of the Town of Johnstown to amend Chapter 8 of the Johnstown Municipal Code to include Article VI concerning the operation of golf cars.

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

Section 1. Chapter 8 of the Johnstown Municipal Code is hereby amended to include Article VI, which shall read as follows:

Article VI Golf Cars

Sec. 8-84 Definition

“Golf Car” shall have the meaning set forth in Section 42-1-102 (39.5), C.R.S., as amended, and shall mean, unless the state statute is otherwise amended:

A self-propelled vehicle not designed primarily for operation on roadways and that has:

- (a) A design speed of less than twenty miles per hour;
- (b) At least three wheels in contact with the ground;
- (c) An empty weight of not more than one thousand three hundred pounds; and
- (d) A carrying capacity of not more than four persons.

Sec. 8-85 Operation of Golf Cars

- (a) No person shall operate a Golf Car on the roadway or a street within the Town, except as provided for in this Article.
- (b) An operator of a Golf Car shall have been legally issued and possess a currently valid driver's license and be twenty one (21) years of age or older.
- (c) Every Golf Car operating on a Town street or roadway as allowed herein shall be equipped, at a minimum, with the following equipment:
 - (1) Front headlamps;
 - (2) Front and rear turn signal lamps;
 - (3) Rear tail lamps and stop lamps;
 - (4) A rearview mirror or mirrors;
 - (5) A parking brake;
 - (6) A front windshield;
 - (7) Seat belts for each occupant;
 - (8) Two (2) rear reflectors as either part of the tail lamps or separately; and
 - (9) A slow moving vehicle sign, as provided for by state law, shall be attached on the rear of the Golf Car, and shall be visible in daylight and at night from all distances between six hundred feet (600') and one hundred feet (100') from the rear when directly in upper beam of headlamps.
- (d) The number of persons allowed to travel in a Golf Car shall be limited to the number of seats in the Golf Car, in accordance with the design of the Golf Car, but in no event shall there be more than four (4) persons.
- (e) Every child passenger in a Golf Car shall be secured in a child restraint device as required by state law for children riding as passengers in a motor vehicle.
- (f) Golf Cars shall be restricted to operation on streets and roadways within the Town of Johnstown that have a speed limit of twenty five (25) miles per hour or less; except that a Golf Car may be operated to directly cross a roadway, including State Highway 60, that has a speed limit greater than twenty five (25) miles per hour at an at grade crossing to continue traveling along a roadway with a speed limit equal to or less than twenty five (25) miles per hour. Notwithstanding the foregoing, Golf Cars shall not be operated on, or be permitted to cross, the Interstate 25 Frontage Road. If the owner of the Golf Car resides at a street address where operation of a Golf Car is not

allowed due to this speed restriction, the owner shall be allowed to drive the shortest route to and from the owner's residence to a street where the Golf Car is allowed to operate.

- (g) Golf Cars shall be restricted to operation on streets and roadways within the Town of Johnstown as provided for herein. Golf Cars shall not be allowed on Town paths or trails.

Sec. 8-86 Insurance requirements

Prior to the operation of a Golf Car on a Town street or roadway as allowed herein, each owner shall obtain and carry a liability insurance policy for that Golf Car, which liability insurance policy shall provide coverage for all operators of the Golf Car, meeting the following minimum requirements:

- (a) The liability insurance policy shall be issued by an insurance carrier authorized to do business in the state of Colorado;
- (b) The liability insurance policy shall cover a Golf Car operating on public streets and roadways; and
- (c) The liability insurance policy shall have coverage with a minimum sum of one hundred thousand dollars (\$100,000.00) for damages to property of others, a minimum sum of one hundred thousand dollars (\$100,000.00) for damages for or on account of bodily injury or death of one person as a result of any one accident, and, subject to such limit as to one person, a minimum sum of three hundred thousand dollars (\$300,000.00) for or on account of bodily injury to or death of all persons as a result of any one accident.

Sec. 8-87 Traffic laws

Every person operating a Golf Car in the Town shall be subject to all traffic laws adopted by the Town, and may be subject to the issuance of a summons and complaint for any such traffic violation. Upon conviction of any traffic violation, penalties established in Section 8-26 of this Chapter shall apply. A traffic ticket issued to any operator of a Golf Car shall be governed by the procedures set forth in this Chapter.

Sec. 8-88 Town operated Golf Cars

Notwithstanding any provision contained in this Article, the Town shall be authorized and permitted to operate Golf Cars on Town paths, trails and areas within the parks, greenbelts, open spaces and recreation facilities for public safety, upkeep and maintenance purposes.

Section 2. Publication and Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published, and posted as required by the Town Charter and the adoption, posting, and publication shall be authenticated by the signature of the Mayor and the Town

Clerk, and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2018.

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 _____, 2018.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

AGENDA ITEM 9B

AGREEMENT WITH GROUND

ENGINEERING

(MATERIALS TESTING)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: November 5, 2018

ITEM NUMBER: 9B

SUBJECT: Johnstown Community Recreation Center Construction Material Testing and Special Inspection Services Contract with Ground Engineering Consultants, Inc.

ACTION PROPOSED: Award Agreement to Ground Engineering Consultants, Inc.

PRESENTED BY: Matt LeCerf, Interim Town Manager

AGENDA ITEM DESCRIPTION: A Request for Proposals (RFP) for material testing and special inspection services for the Johnstown Community Recreation Center Project was solicited by Beau LaCouture through three (3) firms. One entity did not respond to the request for bid proposals. Based on those who submitted the recommendation is to award to Ground Engineering Consultant, Inc. with a price of \$77,540. Attached for your review are several documents including:

- A contract executed by Ground Engineering Consultants, Inc. for services to be rendered as part of the agreement.
- Memorandum from Beau LaCouture briefly describing the proposals received.
- The received proposals and provided costs from each vendor
- A financial cost analysis comparing the services to be provided from each of the proposals

The materials testing and special inspection services in this job are critical to the overall success and structural integrity of the building.

The proposal and description of services to be provided by Ground Engineering Consultants, Inc. will be included in the contract agreement as Exhibit A should the Council award this contract to Ground Engineering.

LEGAL ADVICE: The standard contract form has been prepared by the Town Attorney.

FINANCIAL ADVICE: For guidance, please refer to the attached proposals. As an important note, the construction scope of the overall project is approximately \$34 million. This does not include the construction management or architect fees for this project. The line item for this service was estimated at \$60,000. However, we anticipate realized cost savings on other line items through our partnership with the other parties involved in the project. This will allow the final project cost to stay within the allocated and approved budget.

RECOMMENDED ACTION: Select Ground Engineering Consultants, Inc for materials testing and special inspection services.

SUGGESTED MOTIONS:

For Approval: I move to select the firm of Ground Engineering Consultants, Inc for materials testing and special inspection services for the Johnstown Community Recreation Center Project and authorize the Mayor to execute the agreement.

For Denial: I move to deny the selection of Ground Engineering Consultants, Inc for materials testing and special inspection services for the Johnstown Community Recreation Center and ask Staff to solicit additional bids from qualified consultants for this work.

Reviewed:

Town Manager

AGREEMENT

**TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement") is made and entered into this 5th day of November, 2018 (the "Effective Date") by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the "Town") and Ground Engineering Consultants, Inc., a Colorado Corporation ("Contractor") (collectively, the "Parties").

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

WHEREAS, the Parties wish to memorialize their contractual relationship.

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

SECTION 1: PARTIES

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

1.02 Contractor. Contractor has the background, expertise and education to provide the Services. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Contractor shall use its own judgment and skills in determining the method, means and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with the terms hereof and any and all applicable federal, state, and municipal laws, regulations and orders.

SECTION 2: SERVICES, TERM AND COMPENSATION

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

2.02 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through May 15, 2020, and shall not extend beyond that date absent the written approval of the Town.

2.03 Duties and Compensation. The Contractor's duties and compensation shall be as set forth on Exhibit A. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control. Payment for Services shall be provided to Contractor within thirty (30) days of Contractor providing a detailed invoice to the

Town.

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

SECTION 3: OPERATIONS

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

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

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

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

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

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

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR

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

SECTION 7: NOTICE

7.01 Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested as follows:

TO THE TOWN:
Town of Johnstown
Attn: Town Clerk
450 S. Parish Avenue
Johnstown, CO 80534
Email: dseele@townofjohnstown.com

TO CONTRACTOR:
Ground Engineering Consultants, Inc.
Attn: Andrew Suedkamp
2468 East 9th Street
Loveland, CO 80537
Email: Andrew.suedkamp@groundeng.com

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

SECTION 8: MISCELLANEOUS

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

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

8.03 Illegal Aliens. Contractor shall comply with the statutory provisions prohibiting

employment of illegal aliens, as set forth on Exhibit B, attached hereto and incorporated herein by such reference.

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

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

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

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

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

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

8.10 Mediation. In the event of any dispute arising under this Agreement, except in the case of injunctive relief as set forth in Paragraph 8.11, the Parties shall submit the matter to mediation prior to commencing legal action and shall equally share the cost of the mediation.

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

8.12 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought

to enforce any of the provisions of this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

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

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

8.15 No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

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

[Remainder of page intentionally left blank.]

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

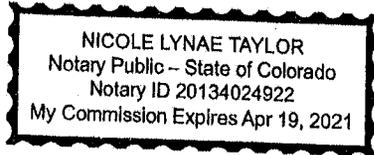
By: Andrew Suedkamp
Name: Andrew Suedkamp
Title: President

STATE OF COLORADO)
) ss
COUNTY OF Arapahoe

SUBSCRIBED AND SWORN to before me this 30th day of October, 2018, by
Andrew Suedkamp as the President of Ground Engineering Consultants

WITNESS my hand and official seal.

My commission expires: 4/19/21



[Signature]
Notary Public

EXHIBIT A
SERVICES

Johnstown Community YMCA
Johnstown, Colorado

Estimated Time					
Soils Technician	\$50.00	per hour	207.5	Hours	\$10,375.00
Concrete Technician	\$45.00	per hour	332	Hours	\$14,940.00
Shotcrete Technician	\$45.00	per hour	50	Hours	\$2,250.00
Asphalt Technician	\$45.00	per hour	30	Hours	\$1,350.00
Reinforcing Steel Technician	\$50.00	per hour	176	Hours	\$8,800.00
Masonry Technician	\$50.00	per hour	96	Hours	\$4,800.00
Structural Steel/Welding (on-site)	\$75.00	per hour	84	Hours	\$6,300.00
PM Management/Meetings/Review	\$95.00	per hour	72	Hours	\$6,840.00

Subtotal for Labor and Time Estimate \$55,655.00

Laboratory Testing and Unit Billing

					Estimate
Soil					
Standard Proctor Compaction	5	Tests @	\$100.00		\$500.00
Gradation	5	Tests @	\$60.00		\$300.00
Atterberg Limit	5	Tests @	\$65.00		\$325.00
Concrete					
Concrete Compression Test, Cylinders (each)	480	Tests @	\$14.00		\$6,720.00
Shotcrete Comp. Str. (per panel)	30	Tests @	\$225.00		\$6,750.00
Masonry					
Mortar Compressive Strength	9	Tests @	\$20.00		\$180.00
Masonry Prism Comp. Strength	18	Tests @	\$95.00		\$1,710.00
Grout Compressive Strength	12	Tests @	\$30.00		\$360.00
Asphalt					
AC Content and Extracted Gradation	4	Tests @	\$160.00		\$640.00
Theoretical Maximum Specific Gravity	4	Tests @	\$100.00		\$400.00

Subtotal for Lab Testing and Unit Billing \$17,885.00

Total Proposed Estimate \$73,540.00

This estimate has been compiled based on information provided to GROUND Engineering Consultants, Inc. as of the date of proposal. General Conditions and Limitations of Liability have been submitted herewith, and are incorporated herein by reference. This estimate is not inclusive of any retests, nor of any changes to scope or schedule of work.

ADDITIONAL SERVICES IF REQUESTED

Rammed Aggregate Piers Field Technician 80.0 hours at \$50.00 per hour \$4,000.00

➤ **Total with Rammed Aggregate Piers included \$77,540.00**

Noted Proposal Assumptions/Exclusions/Conditions

1. This proposal assumes the following:
 - a. 10 total days of rammed aggregate pier installations. Note: it is typical for the specialty contractor who installs rammed aggregate piers to provide their own quality control testing/inspection; we have provided a separate line item estimate above if requested to provide observations during rammed aggregate pier installations.

- b. Our estimate is based on the following quantity of scheduled trips to the site for concrete pours:
 - i. Site work concrete (flatwork/curb and gutter/sidewalk, storm/drainage structures, miscellaneous site structures) – 36 pours
 - ii. Structural concrete (foundation, slabs, etc.) – 32 pours
 - iii. Reinforced pool concrete – 20 pours
 - iv. Reinforced shotcrete placements – 10 placements
2. Structural steel fabrication shop inspections are not included in our estimated fees but can be provided under an added scope of services upon request; structural steel is assumed to be fabricated in an AISC certified shop.
3. Building Inspection Services (excluded): Many municipalities are no longer providing the required inspections for commercial, retail and mixed use construction projects and the tenant finish portion of construction projects. GROUND can provide these services for this project in accordance with local, national, and/or international codes. We have highly qualified and certified IBC building inspectors familiar with the requirements for building/special inspection including fabrication, structural and nonstructural wood and light-gauge framing components, adhered and anchored masonry veneer, lath and gypsum board, EIFS, sprayed fire-resistant materials, fire-resistant penetrations, fire stopping assemblies, insulation, dampproofing and waterproofing, roof assemblies, and energy efficiency of buildings. *Note: Our staff of in-house building inspectors can complete these services at a rate of \$78.00 per hour, upon request.*
4. Fire Stop Inspection – If requested, GROUND can provide firestop inspection services at a rate of \$95.00 per hour under a separate scope of work. These services are provided by an IFC certified building inspector.
5. Floor slab specialty testing, including floor flatness/levelness and slab moisture testing, are excluded from this proposal estimate but can be provided upon request.
6. Modulus testing of rammed aggregate piers is excluded – assumed to be completed by installation contractor (typical), but we observe and report on this testing.

Service Agreement/Proposal Conditions

The scope addressed by this proposal does not include geotechnical engineering services, other than any specifically identified herein. Should geotechnical engineering services be requested, including but not necessarily limited to soil bearing pressure evaluation, remedial earthwork/soil stabilization recommendations, groundwater evaluation, and assessment of soil suitability for specific uses, the Client/Owner/Contractor must realize additional time, exploration, evaluation/analysis, and costs likely will be incurred for such services. Such services would be provided under a separate scope and fee. Performing materials testing and observation services does not place the Consultant in the role of Geotechnical Engineer for the project, and the Consultant cannot assume that role unless specifically contracted to do so.

You will be invoiced for the amount of services actually performed, so actual total cost may be more or less than the amount estimated above. The terms under which our services will be performed are outlined in the General Conditions that contain a limitation of GROUND's liability. This proposed estimate shall be valid for a period of 120 calendar days from the date of submittal. GROUND reserves the right to review and revise the proposed quantities and unit rates thereafter. The referenced "Fee Schedule" and "General Conditions" are included and are part of this proposal. We propose that our fees for any additional services be based on our hourly and unit costs in accordance with the "Fee Schedule". Also note that GROUND reserves the right to withhold data and reports until we have received a signed proposal. If this proposal meets with your approval, please sign one copy and return it to this office.

GROUND ENGINEERING

FEE SCHEDULE - CONSTRUCTION SERVICES

MATERIAL TESTING AND SPECIAL INSPECTION

(Time is round trip from office to project site and return)

• Concrete and Asphalt Testing (hourly)	\$45.00
• Soil Testing (hourly)	\$50.00
• Rebar, Masonry, Post Tension, Piers (hourly)	\$50.00
• Floor Flatness (hourly)	\$65.00
• Wastewater Pipe Inspection (hourly)	\$60.00
• Coring and Concrete Humidity/Moisture (hourly)	\$75.00
• Certified Welding Inspector (CWI) (hourly)	\$75.00
• Certified Building Inspector (hourly)	\$78.00
• Certified Fire Stop Inspector (hourly)	\$95.00

MANAGEMENT AND ENGINEERING

• Project Management-Review /Supervision (hourly)	\$95.00
• Senior Project Engineer/Geologist (hourly)	\$150.00
• Project Engineer/Geologist (hourly)	\$115.00
• Staff Engineer/Geologist (hourly)	\$95.00
• Principal Engineer, Senior Project Manager	Quote
• Overtime (Over 8hrs/day, weekends, after 6pm)	rate + \$15.00
• Trip Charge (covers vehicle and equipment)	\$0.00
• Interest charged after 30 days from invoice date	1.5%

MISCELLANEOUS

(These units are on a project by project basis and will only apply as detailed in the proposal)

• Vehicle Mileage	Quote	• Mobile Laboratory	Quote
• Daily Rates	Quote	• Outside Laboratory Services	Quote
• Out-of-town living expenses, commercial travel costs, equipment rental, etc.	Quote	• Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity	Quote
• File Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer			Quote

LABORATORY TESTING

Soil and Aggregate

Standard Proctor Compaction	\$100.00
Modified Proctor Compaction	\$110.00
Soil Cement Proctor	\$150.00
Natural Density and Moisture Content	\$15.00
Specific Gravity of Fine Aggregate	\$65.00
Gradation	\$60.00
No. 200 Wash	\$35.00
Gradation and Hydrometer	\$135.00
"R"-Value	\$350.00
Atterberg Limit	\$65.00
Unconfined Comp. Str.-Soil Stab. (per set)	\$250.00
pH Test	\$50.00
Water Soluble Sulfates Test	\$50.00
Triaxial Permeability	\$375.00
Freeze-Thaw Test	\$500.00
Denver Swell	\$65.00
Direct Shear	\$375.00
Soil Stabilization Mixture Analysis	Quote
Sand Equivalent	\$95.00
Relative Density	\$200.00
Clay Lumps and Friable Particles	\$45.00
Flat or Elongated Particles	\$60.00
Sulfate Soundness	\$200.00
Fractured Faces Test	\$60.00
Los Angeles Abrasion Test	\$150.00
Uncompacted Voids Test	\$95.00
Specific Gravity of Coarse Aggregate	\$95.00

Concrete

Concrete Compression Test, Cylinders (each)	\$14.00
Concrete Comp. St. Cylinders (high strength concrete)	\$75.00
Compressive Strength-CLSM Cylinders	\$20.00
Concrete Flexural Test, Beams	\$55.00
Maturity Data Logger (each)	\$75.00
Moisture Coupons (each)	\$50.00
Relative Humidity Sensors (ASTMF2170) (each)	\$75.00
Shotcrete Comp. Str. (per panel)	\$225.00
Maturity Meter Strength Correlation	Quote

Asphalt

AC Content and Extracted Gradation	\$160.00
Stability and Flow (Marshall)	\$200.00
Specific Gravity (SSD) and Voids (Gyratory) (per test)	\$250.00
Theoretical Maximum Specific Gravity	\$100.00
Modified Lotman (TSR)	\$325.00
Ignition Oven Calibration	\$225.00
Specific Gravity (SSD) and Voids (per Core)	\$40.00
Coring-Asphalt (Dia. (in.) X Depth (in.) X No. cores)	\$1.50
Stability (Gyratory)	\$105.00
Asphalt Moisture Content	\$15.00
Asphalt and Concrete Mixture Analysis	Quote
Micro Deval	\$175.00

Masonry

Mortar Compressive Strength	\$20.00
Masonry Prism Comp. Strength	\$95.00
Grout Compressive Strength	\$30.00
Compressive Strength CMU/Brick Coupon	\$50.00

2A_15 -2015 C1.1_0

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

Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

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

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

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

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph 1 of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days that subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

RECOMMENDATION

FROM

**OWNERS REPRESENTATIVE
(MR. BEAU LACOUTURE)**

Johnstown Community Recreation Center

Materials Testing Proposal Review & Recommendation

After contacting three materials testing companies, two companies provided proposals for Materials Testing services during the construction of the Johnstown Community Rec Center. Those two Companies were Kumar & Associates, Inc. and Ground Engineering. Both Companies proposed Unit-Cost agreements based on their best guess of the scope of work that will be required for the project.

In the attached spreadsheet, I broke out the number of hours/ units and their associated costs from each proposal. To get a good comparison of scope that was included vs. cost of the scope, I went with the highest scope provided (Ground Engineering) and transferred their Hour/unit numbers to Kumar's hourly cost numbers. In an 'apples to apples' scope comparison, Ground Engineering has a lower cost overall.

It is my recommendation that the Town enter into an agreement with Ground Engineering for Materials Testing services for the Johnstown Community Recreation Center.

Thank you,

Beau LaCouture

PROPOSAL

FROM

GROUND ENGINEERING

GROUND

ENGINEERING

October 17, 2018

Subject: Proposal for Materials Testing and
Special Inspection Services, Johnstown
Community YMCA

Proposal No. 1810-1846

Town of Johnstown
450 South Parish Avenue
Johnstown, Colorado 80534
Attn: Beau LaCouture (Representing the Town)

Ground Engineering Consultants, Inc. (GROUND) appreciates the opportunity to prepare a proposal to provide materials testing and special inspection services for the Johnstown Community YMCA located at 165 Settler Way in Johnstown, Colorado. Our proposed fees are based on quantities estimated from plans and specifications provided, and the geotechnical report prepared by GROUND; we believe utilizing the geotechnical engineer of record through the construction phase will provide the best value to the Town of Johnstown. Our ability to provide efficient, cost effective construction services from our nearby Loveland office (all by in-house staff including Certified Weld Inspectors), along with responsive geotechnical consultation as-needed with the design and construction teams, will help to provide the best service to the Town and entire project team.

Scope of Project

The proposed project will generally consist of the construction of a single level building (with partial mezzanine level) and associated sitework. The foundation construction will consist of a shallow foundation system with a slab on grade, on rammed aggregate piers. The building will consist of structural steel framing, structural masonry walls, and a steel joist and metal deck roof system. Site improvements are anticipated to include the following activities: site grading, building pad preparation, utility installations, concrete flatwork, and asphalt paving.

Fee Estimate

To assist in the budgeting of this project, we are providing the following general scope of services and approximate costs for each service. To prepare this estimate, a number of assumptions were made regarding the project construction sequencing, the actual number of hours and associated tests may be more or less. Please note that the services detailed below will only be provided as scheduled by the Owner, Owner's Representative, Contractor, or applicable Subcontractors. Additional services beyond those below can be provided. Please contact our office for a fee estimate for additional services that may be needed.

The fees outlined below represents an estimate of the time and unit cost for the proposed scope of services, based on our understanding of the project quantities and assuming proper scheduling of our services. The estimate detailed is not inclusive of costs associated with retesting. An overtime rate of an additional \$15.00 per hour above the hourly rate will be billed for hours over 8 per day and all hours on nights and weekends, and double time will be billed on major holidays.

Estimated Time

Soils Technician	\$50.00	per hour	207.5	Hours	\$10,375.00
Concrete Technician	\$45.00	per hour	332	Hours	\$14,940.00
Shotcrete Technician	\$45.00	per hour	50	Hours	\$2,250.00
Asphalt Technician	\$45.00	per hour	30	Hours	\$1,350.00
Reinforcing Steel Technician	\$50.00	per hour	176	Hours	\$8,800.00
Masonry Technician	\$50.00	per hour	96	Hours	\$4,800.00
Structural Steel/Welding (on-site)	\$75.00	per hour	84	Hours	\$6,300.00
PM Management/Meetings/Review	\$95.00	per hour	72	Hours	\$6,840.00

Subtotal for Labor and Time Estimate \$55,655.00

Laboratory Testing and Unit Billing

				Estimate
Soil				
Standard Proctor Compaction	5	Tests @	\$100.00	\$500.00
Gradation	5	Tests @	\$60.00	\$300.00
Atterberg Limit	5	Tests @	\$65.00	\$325.00
Concrete				
Concrete Compression Test, Cylinders (each)	480	Tests @	\$14.00	\$6,720.00
Shotcrete Comp. Str. (per panel)	30	Tests @	\$225.00	\$6,750.00
Masonry				
Mortar Compressive Strength	9	Tests @	\$20.00	\$180.00
Masonry Prism Comp. Strength	18	Tests @	\$95.00	\$1,710.00
Grout Compressive Strength	12	Tests @	\$30.00	\$360.00
Asphalt				
AC Content and Extracted Gradation	4	Tests @	\$160.00	\$640.00
Theoretical Maximum Specific Gravity	4	Tests @	\$100.00	\$400.00

Subtotal for Lab Testing and Unit Billing \$17,885.00

Total Proposed Estimate \$73,540.00

This estimate has been compiled based on information provided to GROUND Engineering Consultants, Inc. as of the date of proposal. General Conditions and Limitations of Liability have been submitted herewith, and are incorporated herein by reference. This estimate is not inclusive of any retests, nor of any changes to scope or schedule of work.

ADDITIONAL SERVICES IF REQUESTED

Rammed Aggregate Piers Field Technician 80.0 hours at \$50.00 per hour \$4,000.00

➤ **Total with Rammed Aggregate Piers included \$77,540.00**

Noted Proposal Assumptions/Exclusions/Conditions

1. This proposal assumes the following:
 - a. 10 total days of rammed aggregate pier installations. Note: it is typical for the specialty contractor who installs rammed aggregate piers to provide their own quality control testing/inspection; we have provided a separate line item estimate above if requested to provide observations during rammed aggregate pier installations.

- b. Our estimate is based on the following quantity of scheduled trips to the site for concrete pours:
 - i. Site work concrete (flatwork/curb and gutter/sidewalk, storm/drainage structures, miscellaneous site structures) – 36 pours
 - ii. Structural concrete (foundation, slabs, etc.) – 32 pours
 - iii. Reinforced pool concrete – 20 pours
 - iv. Reinforced shotcrete placements – 10 placements
2. Structural steel fabrication shop inspections are not included in our estimated fees but can be provided under an added scope of services upon request; structural steel is assumed to be fabricated in an AISC certified shop.
3. Building Inspection Services (excluded): Many municipalities are no longer providing the required inspections for commercial, retail and mixed use construction projects and the tenant finish portion of construction projects. GROUND can provide these services for this project in accordance with local, national, and/or international codes. We have highly qualified and certified IBC building inspectors familiar with the requirements for building/special inspection including fabrication, structural and nonstructural wood and light-gauge framing components, adhered and anchored masonry veneer, lath and gypsum board, EIFS, sprayed fire-resistant materials, fire-resistant penetrations, fire stopping assemblies, insulation, dampproofing and waterproofing, roof assemblies, and energy efficiency of buildings. *Note: Our staff of in-house building inspectors can complete these services at a rate of \$78.00 per hour, upon request.*
4. Fire Stop Inspection – If requested, GROUND can provide firestop inspection services at a rate of \$95.00 per hour under a separate scope of work. These services are provided by an IFC certified building inspector.
5. Floor slab specialty testing, including floor flatness/levelness and slab moisture testing, are excluded from this proposal estimate but can be provided upon request.
6. Modulus testing of rammed aggregate piers is excluded – assumed to be completed by installation contractor (typical), but we observe and report on this testing.

Service Agreement/Proposal Conditions

The scope addressed by this proposal does not include geotechnical engineering services, other than any specifically identified herein. Should geotechnical engineering services be requested, including but not necessarily limited to soil bearing pressure evaluation, remedial earthwork/soil stabilization recommendations, groundwater evaluation, and assessment of soil suitability for specific uses, the Client/Owner/Contractor must realize additional time, exploration, evaluation/analysis, and costs likely will be incurred for such services. Such services would be provided under a separate scope and fee. Performing materials testing and observation services does not place the Consultant in the role of Geotechnical Engineer for the project, and the Consultant cannot assume that role unless specifically contracted to do so.

You will be invoiced for the amount of services actually performed, so actual total cost may be more or less than the amount estimated above. The terms under which our services will be performed are outlined in the General Conditions that contain a limitation of GROUND's liability. This proposed estimate shall be valid for a period of 120 calendar days from the date of submittal. GROUND reserves the right to review and revise the proposed quantities and unit rates thereafter. The referenced "Fee Schedule" and "General Conditions" are included and are part of this proposal. We propose that our fees for any additional services be based on our hourly and unit costs in accordance with the "Fee Schedule". Also note that GROUND reserves the right to withhold data and reports until we have received a signed proposal. If this proposal meets with your approval, please sign one copy and return it to this office.

Thank you for considering us for the materials testing and special inspection services on this project.

Sincerely,
GROUND Engineering Consultants, Inc.

Joseph Zorack,
P.E.

Digitally signed by Joseph Zorack, P.E.
DN: cn=Joseph Zorack, P.E., o=GROUND
Engineering Consultants, Inc, ou=Project/
Office Manager (professional engineer),
email=joe.zorack@groundeng.com, c=US
Date: 2018.10.18 07:49:59 -06'00'

Joseph Zorack, P.E.

Agreed to this _____ day of _____, 2018

Town of Johnstown, by: _____

Print: _____

GROUND ENGINEERING

FEE SCHEDULE - CONSTRUCTION SERVICES

MATERIAL TESTING AND SPECIAL INSPECTION

(Time is round trip from office to project site and return)

• Concrete and Asphalt Testing (hourly)	\$45.00
• Soil Testing (hourly)	\$50.00
• Rebar, Masonry, Post Tension, Piers (hourly)	\$50.00
• Floor Flatness (hourly)	\$65.00
• Wastewater Pipe Inspection (hourly)	\$60.00
• Coring and Concrete Humidity/Moisture (hourly)	\$75.00
• Certified Welding Inspector (CWI) (hourly)	\$75.00
• Certified Building Inspector (hourly)	\$78.00
• Certified Fire Stop Inspector (hourly)	\$95.00

MANAGEMENT AND ENGINEERING

• Project Management-Review/Supervision (hourly)	\$95.00
• Senior Project Engineer/Geologist (hourly)	\$150.00
• Project Engineer/Geologist (hourly)	\$115.00
• Staff Engineer/Geologist (hourly)	\$95.00
• Principal Engineer, Senior Project Manager	Quote
• Overtime (Over 8hrs/day, weekends, after 6pm)	rate + \$15.00
• Trip Charge (covers vehicle and equipment)	\$0.00
• Interest charged after 30 days from invoice date	1.5%

MISCELLANEOUS

(These units are on a project by project basis and will only apply as detailed in the proposal)

• Vehicle Mileage	Quote	• Mobile Laboratory	Quote
• Daily Rates	Quote	• Outside Laboratory Services	Quote
• Out-of-town living expenses, commercial travel costs, equipment rental, etc.	Quote	• Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity	Quote
• Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer	Quote		

LABORATORY TESTING

Soil and Aggregate

Standard Proctor Compaction	\$100.00
Modified Proctor Compaction	\$110.00
Soil Cement Proctor	\$150.00
Natural Density and Moisture Content	\$15.00
Specific Gravity of Fine Aggregate	\$65.00
Gradation	\$60.00
No. 200 Wash	\$35.00
Gradation and Hydrometer	\$135.00
"R"-Value	\$350.00
Atterberg Limit	\$65.00
Unconfined Comp. Str.-Soil Stab. (per set)	\$250.00
pH Test	\$50.00
Water Soluble Sulfates Test	\$50.00
Triaxial Permeability	\$375.00
Freeze-Thaw Test	\$500.00
Denver Swell	\$65.00
Direct Shear	\$375.00
Soil Stabilization Mixture Analysis	Quote
Sand Equivalent	\$95.00
Relative Density	\$200.00
Clay Lumps and Friable Particles	\$45.00
Flat or Elongated Particles	\$60.00
Sulfate Soundness	\$200.00
Fractured Faces Test	\$60.00
Los Angeles Abrasion Test	\$150.00
Uncompacted Voids Test	\$95.00
Specific Gravity of Coarse Aggregate	\$95.00

Concrete

Concrete Compression Test, Cylinders (each)	\$14.00
Concrete Comp. St. Cylinders (high strength concrete)	\$75.00
Compressive Strength-CLSM Cylinders	\$20.00
Concrete Flexural Test, Beams	\$55.00
Maturity Data Logger (each)	\$75.00
Moisture Coupons (each)	\$50.00
Relative Humidity Sensors (ASTM F2170) (each)	\$75.00
Shotcrete Comp. Str. (per panel)	\$225.00
Maturity Meter Strength Correlation	Quote

Asphalt

AC Content and Extracted Gradation	\$160.00
Stability and Flow (Marshall)	\$200.00
Specific Gravity (SSD) and Voids (Gyratory) (per test)	\$250.00
Theoretical Maximum Specific Gravity	\$100.00
Modified Lotman (TSR)	\$325.00
Ignition Oven Calibration	\$225.00
Specific Gravity (SSD) and Voids (per Core)	\$40.00
Coring-Asphalt (Dia. (in.) X Depth (in.) X No. cores)	\$1.50
Stability (Gyratory)	\$105.00
Asphalt Moisture Content	\$15.00
Asphalt and Concrete Mixture Analysis	Quote
Micro Deval	\$175.00

Masonry

Mortar Compressive Strength	\$20.00
Masonry Prism Comp. Strength	\$95.00
Grout Compressive Strength	\$30.00
Compressive Strength CMU/Brick Coupon	\$50.00

2A_15 -2015 C1.1_0

GENERAL CONDITIONS

INTENT OF SERVICES: The services and any subsequent analysis and reporting performed by the Consultant under this agreement are intended to assist the Client, Owner, and governing authorities in evaluating compliance with project specifications. It must be understood that the Consultant's tests, observations, or inspection results do not mean that Consultant is approving any aspect of the design, or the work performed or materials used by the Contractor or any Subcontractors. Client acknowledges that Consultant is not responsible for the contractor's or subcontractor's compliance with regulating agencies, safety, materials, means, methods, techniques, sequences, procedures of construction, nor for contractor's failure to follow recommendations or good construction practices, and that the services provided by the Consultant shall not relieve the contractor of its obligation to perform the Work in accordance with the project plans and specifications, as well as use materials that are in accordance with the plans and specifications.

The observation and testing services outlined herein, or lack thereof, do not relieve the contractor, subcontractors or any other applicable trades of their responsibilities to perform their portion of this project in conformance to the project plans, specifications, and other applicable documents.

Any exploration, testing, specific observations, inspection and/or analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Service Agreement and Consultant is not responsible for interpretation by others of the information developed. Client recognizes that conditions on the project site may vary from those encountered during testing and that information generated by Consultant is based solely on the information available to the Consultant at the time and location of such testing. Furthermore, the Client acknowledges that actual testing, observation, or inspection performed is likely on a very small percentage of the overall project and that as such, may not fully reflect the work performed or materials used by Project Contractors or Subcontractors.

The proposed scope of services provided herein does not include engineering review of the project documents in regard to the geotechnical aspects of the project such as foundations, slabs, pavements, drains, walls, etc; nor does the proposed scope of work consist of construction management services relating to acceptance of materials, material types, or placement methodology. It is not the responsibility of the Consultant to accept or reject material placement or material types, nor to alter, amend, or revise project specifications. If required, these services can be provided under a separate scope of work.

RIGHT-OF-ENTRY: Unless otherwise agreed, Client will furnish right-of-entry for Consultant to take the scheduled tests or observations. Consultant will take reasonable precautions to reduce damage to property. However, cost of restoration or damage that may result from field operations are not included in the fee unless otherwise stated, and Consultant cannot be held responsible. Any construction debris or waste generated as a result of the required testing is the responsibility of the Client and their respective Contractor or Subcontractors.

SCHEDULING OF SERVICES: ALL observation and testing requests must be scheduled through our Main Office (303-289-1989) at least 24 hours in advance of each required observation or test. Verbal test results can be provided to the Contractor/Subcontractor and/or any other entities or representatives as designated by the Client as tests are completed, and formal, typed reports can be forwarded once they have been processed and reviewed. Unless specifically scheduled through our main office for a specific test/observation, date, and time, testing or observations may not occur.

The required amount of work for materials testing depends on the Client's, Contractor's, Subcontractor's, or other Entity's scheduling of our services, as well as their production schedule. Having no control over these factors, our proposed scope of work is in general accordance to the attached Fee Schedule.

The proposed scope of work is for periodic testing and observation. It is therefore important that the Client, Contractor, or Subcontractors schedule our field technicians such that: (1) Sufficient tests are conducted to comply with project specifications; and, (2) That such testing occurs at locations that are randomly distributed throughout the materials being tested. The quantity of tests provided for the various elements in the attached sheets are estimates; actual amounts of individual tests and locations are highly dependent on the Contractor's schedule and the scheduling of our field personnel (technicians, CWI, utility inspectors or building inspectors) by the Client, Contractor and/or Subcontractors.

INVOICES: Consultant will submit progress invoices to client monthly and a final bill upon completion of the services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. Rates quoted in this proposal reflect a 3% cash/check discount. Pricing will be adjusted to remove this discount in the event client prefers to pay by credit card. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past-due accounts. Should Consultant bring suit to recover past due payment for services rendered to Client, Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees.

REPORTS: Reports, plans and other work products prepared by Consultant remain the property of Consultant until all fees for Consultant's services have been paid. Client agrees that all reports and other documents furnished to the Client and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction. Any Contractor or Subcontractor other than the Client who uses any test data or other information provided by Consultant in support of this scope of work must indemnify the Consultant from and against any and all claims resulting from such use.

FINAL LETTERS: Many governing agencies require that the Consultant provide some form of final letter at the completion of a project. Such letters are usually required to state that the project was constructed in compliance or general compliance to certain specifications, plans, or codes. As professional consulting engineers, it is not possible or reasonable to state with certainty that all work completed by others completely complied with any specification, plan, or code, and any interpretation as such is incorrect. The Consultant can only make such statements based on the best of their knowledge, their experience, as well as on the specific periodic testing and/or observations that were performed and for the time they were performed. Any use of the word "inspection" shall be assumed to mean "observation" in any document provided by our office that is in any way connected with this project. Such letters do not constitute any form of warranty, guarantee, or certification, expressed or implied, regardless of the wording used.

It must also be understood that such testing and observation only occur when properly scheduled by the owner, owner's representatives, contractor, or subcontractors, and therefore, it is their responsibility to schedule accordingly and in a manner consistent with the project specifications and the scope of work provided herein.

USE OF ELECTRONIC OR OTHER SUPPLIED DATA: Electronic documents, site plans, or other information provided to Consultant for the subject project may be used in compiling geotechnical, environmental, or construction-related reports for the subject project. It is the responsibility of the Owner or Supplier of such documents to ensure that our use does not violate any copyright or confidentiality that may be pertinent to the supplied information.

LIMITATION OF LIABILITY: Consultant agrees in connection with services performed under this Agreement that such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality and scope. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings made. Liability of Consultant or Subconsultant(s) for damages due to or arising from professional negligence, breach of contract, or any cause of action, shall be limited to the Consultant's fee for this project.

Any exploration, testing, specific observations and analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Service Agreement and Consultant is not responsible for interpretation by others of the information developed. The services we have been retained to provide consist of periodic material testing and/or observations to assist the client, owner, construction manager and design team members with evaluating compliance with project specifications.

STANDARD OF CARE: In providing its services, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession practicing under the same or similar circumstances.

CORPORATE PROTECTION: It must be agreed to by all parties affiliated with this agreement that the services provided by the Consultant that are in any way connected to this project shall not connect Consultant's employees, owners, directors, or officers to any personal exposure for risks associated with any portion of this project. Therefore, and notwithstanding anything to the contrary that may be contained herein or in any other document related to this project, the Client, future owners, future users, and/or any other trade or professional, agrees that as the sole and exclusive remedy for any claim, demand, or suit shall be directed and/or asserted against the Consultant, a Colorado Corporation, and not against any of GROUND's employees, owners, officers, or directors.

PROPOSAL

FROM

KUMAR & ASSOCIATES INC.



Kumar & Associates, Inc.
Geotechnical and Materials Engineers
and Environmental Scientists



800 Stockton Avenue, Unit 4
Fort Collins, Colorado 80524
phone: (303) 742-9700
fax: (303) 742-9666
email: kaftcollins@kumarusa.com
www.kumarusa.com

Office Locations: Denver (HQ), Colorado Springs, Fort Collins, Glenwood Springs, and Summit County, Colorado

October 12, 2018

Town of Johnstown
450 South Parish Ave
Johnstown, CO 80534

beaulacouture@mac.com

Attn: Beau LaCouture

Subject: Proposal Estimate for Observation and Construction Materials Testing Services,
Johnstown Community YMCA, 165 Settler Way, Johnstown, Colorado.

Proposal No. P3-18-273

Dear Mr. LaCouture:

Kumar & Associates, Inc. is pleased to submit this proposal estimate to provide observation and construction materials testing services for the proposed Johnstown Community YMCA project in Johnstown, Colorado.

We have proposed a level of observation and testing which we feel is consistent with the nature of work and degree of documentation the owner, architect and engineer will require. If the owner, engineer or architect determines that the scope of work is inaccurate or a particular item of testing should be increased, decreased, is unnecessary, or will be provided by others, we will modify our scope of work accordingly.

In general, our services will include construction observation and materials testing services for earthwork including over lot grading, foundation backfill, and site work. In addition, observation and documentation will be provided for structural reinforced concrete, reinforcing steel, structural steel, masonry, and asphalt. Our technicians are cross trained in the various testing disciplines, which can result in economy if different tests can be scheduled into single site trips.

Our proposed construction observation and materials testing services are estimated as follows:

Earthwork: A technician will be provided on a part-time as-scheduled basis to observe and test miscellaneous subgrade preparation. The field and laboratory tests will be performed in accordance with ASTM procedures. The field moisture density tests will be conducted with a nuclear moisture-density gauge:

- 1. Earthwork: (45 trips estimated)
 - (a) Forty Five 5-hour trips @ \$47.00/hour..... \$ 10,575.00

 - 2. Laboratory Testing:
 - (a) Four Standard Proctor (ASTM D 698)
 - @ \$85.00/each \$ 340.00
 - (b) Four Gradation analyses (ASTM D 422)
 - @ \$75.00/each \$ 300.00
 - (c) Four Atterberg Limits tests (ASTM D 4318)
 - @ \$45.00/each \$ 180.00
- EARTHWORK SUBTOTAL \$ 11,395.00**

Concrete Observation and Testing: An ACI certified concrete technician or technicians will be provided on a part-time, as-scheduled basis to observe and test fresh concrete for slump, air content, unit weight and temperature. Compressive strength test specimens will be fabricated on-site and later transferred to our laboratory, after initial curing, for determination of compressive strength:

- 1. Concrete Observation and Testing: (50 trips estimated)
 - (a) Fifty 4-hour trips @ \$47.00/hour..... \$ 9,400.00
 - (b) Fifty sets of compressive strength test specimens
 - (5 cylinders per set) @ \$10.00/cylinder..... \$ 2,500.00
- CONCRETE SUBTOTAL \$ 11,900.00**

Reinforcing Steel Observation: An engineering technician will be provided to observe reinforcing steel placement and drill and epoxy in footings, slabs, and other miscellaneous concrete, including site work. The reinforcing steel will be observed and documented for size, number, grade, placement and compliance with project specifications prior to concrete placement:

- 1. Reinforcing Steel Observation: (25 trips)
 - (a) Twenty Five 3-hour trips @ \$47.00/hour \$ 3,525.00
- REINFORCING STEEL SUBTOTAL \$ 3,525.00**

Structural Steel and Framing Observation: Qualified technicians will be provided for the observation and documentation of field welded connections, bolted connections, and structural steel framing:

- 1. Structural Steel and Framing Observation: (7 trips estimated)
 - (a) Seven 4-hour trips @ \$75.00/hour \$ 2,100.00
- STRUCTURAL STEEL SUBTOTAL \$ 2,100.00**

Masonry Materials Sampling and Testing: We will provide a qualified technician on an on-call basis to sample grout and mortar for fabrication of compressive strength test specimens. In addition, we will observe the fabrication of block masonry prisms by the contractor for determination of compressive strength masonry material; will be sampled at the beginning of masonry construction:

- 1. Masonry Observation: (35 trips estimated)
 - (a) Thirty Five 4-hour trips @ \$47.00/hour \$ 6,580.00
 - 2. Laboratory Testing:
 - (a) Cast, store and test 4 sets of grout and 4 tests of mortar specimens (4 specimens per set) @ \$10.00/per specimen \$ 320.00
 - (b) Test compressive strength for 12 hollow masonry prisms (1 set of 3 prisms) @ \$65.00/prism \$ 780.00
- MASONRY SUBTOTAL \$ 7,680.00**

Asphalt Observation and Testing: A technician will be provided on a daily basis to observe and test placement of the asphalt material. Asphalt densities will be obtained with a nuclear density gauge. In addition, the asphalt will be sampled and tested in our laboratory for determination of aggregates and oil content.

- 1. Asphalt Paving: (6 days estimated)
 - (a) Six 5-hour trips @ \$47.00/hour \$ 1,410.00
 - 2. Laboratory Testing:
 - (a) Six Extraction/Gradation tests (ASTM D-2172) @ \$160.00/each \$ 960.00
 - (b) Six Maximum Theoretical Specific Gravity (ASTM D-2041) @ \$80.00/each \$ 480.00
- ASPHALT SUBTOTAL \$ 2,850.00**

Engineering, Supervision and Clerical: Kumar & Associates, Inc., provide geotechnical recommendations and will attend the pre-construction meeting, supervise engineering technicians, evaluate and type test results.

- 1. Six hours Project Supervisor @ \$110.00/hour \$ 660.00
 - 2. Twenty hours Project Supervisor @ \$85.00/hour \$ 1,700.00
 - 3. Thirty hours Word Processing @ \$45.00/hour \$ 1,350.00
- Engineering, Supervision and Clerical SUBTOTAL \$ 3,710.00**

PROPOSAL SUMMARY

Earthwork	\$ 11,395.00
Concrete	\$ 11,900.00
Reinforcing Steel	\$ 3,525.00
Structural Steel	\$ 2,100.00
Masonry	\$ 7,680.00
Asphalt	\$ 2,850.00
Engineering, Supervision and Clerical	<u>\$ 3,710.00</u>
TOTAL	<u>\$ 43,160.00</u>

The actual testing and observation schedule may vary depending upon the speed and efficiency of the various contractors and weather conditions, all of which are beyond our control. Please note that efforts will be made to combine the different phases of testing required into single site visits resulting in reduced costs. The estimated fees do not include possible retesting of substandard materials or conditions. We assume such charges would be reimbursed by the contractor. Our fees will be based on our hourly and unit costs in accordance with the attached Fee Schedule and General Conditions.

If this proposal meets with your approval, please sign one copy and return it to this office. If you have any questions concerning the scope of work or estimated fees, please do not hesitate to call. We will be happy to sit down with you and amend our construction estimate based on the contractors and owner's needs or concerns regarding the observation and testing. Thank you for considering Kumar & Associates, Inc., for the construction observation and materials testing services on the Johnstown Community YMCA project.

Sincerely,

KUMAR & ASSOCIATES, INC.

By 
Kenneth L. Mendenhall
Construction Services Supervisor

Agreed to this _____ day of _____ 2018

By _____
Authorized Signature

By _____
Organization



ENGINEERING, ENVIRONMENTAL AND FIELD TECHNICAL SERVICES

Principal Engineer	\$160.00 - \$195.00/hr.
Senior Project Engineer/Geologist/Manager	\$100.00 - \$145.00/hr.
Project Engineer/Geologist/Scientist	\$90.00 - \$115.00/hr.
Staff Engineer/Geologist/Scientist	\$70.00 - \$90.00/hr.
Project Supervisor	\$90.00 - \$125.00/hr.
Construction Inspector I	\$65.00 - \$75.00/hr.
Construction Inspector II	\$75.00 - \$90.00/hr.
Environmental Specialist/Scientist	\$90.00 - \$110.00/hr.
Environmental Field Technician/Geologist	\$65.00 - \$75.00/hr.
Safety Professional	\$100.00 - \$120.00/hr.
Project Administrator	\$95.00 - \$110.00/hr.
Staff Administrator	\$50.00 - \$70.00/hr.
Exploration Field Engineer/Technician/Geologist	\$55.00 - \$75.00/hr.
Construction Materials Testing Technicians:	
▪ Field Observation	\$65.00 - \$75.00/hr.
▪ Concrete	\$45.00 - \$55.00/hr.
▪ Soils, Reinforcing Steel, Asphalt	\$47.00 - \$57.00/hr.
▪ Piers, Masonry	\$55.00 - \$65.00/hr.
▪ Fireproofing	\$65.00 - \$75.00/hr.
▪ Structural Steel	\$65.00 - \$85.00/hr.
▪ Post-Tensioning	\$50.00 - \$60.00/hr.
▪ Floor Flatness	\$75.00 - \$80.00/hr.
Word Processing	\$45.00 - \$55.00/hr.
Drafting	\$70.00 - \$80.00/hr.
Litigation/Expert Witness/Deposition	\$175.00 - \$350.00/hr.

OTHER DIRECT CHARGES

Auto or Pickup Mileage	\$0.75/mile
Out of Town Expenses, Travel, Rental Etc.....	Cost + 15%
Expedited Laboratory Services: 1.35 x Test Price (See No. 16 on Reverse Side)	

SUBSURFACE EXPLORATION, SAMPLING, MONITORING WELL INSTALLATION

Exploration Subcontractor Subconsultant's (4-Inch Solid Auger, Hollow Stem Auger, Rotary and Diamond Core Drilling, Exploratory Pit Excavation, ATV Drill Rig, Geophysical Exploration, Specialty Sampling, etc.).....	Cost + 15%
Materials/Equipment Rental/Outsourced Laboratory Testing/Subconsultants	Cost + 15%
Falling Weight Deflectometer (Includes Operator)	\$200.00/hr.
Concrete/Asphalt Coring	\$75.00/hr.
Photoionization Detector	\$100.00/Day
LEL/CO/H ₂ S/O ₂ Meter	\$100.00/Day
Conductivity, Temperature, pH Tester.....	\$25.00/Day
Personal Protective Equipment.....	Rates Quoted on Project Basis

LABORATORY TESTING

<u>Soils</u>	
Moisture Content (ASTM D2216)	\$10.00 ea.
Moisture Content & Density (ASTM D2216)	\$15.00 ea.
Gradation (ASTM D6913).....	\$80.00 ea.
Hydrometer (ASTM D7928).....	\$85.00 ea.
Double Hydrometer (ASTM D4221)	\$225.00 ea.
Percent Less than #200 Sieve (ASTM D1140).....	\$30.00 ea.
Atterberg Limits (ASTM D4318) Method A	\$75.00 ea.
Atterberg Limits (ASTM D4318) Method B	\$45.00 ea.
Standard Proctor (ASTM D698)	\$90.00 ea.
Modified Proctor (ASTM D1557)	\$100.00 ea.
Soil/Cement Proctor (ASTM D558)	\$135.00 ea.
Proctor Checkpoint (ASTM D698 or ASTM D1557)	\$50.00 ea.
Relative Density (ASTM D4253 and ASTM D4254)	\$175.00 ea.
Specific Gravity (ASTM D854).....	\$75.00 ea.
Standard Swell-Consolidation (ASTM D4546)	\$60.00 ea.
Air-Dried Swell-Consolidation (ASTM D4546).....	\$75.00 ea.
Remolded Swell-Consolidation (ASTM D4546).....	\$90.00 ea.
Unconfined Compressive Strength (ASTM D2166).....	\$60.00 ea.
Slake Durability (ASTM D4644).....	\$100.00 ea.
Pinhole Dispersion (ASTM D4647).....	\$150.00 ea.
Water Soluble Sulfates (AASHTO T290, CP-L 2103)	\$50.00 ea.
pH (ASTM E70)	\$40.00 ea.
Chloride (AASHTO T291, CP-L 2104).....	\$50.00 ea.
Electrical Resistivity (ASTM G57)	\$150.00 ea.
Organics (AASHTO T267)	\$60.00 ea.
R-Value (ASTM D2844).....	\$350.00 ea.
California Bearing Ratio (ASTM D1883) 1-Pt.....	\$150.00 ea.
California Bearing Ratio (ASTM D1883) 3-Pt.....	\$400.00 ea.
Soil/Lime, Soil/Cement Mix Analysis (Standard 3-Point Mix Analysis; Cost May Vary Depending On Specification Requirements).....	\$2,000.00 ea.
Freeze/Thaw (ASTM D560).....	\$350.00 ea.
Wet/Dry (ASTM D559).....	\$350.00 ea.
Compressive Strength of Soil-Cement (ASTM D1633)	\$60.00 ea.
Direct Shear/per point (ASTM D3080)	
Unconsolidated-Undrained (Quick Test)	\$150.00 ea.
Residual Strength, Additional Per Carriage Reversal.....	\$50.00 ea.
Drained Tests Quoted on Project-Specific Basis	
Soil Suction (ASTM D6836 Method D).....	\$50.00 ea.

Miscellaneous

Sample Preparation.....	\$50.00/hr.
-------------------------	-------------

TERMS AND CONDITIONS
(Geotechnical and Environmental Engineering)

1. Invoices are due and payable upon presentation. Unpaid balance after 30 days shall be subject to a finance rate of 1.5% per month which is an annual rate of 18.00%. Client agrees to pay interest, all costs of collections, including attorney's fee and court costs.
2. Kumar & Associates, Inc., including officers, directors, owners, employees and agents, (Hereinafter referred to as Kumar) represents that the work will be performed with the care and skill ordinarily exercised by the members of the profession practicing in the locality where services were rendered under similar circumstances. **NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE BY THE RENDERING OF CONSULTING SERVICES.**
3. Inherent in our dealings with clients is the confidentiality of all work performed for any client. All reports are submitted for the exclusive use of the client for whom it is addressed.
4. The significance of the report is subject to the adequacy and representative character of the samples tested as indicated in the report and the comprehensiveness of the tests and observations. Quotation from our reports or use of Kumar's name is not permitted except as authorized in writing by Kumar.
5. Kumar will take normal precautions during site exploration to avoid damage to underground pipes, wires or other objects, including utilizing utility location services. Due to limitations on locating such underground objects, particularly private service utilities, Kumar does not accept responsibility for damage to utilities or other underground objects. Client agrees to indemnify and hold Kumar harmless for any and all damage to underground utilities and structures. Cost of restoration, repairs or damage which results from field operations will be the client's responsibility.
6. This agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the termination party. If this agreement is terminated during the performance of services, Kumar shall be paid for the total amount of any work which has been completed, and shall be paid for work in progress on the basis of Kumar's reasonable estimate of the portion completed prior to termination. Such payment shall constitute total payment for services rendered. Clauses 1, 2, 3 and 8 through 14 shall survive the termination of contract.
7. Unless otherwise stated, Kumar will have access to the site for activities necessary for the performance of the services. Kumar will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.
8. Any claims or disputes made during design, construction or post-construction between the Client and Kumar shall be submitted to non-binding mediation for a period of 30 days. If the disputes are not resolved in 30 days, the matter may be submitted to arbitration or litigated in the court of law, as solely determined by Kumar.
9. The Client, shall, to the fullest extent permitted by law, indemnify and hold harmless Kumar's officers, directors, owners, employees, agents and subconsultant's from and against all damage, liability and cost, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, except only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Kumar.
10. Kumar shall not be required to execute any documentation that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence Kumar cannot ascertain.
11. **In recognition of the relative risks, rewards and benefits of the project to both the client and Kumar, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Kumar's liability, and the liability of its past and present officers, and employees, to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of or relating to this agreement from any cause or causes, shall not exceed \$50,000 or Kumar's fee, whichever is greater. Such causes include, but are not limited to Kumar's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. The limitation of liability of this provision shall apply to any other party who may rely on Kumar's work pursuant to this agreement.**
12. All documents produced by Kumar under this agreement shall remain the property of Kumar and may not be used by the Client for any other endeavor without the written consent of Kumar & Associates.
13. For geotechnical studies and observations and materials testing, Kumar assumes there are no hazardous materials on the project site, unless otherwise informed. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Kumar and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Kumar and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Kumar to take immediate measures to protect health and safety. Client agrees to compensate Kumar for extra work. Client also recognizes there is a risk that sampling through an unknown contaminated zone may result in spread of contamination and in turn spreading hazardous materials off-site. Client recognizes nothing can be done to prevent such an occurrence because such sampling is a necessary aspect of the work which Kumar will perform for Client's benefit. Client waives any claim against Kumar and agrees to defend, indemnify and save Kumar harmless from any claim or liability for injury or loss of any type arising from Kumar's discovery of unanticipated hazardous materials on site.
14. The Client agrees that Kumar has neither created nor contributed to the creation or existence of any hazardous substances at the site. Accordingly, Client agrees to indemnify Kumar against any injury or loss sustained by any party allegedly arising out of or related to Kumar's performance of services stated in this proposal.
15. Rates are subject to change **30 days** from proposal date.
16. Laboratory services are considered expedited when new testing is assigned a higher priority than other testing programs in progress.

MATERIALS TESTING
PROPOSAL COMPARISON

JCRC- Materials Testing Proposal Comparison

Item	Ground- Proposal			Kumar- Proposal			Kumar w/ Grounds Hrs/ units		
	Hours/ Units	rate	Total	Hours/ Units	rate	Total	Hours/ Units	rate	Total
Soils tech	207.5	\$ 50.00	\$ 10,375.00	225	\$ 47.00	\$ 10,575.00	207.5	\$ 47.00	\$ 9,752.50
Concrete Tech	332	\$ 45.00	\$ 14,940.00	200	\$ 47.00	\$ 9,400.00	332	\$ 47.00	\$ 15,604.00
Shotcrete tech	50	\$ 45.00	\$ 2,250.00			\$ -	50	\$ 45.00	\$ 2,250.00
Asphalt Tech	30	\$ 45.00	\$ 1,350.00	30	\$ 47.00	\$ 1,410.00	30	\$ 47.00	\$ 1,410.00
Reinforcing Steel Tech	176	\$ 50.00	\$ 8,800.00	75	\$ 47.00	\$ 3,525.00	176	\$ 47.00	\$ 8,272.00
Masonry Tech	96	\$ 50.00	\$ 4,800.00	140	\$ 47.00	\$ 6,580.00	96	\$ 47.00	\$ 4,512.00
Struct Steel/ Welding Tech	84	\$ 75.00	\$ 6,300.00	28	\$ 75.00	\$ 2,100.00	84	\$ 75.00	\$ 6,300.00
PM Management	95	\$ 72.00	\$ 6,840.00	6	\$ 110.00	\$ 660.00	95	\$ 110.00	\$ 10,450.00
Proj. Supervisor	above		\$ -	20	\$ 85.00	\$ 1,700.00	0	\$ 85.00	\$ -
Word processing	above		\$ -	30	\$ 45.00	\$ 1,350.00	0	\$ 45.00	\$ -
Rammed Aggregate Piers	80	\$ 50.00	\$ 4,000.00			\$ -	80	\$ 50.00	\$ 4,000.00
			\$ -			\$ -			\$ -
TESTING			\$ -			\$ -			\$ -
Proctor Tests	5	\$ 100.00	\$ 500.00	4	\$ 85.00	\$ 340.00	5	\$ 85.00	\$ 425.00
Gradation	5	\$ 60.00	\$ 300.00	4	\$ 75.00	\$ 300.00	5	\$ 75.00	\$ 375.00
Atterberg limit	5	\$ 65.00	\$ 325.00	4	\$ 45.00	\$ 180.00	5	\$ 45.00	\$ 225.00
			\$ -			\$ -			\$ -
Conc. Compaction	480	\$ 14.00	\$ 6,720.00	250	\$ 10.00	\$ 2,500.00	480	\$ 10.00	\$ 4,800.00
Shotcrete comp	30	\$ 225.00	\$ 6,750.00			\$ -	30	\$ 225.00	\$ 6,750.00
			\$ -			\$ -			\$ -
Mortar Compressive strength	9	\$ 20.00	\$ 180.00	4	\$ 80.00	\$ 320.00	9	\$ 80.00	\$ 720.00
Mason Prism Comp Strength	18	\$ 95.00	\$ 1,710.00	12	\$ 65.00	\$ 780.00	18	\$ 65.00	\$ 1,170.00
Grout Compressive Strength	12	\$ 30.00	\$ 360.00			\$ -	12	\$ 30.00	\$ 360.00
			\$ -			\$ -			\$ -
AC Content & Extracted gradation	4	\$ 160.00	\$ 640.00	6	\$ 160.00	\$ 960.00	4	\$ 160.00	\$ 640.00
Max Specific Gravity	4	\$ 100.00	\$ 400.00	6	\$ 80.00	\$ 480.00	4	\$ 80.00	\$ 320.00
Total Cost			\$ 77,540.00			\$ 43,160.00			\$ 78,335.50
Comparable service cost	Ground Eng.		\$ 77,540.00	Kumar		\$ 78,335.50			

WORKSESSION

**(I-25 East Frontage Road
Maintenance)**



COLORADO
 Department of Transportation
 Region 4
 2207 E. Hwy 402
 Loveland, CO 80537



October 22, 2018

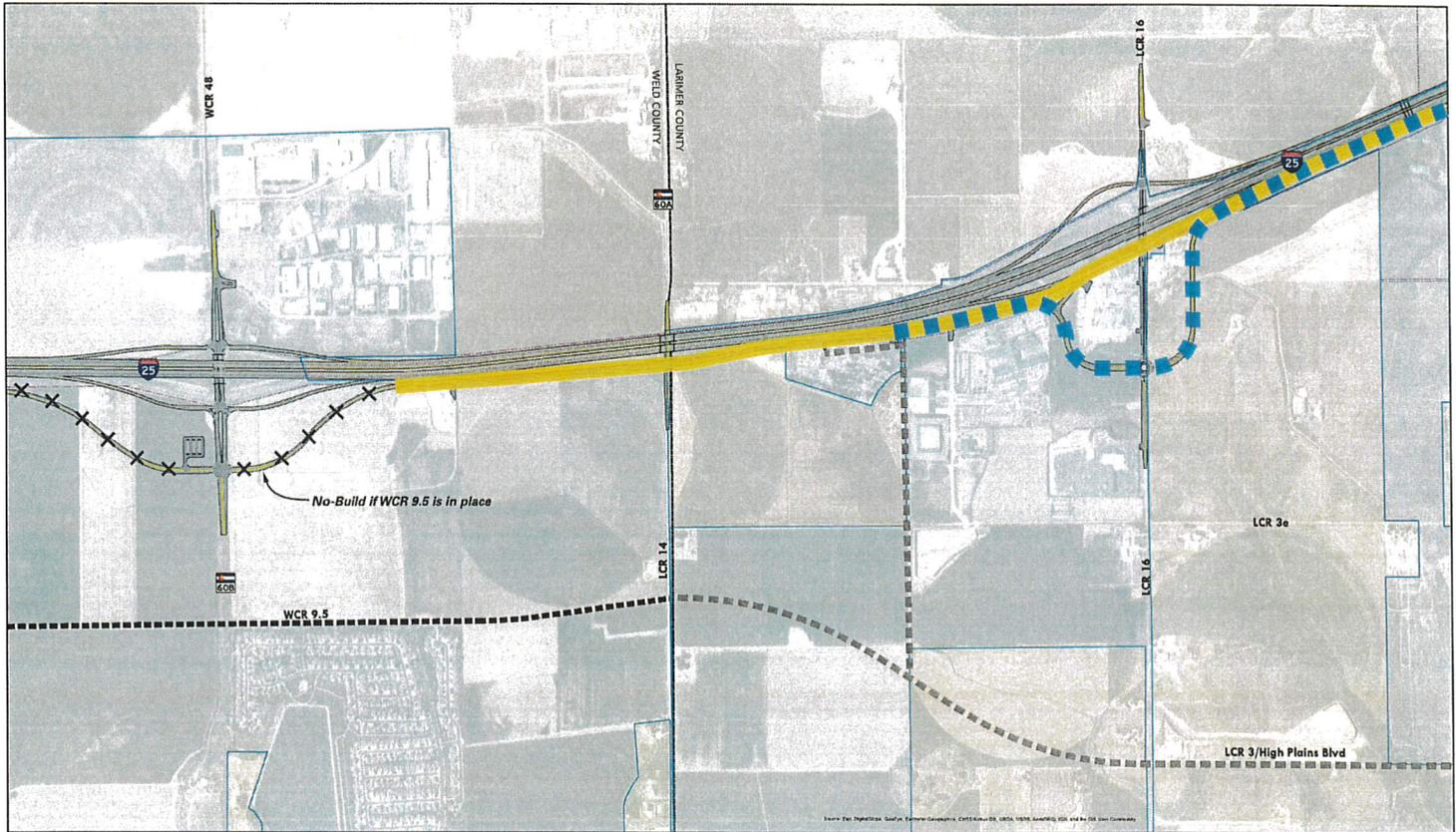
Below is a summary of costs associated for construction work on the East Frontage Road from State Highway 60 (SH-60) to Ronal Reagan Blvd for the current North I-25 projects.

Also included is the net present value for 20-years of maintenance costs anticipated for this stretch of roadway based on the average of the last five years of actual work orders. This value is typically used for devolution offers if future construction projects were not included in the corridor.

The 5-year average maintenance costs used for this estimate are provide below in FY 2019 dollars:

South (SH-60 to LCR 16) --	\$ 5,429
Middle (LCR 16 to SH-402) --	\$ 11,840
North (SH-402 to Ronald Reagan Blvd) --	\$ 14,647

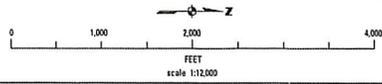
	South SH-60 - LCR 16	Middle LCR 16 - SH-402	North SH-402 - Ronald Reagan	Totals
Current Investments	\$ -	\$ 5,400,312.65	\$ 3,807,984.68	\$ 9,208,297.33
ROW	\$ -	\$ 542,312.65	\$ 481,984.68	
Roadway	\$ -	\$ 2,718,000.00	\$ 3,326,000.00	
Structures [Big T]	\$ -	\$ 2,140,000.00	\$ -	
Value of Devolution	\$ (116,833.00)	\$ (254,794.00)	\$ (315,197.46)	\$ (686,824.46)



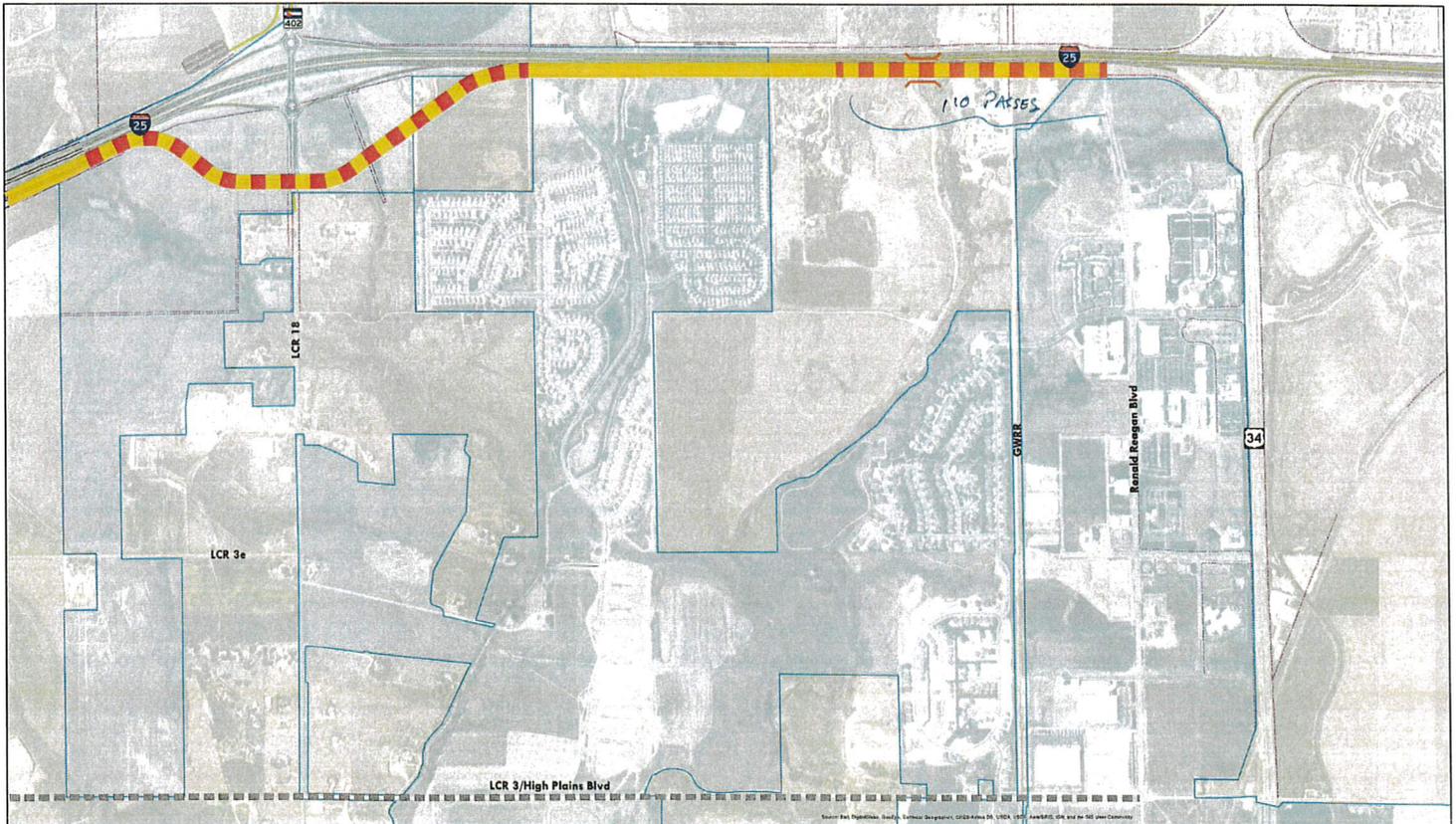
North I-25 Corridor WCR 9.5/LCR 3/3e Options
 Segment 6
 With Full Interchange

September 5, 2016

Page 2



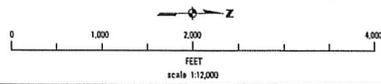
- Johnstown City Limits
- Existing ROW
- WCR 9.5 Alignment (approx.)
- Potential Larimer County Alignment
- Potential Johnstown Devolution
- New Construction by CDOT
- Potential New Construction by CDOT
- New Construction by Locals



North I-25 Corridor WCR 9.5/LCR 3/e Options
 Segment 6

August 31, 2018

Page 3



- Johnstown City Limits
- Existing ROW
- WCR 9.5 Alignment (approx.)
- Potential Larimer County Alignment
- Potential Johnstown Develotion
- New Construction by CDOT
- Potential New Construction by CDOT
- New Construction by Locals