

TOWN COUNCIL

MEETING

PACKET

February 3, 2020



Town Council

Agenda
Monday, February 3, 2020
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, PROCLAMATIONS AND PRESENTATIONS

Recognition – Terry Eady – Planning and Zoning Commission Member

Proclamation – Celebrating 100th Anniversary of the League of Women Voters of the United States

Presentation – Thompson School District – TRR K-8 Facility

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 – January 22, 2020

B) Payment of Bills

C) Oil and Gas Lease Agreement – Extraction Oil and Gas Inc.

7) TOWN MANAGER REPORT

8) TOWN ATTORNEY REPORT

9) OLD BUSINESS

10) NEW BUSINESS

A. **Public Hearing (1st Reading)** – Ordinance Number 2020-170, an Ordinance Amending Article IV of Chapter 10 of the Johnstown Municipal Code to Include Section 10-76 Concerning Unlawful Dwelling in Vehicles, Recreation Vehicles, Trailers or Campers

B. **Public Hearing (1st Reading)** – Ordinance Number 2020-171, an Ordinance for the Regulation of Traffic by the Town of Johnstown, Colorado; Adopting by Reference the 2020 Edition of the Model Traffic Codes; Providing For Certain Additions And Modifications to Such Code; Repealing All Ordinances in Conflict Therewith; and Providing Penalties for Violation Thereof.

C. Approve Design Engineer – Johnstown South Water Tank and Distribution System Design

D. Award the CMaR (Construction Manager at Risk) Services

E. Award Contract to Central Square (Superior LLC) for Planning and Development Tracking Software

11) EXECUTIVE SESSION

A. For matters that may be subject to negotiations

12) COUNCIL REPORTS AND COMMENTS

13) MAYOR'S COMMENTS

14) ADJOURN



NOTICE OF ACCOMODATION

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

AGENDA ITEM 4

Proclamation



League of Women Voters of Greeley-Weld County, Colorado

Proclamation:

Celebrating the 100th Anniversary of the League of Women Voters of the United States

Whereas, the League of Women Voters was founded in 1920 as a “mighty political experiment” by the foremothers of the suffragist movement at the National American Woman Suffrage Association, and;

Whereas, their goal was to help the 20 million women who were granted the right to vote by the 19th Amendment understand and carry out their new responsibility as voters, and;

Whereas, with the success of this effort and the tireless efforts over the last 100 years to strengthen and uphold its mission to empower voters and defend democracy, the League has become a trusted nonpartisan, grassroots organization, and;

Whereas, the League has sponsored legislation and fought in the courts to protect and strengthen voting rights and access, and for free and fair elections, civil rights, children, community health, and education, and;

Whereas, the League has consistently been noted for its nonpartisan election information, including sponsorship of candidate forums and information on state and local ballot issues, as well as its commitment to register, educate, and mobilize voters, and;

Whereas, the League champions government systems that are open, transparent, inclusive, and equitable, and;

Whereas, the League believes that active and engaged citizens, irrespective of gender, ethnicity, or political affiliation, are the hallmark of democracy;

Now therefore be it proclaimed February 14 as Women’s Voting Rights Day.

We honor and congratulate the League of Women Voters on its 100th Anniversary and commend the League for its significant contributions to empowering voters and making democracy work.

SIGNED AND PRESENTED this 3rd day of February, 2020.

TOWN OF JOHNSTOWN

Gary Lebsack, Mayor

AGENDA ITEM 6A-C

CONSENT

AGENDA

- **Council Minutes – January 22, 2020**
 - **Payment of Bills**
 - **Oil and Gas Lease Agreement**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 3, 2020

ITEM NUMBER: 6A-C

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk, Town Manager

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

- A) Town Council Minutes – January 22, 2020
- B) Payment of Bills
- C) * Oil and Gas Lease Agreement – Extraction Oil & Gas Inc.

*Enclosed is an oil and gas lease agreement between the Town of Johnstown and Extraction Oil and Gas Inc. The agreement to be considered will provide for royalties paid to the Town at 20% of the oil and gas generated from the land owned by the Town. It will also provide 20% on product sold at the well, of the net proceeds realized from such sale, after deducting from such royalty Lessor's proportionate amount of all of the above post-production costs and expenses, if any. These are standard lease agreements. Initially the request was for 18.75% and the Town requested 20% to move forward in the agreement.

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:

Council Minutes

The Town Council of the Town of Johnstown met on Wednesday, January 22, 2020 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Lebsack led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Lemaster, Mellon, Molinar Jr., Tallent and Young

Those absent were: Councilmember Berg

Staff present: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager, Marco Carani, Public Works Director, Kim Meyer, Planning and Development Director, Mitzi McCoy, Finance Director and Brian Phillips, Police Chief.

Agenda Approval

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

Presentations

The Johnstown Downtown Development Association gave a brief presentation focusing on their goals, events and needs.

Consent Agenda

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

- January 6, 2020 Council Meeting Minutes
- 2nd Reading Ordinance Number 2020-168, Approving P.U.D. Outline Development Plan for Great Plains Village.
- 2nd Reading Ordinance Number 2020-169, Approving P.U.D. Outline Development Plan for Welty Ridge

Motion carried with a unanimous vote.

Old Business

A. Approve Intergovernmental Agreement with Little Thompson Water District – The Intergovernmental Agreement addresses the transfer of water services from LTWD to the Town of Johnstown as per the request of LTWD. The Town will receive 2 shares of Home Supply Ditch Company water that have been decreed for municipal use. Councilmember Lemaster made a motion seconded by Councilmember Molinar Jr. to approve the Intergovernmental Agreement concerning Water Services between Town of Johnstown and Little Thompson Water District as presented. Motion carried with a unanimous vote.

B. Consider Request from Johnstown Village, LLC for the waiver of Storm Water Development Fees Associated with the Johnstown Village Single Family Residential Plat and Corresponding Subdivision

Development Agreement – This item was continued from the December 16, 2019 Town Council meeting. A letter was sent to the Town Council from the developer of Johnstown Village requesting Council consider waiving the storm water fees which is required by the Johnstown

Municipal Code. Councilmember Mellon made a motion seconded by Councilmember Young to deny the waiver and allow as per the municipal code a 25% reduction on the fee assessed for the construction of self-maintained on-site storm water detention facility and require the developer to dedicate the infrastructure to the Town after it is constructed. Motion carried with a unanimous vote.

New Business

A. Resolution 2020-02, Resolution Referring to the Registered Electors of the Town of Johnstown the question of Amending the Town of Johnstown Home Rule Charter to clarify the status of Mayor as a member of the Council for the purpose of calculating quorum and majority voting requirements at the April 7, 2020 Regular Municipal Election – The question would provide clarity to the Home Rule Charter of the Town of Johnstown with language to make clear and reaffirm that the Mayor is included in the qualifications for a quorum and as a voting member. Councilmember Young made a motion seconded by Councilmember Tallent to approve Resolution 2020-02 as presented and submit the question as presented to the registered voters of the Town of Johnstown for the regular election scheduled for April 7, 2020. Motion carried with a unanimous vote.

B. Resolution 2020-03, Resolution Referring to the Registered Electors of the Town of Johnstown the question of restoring the Town's authority to provide advanced services, telecommunications services and/or cable television services, either directly or indirectly with public or private sector partners, as permitted with voter approval by Title 29, Article 27 of the Colorado Revised Statutes, at the April 7, 2020 Regular Municipal Election – The question is asking the voters to allow the Town to opt-out of SB 152, and allow flexibility for the Town to create new broadband opportunities for the town and community. Councilmember Mellon made a motion seconded by Councilmember Lemaster to approve Resolution 2020-03 as presented and submit the question as presented to the registered voters of the Town of Johnstown for the regular election scheduled for April 7, 2020. Motion carried with a unanimous vote.

C . Resolution 2020-04, Resolution Referring to the Registered Electors of the Town of Johnstown a ballot issue concerning an increase in the town's sales and use tax rate by 0.5% (from 3% to 3.5%) to fund street and sidewalk maintenance and repairs and transportation related capital improvement projects at the April 7, 2020 regular municipal election – The question is asking voters to establish a 0.5% sales and use tax for transportation and to eliminate the street maintenance fee. Councilmember Lemaster made a motion seconded by Councilmember Moinar Jr. to move to approve Resolution 2020-04 as presented and submit the question as presented to the registered voters of the Town of Johnstown for the regular election scheduled for April 7, 2020. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 8:34 p.m.

Mayor

Town Clerk

Payment of Bills

Town of Johnstown
List of Bills - January 1, 2020 - January 29, 2020

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
Ace Hardware	Supplies	PW	528.46
Adamson Police Products	Uniforms	PD	125.90
All Copy Products	Quarterly service	ADM	787.83
Anchor Auto Glass	Vehicle repair	PW	344.62
AP Mountain States, LLC	Recreation Center	ADM	1,569,118.06
Aqua Backflow, Inc.	Mailings	PW	150.00
Axon Enterprises Inc.	Evidence.com license	PD	18,742.00
Big Thompson Ditch & Mfg Co.	2020 Assessment	PW	8,656.35
Bobcat of the Rockies	Diamond blade wet	PW	247.99
Brandon Copeland	Professional services - TM	ADM	282.84
Card Services	Travel & training	ALL	4,276.19
Caselle, Inc	Caselle upgrade	ADM	4,652.00
CDR Propane Services, LLC	Propane	PW	1,212.50
CenturyLink	Water	ALL	211.71
Cintas - Loveland	Supplies	PW	49.32
Cirsa	Equipment insurance	ALL	3,669.11
Colo. Dept. Of Public Health	Site location application	PW	3,282.00
Colorado Analytical Labs	Lab testing	PW	105.00
Colorado Department of Revenue	Court mgmt fees	ADM	240.00
Colorado Municipal League	2020 Membership dues	ADM	2,562.00
Colorado State University	Vet services	PD	41.41
Community Center Refunds	Community Center deposits	ADM	375.00
Consolidated Hillsborough Ditch Co	2020 Assessments	PW	9,371.76
Consolidated Home Supply Ditch &	2020 Water assessment	PW	99,015.00
Coren Printing, Inc	Form printing	ADM	168.00
Davis & Davis Co.	Sales tax refund	ADM	1,566.58
DO2E Waste Water Treatment LLC	Aerators	PW	88,191.00
DPC Industries Inc	Chemicals	PW	6,955.29
Envirotech Services, Inc	Ice slicer	PW	5,375.66
Ergomed	New hire screen	PW	200.00
Fidelity Investment	Retirement contribution	ADM	9,591.50
First Class Security Systems	Fire system monitoring	ADM	140.05
First National Bank	Financial services	ADM	1,015.03
Gerrard Excavating Inc.	Hydrant meter deposit refund	ADM	1,500.00
Glenn A. Jones Library	Monthly distribution	ADM	85,221.66
Grainger, Inc.	Supplies	PW	840.52
Greystone Technology Group	Computers and monthly support	ALL	21,732.13
H & E Equipment Services, Inc.	BoomLift	PW	589.74
Harrington Industrial Plastics	Water supplies	PW	1,557.21
Hays Market	Supplies	ALL	29.03
Helton & Williamsen, P.C.	Bill Back - Engineering Services	ADM	17,391.56
Hill & Robbins, PC	Professional Services	ADM	5,336.00
Home Depot Pro	Bathroom supplies	ALL	698.51
Honstein Facility Service	Furnace installation - Senior Cntr	PW	18,648.00
IMEG Corp	Engineering services - sewer	PW	83,087.46

Town of Johnstown
List of Bills - January 1, 2020 - January 29, 2020

Infosend, Inc.	Utility bill printing	ADM	2,762.09
Intellichoice, Inc	Annual support and maintenance	PD	5,314.08
Interstate Battery of the Rockies	Supplies	PW	394.86
InVision GIS	GIS services	ADM	625.00
J&T Consulting, Inc.	Lone Tree pump station work	PW	25,068.20
Jeff Sobeski	Water class	PW	450.00
Jones Excavating & Plumbing	Fire hydrant replacement	PW	17,831.25
JTF LLLP	Tax shareback	ADM	25,940.37
Kelly Supply Co	Pipe and supplies	PW	221.98
Key Construction, Inc.	Refund assurances	ADM	500.00
Kinsco, LLC	Supplies	PW	304.94
LaCouture, Inc.	Rec Center consulting	ADM	20,544.00
Larimer County Sales Tax Administrator	Use Tax - reimbursement	ADM	14,483.83
Law Office of Avi Rocklin LLC	Legal services	ADM	11,999.50
Lazar, Michael	Municipal Court Judge	ADM	812.50
Lexis Nexis	Lumen integration	PD	1,900.00
Life Stories Child & Family Advocacy	4th Quarter fees	PD	156.00
Little Thompson Water District	Water	PW	8,581.60
Mares Auto Inc.	Tire repair	PW	20.00
Mariposa	Plant maintenance	ADM	85.00
Milliken Johnstown Electric	Repair services	PW	1,030.25
Mountain States Pipe & Supply	Meters and meter supplies	PW	8,810.05
Napa Auto Parts, Inc	Supplies	PW	38.59
National Band & Tag Company	Dog tags	ADM	187.70
Newco Inc	Supplies for senior center	ADM	78.72
Newman	Signs	PW	151.12
North Front Range MPO	2020 Match	ADM	7,293.00
Northern Safety Co Inc	Supplies	PW	337.38
Office Depot Business Credit	Supplies	ALL	198.92
Perkins+Will, Inc.	Professional services -Rec Ctr	ADM	18,753.07
Pinnacol Assurance	Insurance	ALL	11,067.00
ProCode Inc.	Inspection services	ADM	10,500.00
Rexel	Powerflex 750 24 V	PW	545.00
Rhinehart Oil Co., Inc.	Fuel	PW/PD	3,951.31
Rocky Mountain Water Environment Assoc.	Training	PW	575.00
Royal-T	Jet services	PW	310.00
Sandy's Upholstery & Flags LLC	Repairs	PW	245.00
Security Central, Inc	Alarm monitoring	ADM	219.00
Survival Armor	Supplies	PD	891.12
TDS	Telephone	ALL	2,394.41
Twin Silos, LLC	Reimbursements - Dec 2019	ADM	12,000.00
UC Health	Lab testing	PD	159.40
United Power	Utilities	PW	798.60
Utility Notification Center	Locates	PW	597.82
Utility Refunds	Utility refunds	ADM	1,563.26
VCA Fort Collins Animal Hospital	Exam & medications for Vasco	PD	83.16
VCA Veterinary Specialists of Co.	Vet services	PD	2,160.33

Town of Johnstown
List of Bills - January 1, 2020 - January 29, 2020

Veris Environmental, LLC	Chemicals	PW	1,749.12
Verizon Wireless	Cell phones	ALL	2,271.64
Waste Management	Trash services	PW	1,087.80
WR Investment, LLC	Reimbursement - Dec 2019	ADM	32,200.00
Xcel Energy	Utilities	PW	40,427.14
YMCA of Northern Colorado	YMCA - furniture and fixtures	ADM	427,675.85
Yost Cleaning	Monthly cleaning service	PW	2,219.00
			<hr/>
			2,809,966.69

Lease Agreement

OIL AND GAS LEASE

This Oil and Gas Lease ("Lease") is made this ___ day of _____, 2020 by and between **Town of Johnstown**, a home-rule municipal corporation of the State of Colorado, whose address is 450 S. Parish Avenue, Johnstown, CO 80534, ("Lessor", whether one or more) and **Extraction Oil & Gas, Inc.**, a Delaware corporation, whose address is 370 17th Street, Suite 5300, Denver, CO 80202 ("Lessee").

WITNESSETH, For and in Consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, with the exclusive rights for the purposes of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind (including coalbed gas), and laying pipelines, telephone and electric lines, building tanks, plants, power stations, roadways and structures thereon to produce, save and take care of said products (including dewatering of coalbed gas wells), and the exclusive subsurface rights and privileges related in any manner to any and all such operations, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in Weld County, Colorado, described to wit:

That part of the S/2N/2 and S/2 of Section 1, T4N, R68W, 6th P.M., containing 30.43 acres of land, more or less, on three (3) tracts of land, being more particularly described on **Exhibit A**, which is attached hereto and incorporated herein by reference ("Premises").

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED, THIS LEASE IS A "NO SURFACE OCCUPANCY" OIL AND GAS LEASE. IT IS AGREED AND UNDERSTOOD THAT LESSEE ITS SUCCESSORS OR ASSIGNS SHALL NOT CONDUCT ANY OPERATIONS OF ANY KIND OR LOCATE ANY FACILITIES ON THE SURFACE OF THE LEASED PREMISES. IT IS UNDERSTOOD THAT LESSEE, ITS SUCCESSORS OR ASSIGNS SHALL NOT BE ALLOWED ANY ACCESS TO THE SURFACE OF THE LEASED PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. IT IS FURTHER UNDERSTOOD THAT LESSEE MAY NOT USE THE LEASED PREMISES FOR FLOW LINES AND THAT LESSEE MAY ONLY USE THE LEASED PREMISES FOR DEEP EXTRACTION. LESSEE SHALL BE LIABLE FOR ANY AND ALL DAMAGES TO THE LEASED LANDS DUE TO SUBSIDENCE, COLLAPSE OR SETTLEMENT CAUSED BY LESSEE'S OPERATIONS HEREUNDER. To this end, Lessor hereby grants to Lessee a right to use the subsurface of the Premises for all purposes associated with and permitted by this Lease.

1. It is agreed that this Lease shall remain in full force for a term of **Three (3) Years** from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, reworking or dewatering operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted. Operations shall be considered to be continuously prosecuted if not more than one hundred twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the Premises or on acreage pooled or unitized therewith, the production thereof should cease from any cause after the Primary Term, this Lease shall not terminate if Lessee commences additional drilling, reworking or dewatering operations within one hundred twenty (120) days from date of cessation of production or from date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the Primary Term, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith.

2. This is a PAID-UP LEASE. In consideration of the payment made herewith. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the Primary Term. Lessee may at any time or times during or after the Primary Term surrender this Lease as to all or any portion of the Premises and as to any strata or stratum, by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, **20.00%** of that produced and saved from said land, free of cost, the same to be delivered at the wells, or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of products therefrom, the market value at the well of **20.00%** of the product sold or used. All royalties paid on gas sold or used off the premises or in the manufacture of products therefrom will be paid after deducting from such royalty Lessor's proportionate amount of all post-production costs, including but not limited to production and severance taxes, gathering and transportation costs from the wellhead to the point of sale, treating, compression, and processing. On product sold at the well, the royalty shall be **20.00%** of the net proceeds realized from such sale, after deducting from such royalty Lessor's proportionate amount of all of the above post-production costs and expenses, if any.

4. Where gas from a well capable of producing gas (or from a well in which dewatering operations have commenced) is not sold or used after the expiration of the Primary Term, Lessee shall pay or tender as royalty to Lessor at the address set forth above One Dollar (\$1.00) per year per net mineral acre, such payment or tender to be made on or before the anniversary date of this Lease next ensuing after the expiration of ninety (90) days from the date such well is shut in or dewatering operations are commenced and thereafter on or before the anniversary date of this Lease during the period such well is shut in or dewatering operations are being conducted.

5. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. In accordance with any requirement of the applicable governing regulatory agency(s) and standard oil field accounting practices, Lessee

shall maintain accurate records related to the oil and gas produced and sold from the Leased Premises.

7. Unless otherwise approved by Lessor in writing, Lessee shall bury Lessee's pipeline at least 42 feet below the surface.

8. No well shall be drilled nearer than 500 feet to structures that may exist on the Premises without the prior written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations, including, but not limited to, damages caused to growing crops on the Premises and any and all damages to the Premises due to subsidence, collapse or settlement caused by lessee's operations hereunder.

10. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises, except that Lessee shall not be permitted to place any machinery or fixtures (including casing) on the surface of the Premises without the prior written consent of Lessor.

11. The rights of the Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with written notice of the change of ownership, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of the Premises shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. No leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Premises and as to any one or more of the formations thereunder, to pool or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling, reworking or dewatering operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this Lease shall be treated as if it were production, drilling, reworking or dewatering operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive royalties on production from such unit only on the portion of such production allocated to this Lease, in the amount set forth in Paragraph 3; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the Unit bears to the total number of surface acres in such Unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event that the Premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Absent a reasonable basis for withholding support, Lessor agrees to formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this Lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation. Any delay or interruption caused by storm, flood, act of God, delay by governmental authority, or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause reasonably beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

14. Lessor hereby agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the Premises, insofar as said right of dower and homestead may in any way affect the purposes for which this Lease is made, as recited herein.

15. Should any one or more the parties named as Lessor herein fail to execute this Lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this Lease, shall mean any one or more or all of the parties who execute this Lease as Lessor. All the provisions of this Lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

16. In the event that Lessor or any successor or assign assigns its rights under the lease to two or more persons or entities, those persons or entities shall designate one entity or person to receive all royalty payments and to execute all division orders.

17. If at any time within the Primary Term of this Lease and while the same remains in force and effect, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (top lease) covering all or part of the aforescribed lands, Lessee shall have the continuing option by meeting any such offer to acquire such top lease. Any offer must be in writing, and must set forth the proposed lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized which form should reflect all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) days after receipt, from Lessor, of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within

the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer and this Lease shall terminate.

18. Lessor does not warrant title to the mineral interests in the leased Premises. This Lease covers the leased Premises as the Lessor presently owns.

19. This Lease may not be amended or modified except by a subsequent written instrument signed by both Lessor and Lessee.

20. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, and no litigation shall be commenced by Lessee against Lessor, for a period of at least ninety (90) days after the non-defaulting party has given written notice fully describing the breach or default to the defaulting party, and then only if the defaulting fails to remedy the breach or default within such time period.

21. The payment of rentals in advance shall not be construed to prohibit Lessor from bringing forward a valid claim for breach or default by Lessee hereunder. The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Colorado, and venue shall be in Weld County, Colorado, for any litigation. In the event matter is litigated hereunder and the Lessor is the prevailing party, Lessor shall be entitled to recover or be awarded all reasonable attorney fees, costs and expenses. Lessee shall indemnify, defend and hold harmless Lessor against all claims, losses and liabilities, including reasonable attorney fees and costs, based upon, or arising out of, damage or injury, including death, to persons or property caused by, or sustained in connection with, this Lease and/or the operations conducted pursuant to this Lease.

22. Nothing in this Lease shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by the law to the Lessor, its officials, employees, contractors, or agents, or any other person acting on behalf of the Lessor and, in particular, governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended.

23. Royalty payments shall commence within 180 days of the first production of a well and shall continue to be paid on a monthly basis thereafter.

24. Lessor shall retain the unrestricted right to use the Premises as Lessor desires, in Lessor's sole discretion, including, but not limited, for the installation of Town utilities and water and sewer pipelines, so long as Lessor's use does not interfere with Lessee's right to use the Premises as set forth in this Lease.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR

TOWN OF JOHNSTOWN

ATTEST

Matt LeCerf, Town Manager

Diana Seele, Town Clerk

LESSEE
EXTRACTION OIL & GAS, INC.

By: _____
Allyson Boies, Vice President of Land Development

(ACKNOWLEDGMENT)

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of February, 2020, by Allyson Boies, Vice President of Land Development for Extraction Oil & Gas, Inc., a Delaware corporation, on behalf of the company.

Witness my hand and official seal.
My Commission Expires: _____

Signature

EXHIBIT A

This Exhibit A is attached to and made a part of that certain Oil and Gas Lease dated the ___ day of February, 2020, by and between the **Town of Johnstown**, a home-rule municipal corporation of the State of Colorado, whose address is 450 S. Parish Avenue, Johnstown, CO 80534, and **Extraction Oil & Gas, Inc.**, a Delaware corporation, whose address is 370 17th Street, Suite 5300, Denver, CO 80202.

LEGAL DESCRIPTION

That part of the S2N2 and S2 of Section 1, T4N, R68W, 6th P.M., containing 30.43 acres of land, more or less, and being more particularly described in the following three (3) tracts of land as follows:

TRACT ONE (1): A parcel of land located in the S/2NW/4 of Section 1, T4N, R68W, 6th P.M., more particularly described in Special Warranty Deed, recorded at Reception No. 2917591 on January 17, 2002, as follows: Commencing at the West quarter corner of said Section 1; thence N°34°57"E along the South line of said Northwest quarter section a distance of 159.49 feet to a point on the centerline of an existing ditch, said point being the Point of Beginning; thence along said centerline of the following 25 calls: N44°54'21"E, a distance of 35.69 feet; N61°19'10"E, a distance of 99.93 feet; N86°46'52"E, a distance of 99.76 feet; N65°07'00"E, a distance of 99.95 feet; N72°15'39"E, a distance of 99.81 feet; N73°10'16"E, a distance of 100.00 feet; N64°21'54"E, a distance of 99.87 feet; N66°32'46"E, a distance of 99.89 feet; N64°05'12"E, a distance of 99.98 feet; N66°05'56"E, a distance of 99.74 feet; N71°47'11"E, a distance of 99.65 feet; N75°14'42"E, a distance of 99.93 feet; N69°19'10"E, a distance of 99.94 feet; N51°31'46"E, a distance of 99.94 feet; N64°39'26"E, a distance of 99.96 feet; N68°51'27"E, a distance of 99.99 feet; N62°02'05"E, a distance of 100.00 feet; N58°02'53"E, a distance of 100.00 feet; N66°02'40"E, a distance of 99.18 feet; N73°23'09"E, a distance of 100.00 feet; N73°48'38"E, a distance of 100.00 feet; N84°57'56"E, a distance of 98.27 feet; N87°28'09"E, a distance of 98.14 feet; N78°04'43"E, a distance of 99.79 feet; N54°37'05"E, a distance of 99.92 feet to a point on the East line of said Northwest quarter section; thence S04°33'44"E along said East line, a distance of 854.16 feet to the center quarter corner of said Section 1; thence S89°34'57"W along the South line of said northwest quarter section, a distance of 2302.06 feet to the Point of Beginning, containing 24.39 acres, more or less.

TRACT TWO (2): That tract described at Reception No. 3226020 as a portion of Tract 8, Carlson Farms Filing No. 1, located in the S/2 of Section 1, T4N, R68W, 6th P.M., Weld County, Colorado, being more particularly described as follows:

Considering the East line of Tract 8, Carlson Farms Filing No. 1, located in the S/2 of Section 1, T4N, R68W, 6th P.M., Weld County, Colorado as bearing S. 03°03'08" E. with all bearings contained herein relative thereto: Begin at the Northeast Corner of Tract 8, Carlson Farms Filing No. 1, located in the S/2 of Section 1, T4N, R68W, 6th P.M., Weld County, Colorado; thence run S. 03°03'38" E. along the East line of said Tract 8 for a distance of 627.87 feet to the North right of way line of Brunner Boulevard; thence leaving said East line run S. 89°35'45" W. along said North right of way line for a distance of 40.04 feet; thence leaving said North right of way line run N. 03°03'38" W. for a distance of 627.87 feet to the North line of the aforesaid Tract 8; thence run N. 89°36'00" E. along the North line for a distance of 40.04 feet to the Point of Beginning, containing 0.58 acres, more or less.

TRACT THREE (3): Tract R, Carlson Farms Filing No. 2, County of Weld, State of Colorado, per plat at Reception No. 2885960 on September 24, 2001, containing 5.46 acres, more or less.

Order For Payment

Town of Johnstown, a home-rule municipal corporation of the State of Colorado, hereinafter referred to as "Lessor," does hereby confirm that Lessor did execute an oil, gas and mineral lease ("Lease") dated February ____, 2020, in favor of Extraction Oil & Gas, Inc., hereinafter referred to as "Lessee," covering the following described lands located in Weld County, Colorado, hereinafter referred to as "Leased Premises," to wit:
Township 4N, Range 68 West of the 6th P.M.

Section: 1

See Exhibit "A" attached hereto for a more complete description of the three (3) tracts of land.

Containing a total of 30.43 gross acres, more or less.

As consideration for the Lease, Lessee hereby agrees to pay Lessor, subject to Lessee's approval of title, the sum of Sixty Thousand Eight Hundred Sixty Dollars (\$60,860.00) on or before fourteen (14) business-days from receipt, at the Mailing Address below, of: 1) the Lease, fully executed and acknowledged by Lessor in a form acceptable to Lessee; 2) this Order of Payment, executed by Lessor; and 3) No default for non-payment may be claimed by Lessor during the said fourteen (14) business-day period.

The Bonus Consideration, when paid, shall be for all net mineral acres owned by the Lessor upon the lands described above and all lands which are owned or claimed by Lessor in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above, and all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the State of Colorado.

If Lessee determines that Lessor's mineral ownership interest in the acreage is less than full mineral interest, then the Total Consideration indicated below shall be paid in accordance with Lessor's actual mineral ownership interest, based on the specified flat fee bonus for full mineral interest.

Gross Acres: 30.43

Net Acres: 30.43

ORDER FOR PAYMENT PREPARED BY WAYNE M. COPELAND

By: _____
Matt LeCerf, Town Manager

Name: Town of Johnstown

Date: _____

Preferred Email: _____

MAILING ADDRESS:

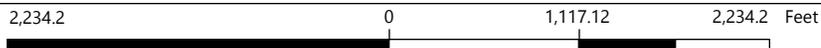
WAYNE M. COPELAND, POST OFFICE BOX 984, WELLINGTON, COLORADO 80549



Legend

- Parcels
- Address Label
- Highway
- Section
- County Boundary

1: 13,405



Notes

AGENDA ITEM 7

Town Manager Report



TOWN OF JOHNSTOWN

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: February 3, 2020

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):

- 02/03/2020 – Regular Town Council Meeting
 - 02/10/2020 – Work Session – (None Planned)
 - 02/19/2020 – Regular Town Council Meeting (Wednesday)
 - 02/24/2020 – Work Session – Comprehensive Plan Discussion with Council
-

Administration, Finance, & Planning

- *Clearview HOA Presentation* – The Town Manager presented to the Clearview HOA, providing an overview of the Town and the upcoming April 7, 2020 election. The presentation was well received with questions from the audience that were thoughtful and productive to the conversation.
- *Election and Ballot Issues* – Informational items related to the planned April 7, 2020 election for both the Town Council and the ballot issues and questions have been added to the Town website.
- *Home Supply Change Case* – The Consolidated Home Supply Ditch Company has provided verification that we may proceed with our change case through the Water Courts. The application is expected to be filed with the court by Friday, January 31, 2020. We will verify this at the Council meeting.
- *Staff Accountant Position* – The position for Staff Accountant has been offered to Marianne Lutton. She will begin her employment with the Town on February 10, 2020. We know that she will be a valuable asset and are pleased to be able to welcome her to our team.
- *2019 Audit* – The 2019 audit is scheduled to begin the week of April 27th. There is not any early fieldwork that will be completed this year prior to that date.

The Community That Cares

- *Comprehensive Plan* – Logan Simpson will attend the February 24, 2020, work session with the Council to discuss the direction and timing of this year-long planning effort, and receive feedback and guidance from the Council. The Planning & Zoning Commission is hosting Logan Simpson for a similar meeting in March.
- *Planner I position* – The Town has issued a position opening announcement for a Planner I to assist the Planning & Development Department in becoming increasingly responsive to and efficient in regards to managing projects and questions from citizens, staff, officials, and our development community.
- *Oakwood Homes at Thompson River Ranch* – As of January 29, 2020, Oakwood has pulled 77 of the 120 building permits that will trigger High Plains Blvd improvements. For the clubhouse and pool completion, 500 Certificates of Occupancy is the trigger; 116 *building permits* have been issued towards that number. Staff will track “CO”s, specifically, as the number of permits gets closer to that 500 trigger.

Police Department

Training:

- *Field Training Officer (FTO) training* – Officer Zoss completed Field Training Officer School. Officer Zoss is now certified to be an FTO officer and is currently training Officer Ward.
- *Krav Maga Defensive Tactics* – Sergeant Williams completed Krav Maga School. He is now certified to train our officers in the defensive tactics of Krav Maga. This defensive tactic’s discipline will be used in place of the outdated Pressure Point Control Techniques (PPCT) training officers were trained in prior to this class.
- *Leadership Training* – Officer Blackburn attended a leadership training called, "Leading without Rank." This training will prepare Officer Blackburn for future leadership roles within the department.

Community Policing, Outreach & Miscellaneous Items:

- *Cell Phones* – All officers within the department were assigned department issue cell phones. This will greatly enhance communications between command staff and officers during both critical incidents and during routine assignments and reduce radio traffic through Weld County Communications center.
- *AED’s* – The department purchased several new AED units, both portable and wall mounted units, that will make these lifesaving instruments readily available when needed.

Public Works Department

Streets, Stormwater, & Parks

- *Streets* – Crews have been crack sealing and to date have placed 6,750 pounds of crack seal material in Thompson River Ranch and will continue throughout the Town. Along with crack sealing potholes continue to be repaired.
- *Grading* – Crews graded CR 46, 44 and 42. This was approximately 12 miles of grading.
- *Town Lake* – The overflow valve was installed at Town Lake. This valve replaced the old existing head gate that was installed back in the early days of the lake. This valve had not been operated in many years so a new valve was installed below the existing unit. This valve allows us to drain the Town lake as needed. We have hired a contractor to remove the sediment that has built up in the SW corner of the lake since the 2013 floods. The same contractor will also be installing a new intake pipe on the east side of the lake. This

pipe is currently a 12 pipe that draws water to our pump station and serves as our secondary raw water source for treatment. The existing pipe did not have a screen or any type of protection to keep debris from entering the line and causing plugging and or pump damage. The new installation will be extending the pipe out 30 more ft to deeper waters and making a 4 pronged manifold that will be protected by a silt barrier to avoid future clogging or pump damage.

- *Fleet Maintenance* – Two police cruisers and one water department trucks had regular maintenance performed on them.
- *Senior center* – Crews repaired three doors at the senior center – two panic doors and a hydraulic closure door. We met with a door company and are waiting for a quote to install panic bars at the front door as well as installing push button access for ADA compliance. The fire alarm system is also being repaired to allow 911 communication when these alarms are used.
- *Road Survey Project* – We have received 7 proposal for the road survey project that was budgeted for 2020. The proposals are currently being reviewed to find a firm we feel will give us a great project. A recommendation to Council is anticipated on the 19th of February.

Water & Wastewater

- *Water plant* – VFD for Pump # 5 in the distribution pump house has been repaired. We are currently waiting on the contractor to schedule installation of the full installation of #4 pump which was in need of replacement. We hope to have it completed the week of February 3rd.
- *New ORC* – Ramey Environmental have been doing a great job evaluating and making changes on our chemical applications to be more efficient and cost effective.
- *Filter Media* – The media replacement budgeted for 2020 is in design. We are hoping to have the media replaced before water demands increase in the system.
- *Wastewater Plant* – New aerators have been installed at the CWWTP. We are currently waiting on final wiring to be installed prior to turning on system. Completion of the project is still anticipated by end of January or early February. A new chlorine monitor was installed at the CWWTP and tied into our SCADA system by Brown Hill. This allows staff to control dosage as needed.
- *Low Point Expansion* – The 2020 fiscal year budget has the expansion of the Low Point Wastewater Treatment Plant. An RFP was issued on January 8, 2020. These proposal are due back to the Town on Friday the January 31st. Once reviewed a recommendation will be brought to the Council on February 19th.

AGENDA ITEM 10A

**Public Hearing
1st Reading Ordinance 2020-170**

**(Unlawful Dwelling in Vehicles, Recreation
Vehicles, Trailers and Campers)**

PUBLIC HEARING PROCEDURE – Ordinance No. 2020-170, An Ordinance Amending Article IV of Chapter 10 of the Johnstown Municipal Code to Include Section 10-76 Concerning Unlawful Dwelling in Vehicles, Recreation Vehicles, Trailers or Campers

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

(SUGGESTED MOTIONS):

For Approval:

I move that we adopt Ordinance No. 2020-170, an Ordinance Amending Article IV of Chapter 10 of The Johnstown Municipal Code to Include Section 10-76 Concerning Unlawful Dwelling in Vehicles, Recreational Vehicles, Trailers or Campers on first reading.

For Denial:

I move that we deny adoption of Ordinance 2020-170.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 3, 2020

ITEM NUMBER: 10A

SUBJECT: Public Hearing (1st Reading) Ordinance Number 2020-170, An Ordinance Amending Article IV of Chapter 10 of the Johnstown Municipal Code to include Section 10-76 Concerning Unlawful Dwelling in Vehicles, Recreation Vehicles, Trailers or Campers.

ACTION PROPOSED: Consideration and Approval of Ordinance Number 2020-170, An Ordinance Amending Article IV of Chapter 10 of the Johnstown Municipal Code to include Section 10-76 Concerning Unlawful Dwelling in Vehicles, Recreation Vehicles, Trailers or Campers.

ATTACHMENTS: 1. Ordinance Number 2020-170

PRESENTED BY: Brian Phillips, Chief of Police

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is Ordinance Number 2020-170. This ordinance was drafted in response to the Johnstown Police Department receiving numerous complaints and calls for service regarding persons using vehicles for dwelling purposes on property within the Town's Jurisdiction and not having applicable ordinances in place to properly mitigate the complaints.

The police department recognizes that the occupancy of vehicles, recreational vehicles, trailers or campers for dwelling purposes may be a hazard and endanger the public health, safety and welfare of the citizens, due to, among other reasons, sewage disposal and temporary electrical connections, the Johnstown Police Department recommends that the Town adopt this ordinance to regulate such activity.

Should the Town Council desire to adopt regulations restricting the use of vehicles for dwelling purposes, the Police department will establish policies and procedures that will allow persons to obtain a permit allowing the temporary occupancy of a vehicle, recreational vehicle, trailer or camper for dwelling purposes on private property to accommodate vacation travelers on the condition that, in no event, shall a person be permitted to temporary dwell on property within the Town for more than seven nights in a thirty day period.

LEGAL ADVICE:

The agreement was drafted and reviewed by the Town Attorney.

FINANCIAL ADVICE:

Not Applicable

RECOMMENDED ACTION: Approve Ordinance Number 2020-170 as presented.

SUGGESTED MOTIONS: FOR THE SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT

For Approval:

I move to approve Ordinance Number 2020-170, An Ordinance Amending Article IV of Chapter 10 of the Johnstown Municipal Code to include Section 10-76 Concerning Unlawful Dwelling in Vehicles, Recreation Vehicles, Trailers or Campers on first reading.

For Denial:

I move to deny adoption of Ordinance Number 2020-170.

Reviewed and Approved for Presentation:

Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2020-170

AN ORDINANCE AMENDING ARTICLE IV OF CHAPTER 10 OF THE JOHNSTOWN MUNICIPAL CODE TO INCLUDE SECTION 10-76 CONCERNING UNLAWFUL DWELLING IN VEHICLES, RECREATIONAL VEHICLES, TRAILERS OR CAMPERS

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

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

WHEREAS, Article IV of Chapter 10 of the Johnstown Municipal Code regulates offenses against property; and

WHEREAS, the Johnstown Police Department has received numerous complaints and calls for service regarding persons using vehicles for dwelling purposes on property within the Town; and

WHEREAS, recognizing that the occupancy of vehicles, recreational vehicles, trailers or campers for dwelling purposes may be a hazard and endanger the public health, safety and welfare of the citizens, due to, among other reasons, sewage disposal and temporary electrical connections, the Johnstown Police Department recommends that the Town adopt an ordinance to regulate such use; and

WHEREAS, based upon such recommendation, the Town Council desires to adopt regulations restricting the use of vehicles for dwelling purposes on the condition that, based upon policies and procedures adopted by the Johnstown Police Department, persons shall be entitled to obtain a permit allowing the temporary occupancy of a vehicle, recreational vehicle, trailer or camper for dwelling purposes on private property to accommodate vacation travelers on the condition that, in no event, shall a person be permitted to temporary dwell on property within the Town for more than seven nights in a thirty day period; and

WHEREAS, the Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, welfare, peace, safety and property, that this Ordinance is necessary for the protection of public convenience and welfare and that this Ordinance is in the best interests of the citizens of the Town.

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

Section 1. Section 10-76. Article IV of Chapter 10 of the Johnstown Municipal Code is hereby amended to include Section 10-76, which shall read as follows:

Sec. 10-76. Unlawful dwelling.

- (1) No person shall use a vehicle, recreational vehicle, trailer or camper for dwelling purposes, including, but not limited to, sleeping, spending the night or cooking, on any public street, sidewalk, park or other public place within the Town.
- (2) No person shall use a vehicle, recreational vehicle, trailer or camper for dwelling purposes, including, but not limited to, sleeping, spending the night or cooking, on any private property in the Town, and no private property owner or lessee shall allow a person to use a vehicle, recreational vehicle, trailer or camper for dwelling purposes on such property, for more than two nights in a thirty day period.
- (3) Notwithstanding Subsection (2) above, the Town may issue permits allowing the temporary occupancy of a vehicle, recreational vehicle, trailer or camper for dwelling purposes on private property to accommodate vacation travelers on the condition that, in no event, shall a person be permitted to temporary dwell on property within the Town for more than seven nights in a thirty day period.

Section 2. Policies and procedures. The Johnstown Police Department is hereby directed to adopt policies and procedures regarding the issuance of a permit to allow the temporary occupancy of a vehicle, recreational vehicle, trailer or camper for dwelling purposes to accommodate vacation travelers.

Section 3. Code changes. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 4. Repeal. Existing or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 5. Publication; Effective Date; Recording. 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 _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

AGENDA ITEM 10B

**Public Hearing
1st Reading Ordinance 2020-171**

(Adopting the 2020 Model Traffic Code)

PUBLIC HEARING PROCEDURE – Ordinance No. 2020-171, An Ordinance for the Regulation of Traffic by the Town of Johnstown, Colorado; Adopting by Reference the 2020 Edition of the Model Traffic Codes; Providing for Certain Additions and Modifications to Such Code, Repealing All Ordinances in Conflict Therewith; and Providing Penalties for Violation Thereof.

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

 (SUGGESTED MOTIONS):

For Approval:

I move that we adopt Ordinance No. 2020-171, An Ordinance for the Regulation of Traffic by the Town of Johnstown, Colorado; Adopting by Reference the 2020 Edition of the Model Traffic Codes; Providing for Certain Additions and Modifications to Such Code, Repealing All Ordinances in Conflict Therewith; and Providing Penalties for Violation Thereof on first reading.

For Denial:

I move that we deny adoption of Ordinance 2020-171.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 3, 2020

ITEM NUMBER: 10B

SUBJECT: Public Hearing (1st Reading): Ordinance Number 2020-171, an Ordinance for the Regulation of Traffic by the Town of Johnstown, Colorado; Adopting by Reference the 2020 Edition of the Model Traffic Codes; Providing for Certain Additions and Modifications to Such Code; Repealing All Ordinances in Conflict Therewith; and Providing Penalties for Violation Thereof.

ACTION PROPOSED: Consideration and Approval of Ordinance Number 2020-171, an Ordinance for the Regulation of Traffic by the Town of Johnstown, Colorado; Adopting by Reference the 2020 Edition of the Model Traffic Codes; Providing for Certain Additions and Modifications to Such Code; Repealing All Ordinances in Conflict Therewith; and Providing Penalties for Violation Thereof.

ATTACHMENTS: 1. Ordinance Number 2020-171

PRESENTED BY: Brian Phillips, Chief of Police

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an Ordinance adopting the 2020 version of the Model Traffic Code. The Colorado Department of Transportation (CDOT) published the 2020 version of the Model Traffic Code. The Town of Johnstown is currently operating under the 2003 version of the Model Traffic Code.

The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town. The purpose of this Ordinance and the Code is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the State and the nation.

If the council approves Ordinance number 2020-171, then Section 8-22 of the Johnstown Municipal Code will be repealed and reenacted to read as follows:

The 2020 edition of the Model Traffic Code is adopted subject to the following deletions:

- (1) Section 511; and
- (2) Section 1705.

Section 511 of the Model Traffic Code addresses permit standards for overweight vehicles and is not applicable to the Town of Johnstown. Under Colorado Revised Statutes Title 42. Vehicles and Traffic § 42-4-110. Provisions uniform throughout state subsection 2 states that municipal

courts have jurisdiction over violations of traffic regulations enacted or adopted by municipalities. However, the provisions of sections 42-4-1701 , 42-4-1705 , and 42-4-1707 shall not be applicable to municipalities. Both of these sections were omitted during the adoption of the 2003 MTC also.

LEGAL ADVICE:

The agreement was drafted and reviewed by the Town Attorney.

FINANCIAL ADVICE:

Not Applicable

RECOMMENDED ACTION: Approve Ordinance Number 2020-171, an Ordinance for the Regulation of Traffic by the Town of Johnstown, Colorado; Adopting by Reference the 2020 Edition of the Model Traffic Codes; Providing for Certain Additions and Modifications to Such Code; Repealing All ordinances in Conflict Therewith; and Providing Penalties for Violation Thereof.

SUGGESTED MOTIONS: FOR THE SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT

For Approval:

I move to approve Ordinance Number 2020-171, an Ordinance for the Regulation of Traffic by the Town of Johnstown, Colorado; Adopting by Reference the 2020 Edition of the Model Traffic Codes; Providing for Certain Additions and Modifications to Such Code; Repealing All Ordinances in Conflict Therewith; and Providing Penalties for Violation Thereof.

For Denial:

I move to deny adoption of Ordinance Number 2020-171.

Reviewed and Approved for Presentation:

Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2020-171

AN ORDINANCE FOR THE REGULATION OF TRAFFIC BY THE TOWN OF JOHNSTOWN, COLORADO; ADOPTING BY REFERENCE THE 2020 EDITION OF THE MODEL TRAFFIC CODE; PROVIDING FOR CERTAIN ADDITIONS AND MODIFICATIONS TO SUCH CODE; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

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

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

WHEREAS, pursuant to § 42-4-110(1)(b), C.R.S., municipalities may, in the manner prescribed by Parts 1 and 2 of Article 16 of Title 31, C.R.S., adopt by reference all or any part of a model traffic code to control and regulate the movement and parking of motor vehicles as provided by state traffic laws; and

WHEREAS, the Colorado Department of Transportation has prepared and adopted a 2020 revised edition of the Model Traffic Code for Colorado; and

WHEREAS, the Town Council desires to adopt the 2020 revised edition of the Model Traffic Code for Colorado, with additions and modifications as specified below.

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

Section 1. Section 8-21 of the Johnstown Municipal Code is hereby repealed and reenacted to read as follows:

Section 8-21. Adoption

Pursuant to Parts 1 and 2 of Article 16 of Title 31 and Part 4 of Article 15 of Title 30, there is hereby adopted by reference the 2020 Edition of the Model Traffic Code for Colorado (“Model Traffic Code”), promulgated and published as such by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 2829 W. Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the State and the nation. Three (3) copies of the Model Traffic

Code adopted herein are now filed in the office of the Town Clerk and may be inspected during regular business hours.

Section 2. Section 8-22 of the Johnstown Municipal Code is hereby repealed and reenacted to read as follows:

Section 8-22. Deletions.

The 2020 edition of the Model Traffic Code is adopted subject to the following deletions:

- (1) Section 511; and
- (2) Section 1705.

Section 3. Section 8-23 of the Johnstown Municipal Code is hereby repealed and reenacted to read as follows:

Section 8-23. Amendments.

The 2020 edition of the Model Traffic Code is adopted subject to the following amendment:

- (1) Section 604(1)(c)(I)(A) is hereby amended to read as follows:

(A) Such vehicular traffic, after coming to a stop and yielding the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection, may make a right turn, unless state or local road authorities within their respective jurisdictions have prohibited any such right turn by erecting an official sign at each intersection where such right turn is prohibited.

Section 4. Penalties. It is unlawful for any person to violate any of the provisions adopted in this Ordinance. Every person convicted of a violation of any provision adopted in this Ordinance shall be punished as provided in Johnstown Municipal Code Section 8-26.

Section 5. Application. This Ordinance shall apply to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of the Town, the use of the Town has jurisdiction and authority to regulate. The provisions of sections 1401, 1402, 1413, and Part 16 of the adopted Model Traffic Code, respectively concerning reckless driving, careless driving, eluding a police officer, and accidents and accident reports shall apply not only to public places and ways but also throughout the Town.

Section 6. Validity. If any part or parts of this Ordinance are for any reason held to be invalid such decision shall not affect the validity of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 7. Repeal. Existing or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or

committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 8. Interpretation. This Ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system for the regulation of vehicles and traffic. Article and section headings of the ordinance and the adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

Section 9. Certification. The Town Clerk shall certify to the passage of this Ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

Section 10. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado 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 Charter. 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 _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

AGENDA ITEM 10C

Design Engineer

**(Johnstown South Water Tank and
Distribution System Design)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 3, 2020

ITEM NUMBER: 10C

SUBJECT: Town of Johnstown South Water Tank and Distribution System Design

ACTION PROPOSED: Approve Design Engineer

ATTACHMENTS: 1. Map

PRESENTED BY: Marco Carani, Director of Public Works

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an award request to hire J-U-B Engineers for the South Water Tank and Distribution System Design.

The Town's 2005 Water Master Plan recommended the need for a 1.5 MG elevated tank to be constructed near the intersection of WCR 40 and WCR 17. The master plan recommended this installation to address pressure and distribution improvements on the south east side of Town and to establish a larger volume of water storage in the air for major main breaks around town and fire flows. This will be the first of two potential tanks recommended to be constructed as part of the Water Master Plan. To ensure proper operation of the south tank, part of the proposed design will include a distribution pipeline that will be needed to fill the tank as well as distribute water back to Town.

Currently there is a booster station on the north edge of the Stroh Farms/Pioneer Ridge subdivision. This station was installed to provide better pressures to help with fire flows and consumption. This station will be modified to be used solely to fill the new tank. All connections to the subdivision will be closed and only opened when the tank cannot supply water. The new tank will have one fill line and two distribution lines. One line will feed Pioneer Ridge subdivision or any others future development in the immediate area that may develop. The other distribution line will be installed to the west and tie into our existing system at Colorado Blvd and Hwy 60.

J-U-B updated our Water System Master Plan in 2015, and have good knowledge of our current and future needs, and in the update, reinforced the need for the additional water tower in this location. Staff is requesting a single source proposal in reference to section 11 of the purchasing policy which states the following:

Town of Johnstown Comprehensive Financial Management Policies.

11. Exemptions from Public Bidding. The Town recognizes the need to use outside sources for providing Professional Services, constructing Capital Projects (vendors and contractors) and for

providing services for day to day operations and maintenance. The Town requires staff to solicit bids for any purchase of goods over \$50,000, per engagement or annually. This requirement may be waived by the Town Manager for ongoing service contracts where the past experience related directly to the Town is a compelling reason to continue a service contract from year to year. Selection of vendors, contractors or consultants may be based on past experience with the Town, knowledge of the Town and region, philosophy of the nature of the job, availability of time, quality of product, quality of service and material, maintenance, warranties, price and other such criteria as deemed appropriate for a particular public project. The Town recognizes the following exemptions for the Public Bid Process:

a. Professional Services. This purchasing policy shall not apply to professional services and the requirements shall not be mandatory in the employment of professional services. Professional services include, but are not limited to the following: Attorneys, Bond Counsel, Certified Public Accountants/Auditors, Consultants, Engineers, Financial Advisors, Physicians and Real Estate Brokers. The Council may award these services as desired and at their discretion. The staff shall use the following criteria when applicable and necessary, based on specific project that includes:

- 1. Past experience in performing the services requested;*
- 2. Responsiveness to the needs of the Town, with respect to time to complete the project, the approach to the project, and anticipated design concepts offered*
- 3. Responsibility and experience in dealing with municipal governments and projects of similar size, scope and nature;*
- 4. The professional's engagement team, including the experience and resumes of key personnel assigned; and*
- 5. Results of reference checks and past performance for other clients.*

d. Waiver of Bidding Process. Notwithstanding the provisions of this Policy, the Town may forego the bidding process altogether in certain specific instances that would be in the best interests of the Town provided that there is sufficient information and documentation to demonstrate that a waiver of the procedure would benefit the Town. Any deviations from the bidding process must have Town Manager approval, who shall then generate a report to the Town Council for the next Town Council meeting explaining the reasons for the waiver. It is intended that this process should be used infrequently and only when there is supporting information to demonstrate that the waiver would be in the best interests of the Town and not in any fashion compromise the integrity of the overall bidding policy of the Town.

Cost for design is \$642,902.

LEGAL ADVICE:

The Town attorney has drafted and reviewed the contract presented for consideration.

FINANCIAL ADVICE:

\$5,000,000. Was budgeted in 2020 for design and construction of this project.

RECOMMENDED ACTION:

SUGGESTED MOTIONS:

For Approval:

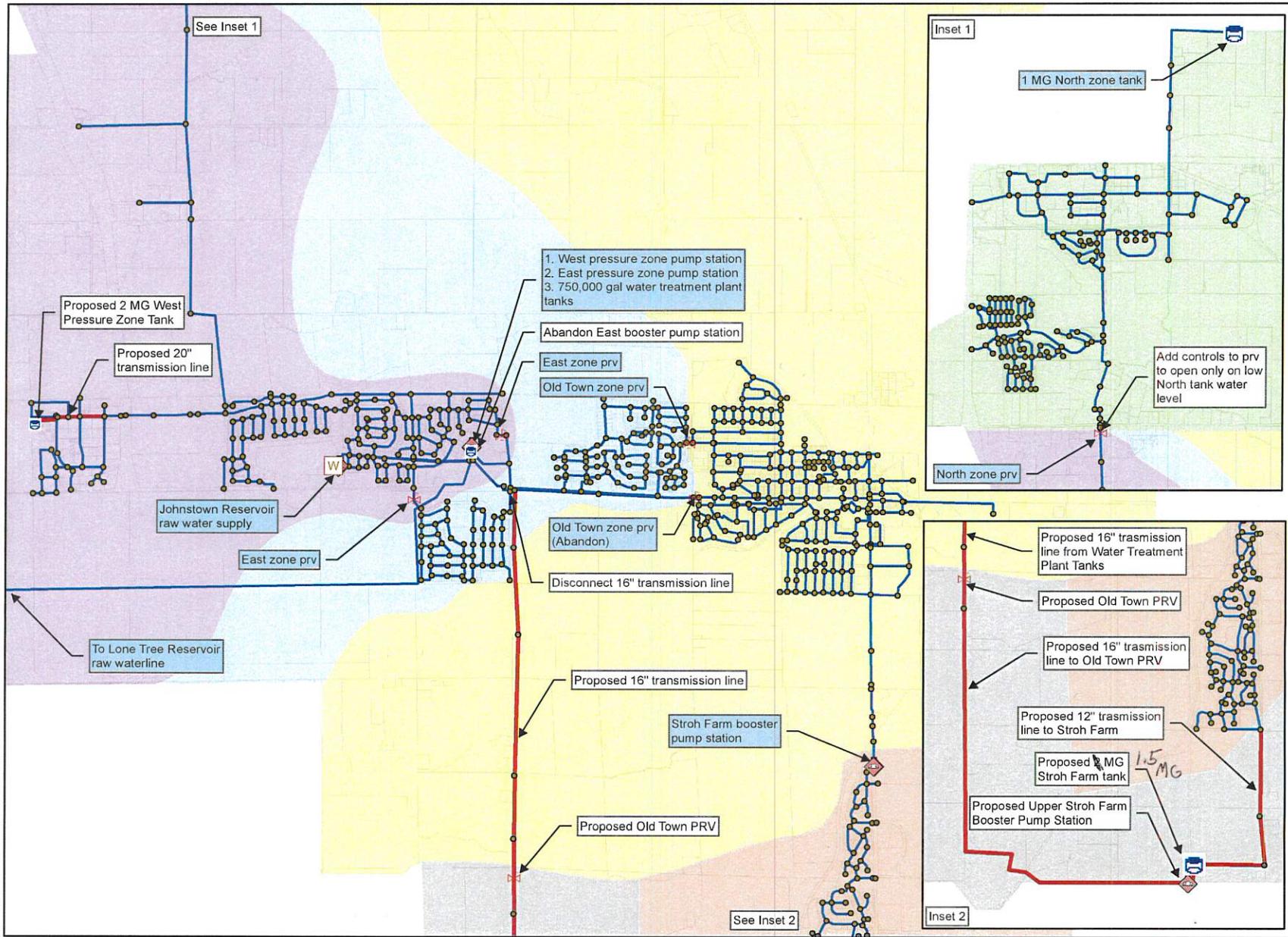
I move to approve the South Tank Design and Distribution System proposal to J-U-B Engineering in the amount not to exceed \$642,902.

For Denial:

I move that we deny the award and solicit formal bids.

Reviewed and Approved for Presentation:

Town Manager



**Johnstown Water System
Proposed Projects**

Legend

-  PRV
-  Pump Station
-  Existing Pipe
-  Proposed Pipe
- Pressure Zones**
-  North Zone
-  West Zone
-  East Zone
-  Old Town Zone
-  Strohm Farm Zone
-  Upper Strohm Farm Zone

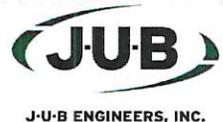


Figure 2
Rev: 7/31/2019

AGENDA ITEM 10D

**CMaR (Construction Manager at Risk)
Services**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 3, 2020

ITEM NUMBER: 10D

SUBJECT: CMaR (Construction Manager at Risk) Services – Central Phase One Sanitary Sewer Project

ACTION PROPOSED: Approve CMaR Contractor Selection

ATTACHMENTS: 1. Proposal Comparisons
2. Proposals Received

PRESENTED BY: Marco Carani, Director of Public Works

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to:

1. Approve selection of Connell Resources, Inc. as the CMaR Contractor to assist the Town on the Central Phase One Sanitary Sewer Project.
2. Authorize the Town Manager to sign a CMaR Services Contract for Pre-Construction Phase CMaR Services (hourly time and materials basis, not to exceed \$92,375.) with Connell Resources.
3. Authorize the \$92,375 funds for the CMaR Pre-Construction Phase Services to the Central Phase One Project funding.

As you may recall, Staff advised Council in 2019 that we were seeking potential CMaR contractor services. The Construction Manager at Risk (CMAR) is a delivery method which entails a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. The Construction Manager can also provide valuable input into the design component to minimize change orders and control costs for the construction phase.

Staff and our consulting engineers developed a list of nine (9) potential firms that we believed had appropriate potential experience and issued RFP invitations to each. From those RFP invitations, we received four (4) formal proposals. A team of four individuals reviewed and ranked all of the proposals, and then met and jointly selected the “top three”. The selection team; Greg Weeks (IMEG Engineering), Taylor Goertz (IMEG Engineering), Bill Canterbury (CMS Inc) an affiliate of IMEG Engineering and Marco Carani (Town of Johnstown Public Works Director), held interviews with the teams from those top three firms. Based on the proposals, reference checks, and the interviews, the selection team felt that Connell Resources, Inc. was the most appropriate choice. Although Connell was not the low bidder as seen in the Proposal Comparison, Staff felt that Connell would give the Town the best opportunity for a successful project.

Subject to Council approval, Town staff will work with Connell Resources, Inc. to prepare an appropriate CMaR Services Agreement, which, after appropriate review and approval of the Town Attorney as to content/form, would then be executed by the Town Manager. Connell Resources then will begin providing assistance to Town Staff and IMEG to develop the most appropriate, cost effective and constructible design for the Central Phase One Sanitary Sewer Project.

LEGAL ADVICE:

The Town Attorney will draft and finalize the appropriate contractual agreement for this project scope.

FINANCIAL ADVICE:

\$10,000,000 was budgeted for this fiscal year for the comprehensive sewer capacity interceptor project to include construction and design assistance.

RECOMMENDED ACTION: Approve Selection of Connell Resources, Inc. as the Town's CMAr Contractor and authorize the Town Manager to sign, the CMAr Services Contract with Connell Resources, Inc., at a cost not to exceed \$92,375.00

SUGGESTED MOTIONS:

For Approval:

I move to award Connell Resources, Inc. as the CMAr Contractor for the Central Phase One Sanitary Sewer Project and authorize the Town Manager to sign the CMAr Services Contract with Connell Resources, Inc., and to utilize existing funds allocated with this contract not to exceed \$92,375, to cover the Pre-Construction Phase CMAr Contractor Services.

For Denial:

I move that we deny selection of Connell Resources, Inc. as the CMAr Contractor for the Central Phase One Sanitary Sewer Project, to cover the Pre-Construction Phase CMAr Contractor Services.

Reviewed and Approved for Presentation:

Town Manager

Cost Estimate Comparisons

CMaR Proposals - Cost Estimate Comparisons									
	TOTAL \$	Mtg. Freq.	Total Hrs	President, VP	Proj Mgr	Const. Mgr	Supt(s)	Estimator	Potholing
BTC	\$50,320.00	1/2 wk	412 (+ 244 PH) = 656		\$130.00		\$130.00	\$130.00 // \$115.00	50 @ \$27,625.00 (add)
Connell	\$92,375.00	1/2 wk (?)	736		\$125.00	\$125.00	\$105.00 // \$90.00	\$125.00	\$29,400 (included)
	\$62,975.00	(without potholing \$\$)	626						
Global	\$98,114.03	1/wk	782	\$133.76 // \$108.68	\$91.96		\$83.60	\$91.96	N/A

Proposals



Johnstown Sewer Interceptor(s) – Central Phase One CMAR

Submitted To: Town of Johnstown

Submitted By: Connell Resources, Inc.

December 20 2019



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December 20, 2019

Town of Johnstown
Public Works Department
450 Parish Avenue
Johnstown, CO. 80534
Attn: Marco Carani, Publics Works Director

Re: Request for Proposal
Johnstown Sewer Interceptor(s) – Central Phase One (CMAR)

Dear Mr. Carani,

We appreciate the opportunity to submit our proposal and qualifications to provide CMAR Services for the Johnstown Sewer Interceptor - Center Phase One Project.

Within the following proposal we hope that you will find our commitment and enthusiasm to be a positive and value adding member to the design and management team that the Town of Johnstown has assembled for the project.

We bring a tested and proven team of managers and craft employees with a successful resume of projects completed under the CMAR/ APDS delivery model. Our experience coupled with our intimate knowledge of the local conditions and our sustained commitment to remain a positive part of the Northern Colorado Community uniquely qualifies Connell for this project.

We look forward to discussing this opportunity with you further in near future as well as sharing our ideas for the project with your team.

Sincerely,



John M Warren
President



CONNELL RESOURCES, INC. • 7785 HIGHLAND MEADOWS PARKWAY, SUITE 100 • FORT COLLINS, CO 80528-8988 • TEL (970) 223.3151 • FAX (970) 223.3191

CONNELL

GENERAL COMPANY INFO

Connell Resources, Inc. has been located in Fort Collins, serving Northern Colorado and Southern Wyoming for over 70 years, as a family owned and operated business. Northern Colorado is our home and we are grateful for the opportunities we have been given over the years. We pride ourselves on our repeat clients and our solid reputation as a trustworthy and quality contractor.

	Connell Resources, Inc.
	John M Warren, President
	jwarren@connellresources.com
	7785 Highland Meadows Pkwy. Suite 100 Fort Collins, CO 80528
	970-223-3151
	970-223-3191
	We have operated as Connell Resources, Inc. for over 35 Years in Northern Colorado, prior to we operated as Loveland Excavating.
	Our company was established in 194 as Loveland Excavating.
	We are a Colorado Corporation
	Connell Resources, Inc. is licensed with all municipalities in Northern Colorado and prequalified with CDOT and WYDOT.

EXAMPLE PROJECTS

Please see ADPS for all similar project experience and project profiles.

COMPANY RESOURCES

Connell Resources has been serving the Northern Colorado region since 1946. The company was founded as Loveland Excavating Company and operated under that name until 1982 when we moved our operations from Loveland to Fort Collins and renamed the company Connell Resources, Inc. after the company owner Richard “Ben” Connell. Today Connell Resources remains a family-owned, employee-focused company dedicated to employee safety, quality workmanship, and a positive lasting impact in the Northern Colorado community.

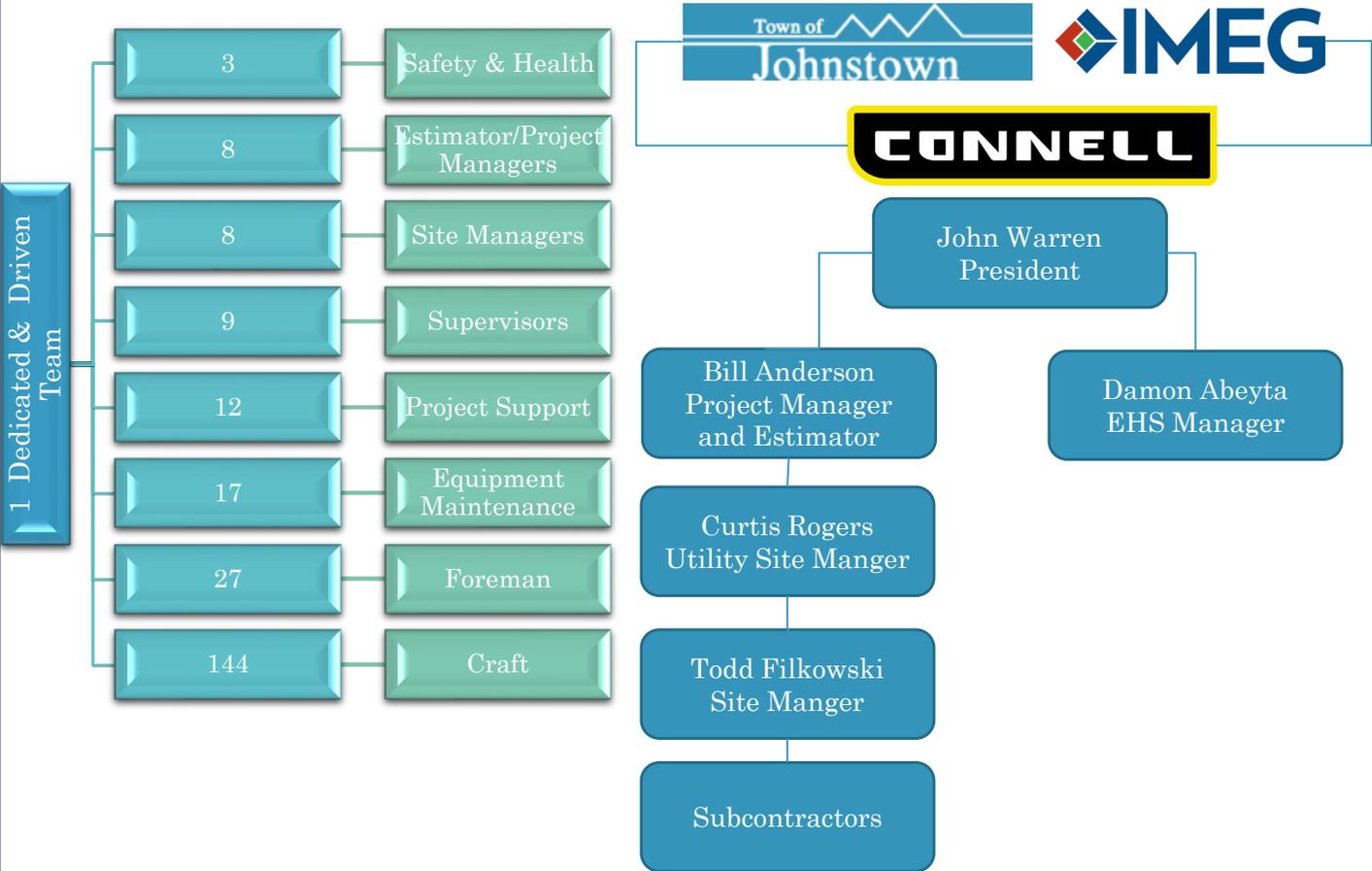
Connell intends to self perform potholing, erosion control, removals, earthwork, all water and sanitary sewer pipeline, structural concrete, concrete grading, aggregate base, asphalt paving and trucking on the Johnstown Sewer Interceptor – Central Phase One Project out of our Fort Collins office.

Northern Colorado is our home and we are grateful for the opportunities we have been given over the years. Our local presence allows us to be able to respond to project needs within hours, not days. We also own and maintain a large fleet of late model equipment, which is readily available. We pride ourselves on our ability to provide a complete civil package to our customers. Connell self performs between 80-85% of our annual contract revenue.

Connell is fortunate to have a loyal and dedicated workforce that is not only knowledgeable but committed to doing their best. We are proud to have many supervisory and craft employees who have worked with us for more than 20 years and bring incredible skill to our team.

Connell has a strong commitment to the sustainable growth of Northern Colorado. We fully understand that the projects we build carry far more impact on our community and our employees than simply the pursuit of profit. This is why we work diligently to constantly refine our business practices so that we limit our impact on the environment, provide growth for our employees, and make a positive influence in the community.

Johnstown Sewer Interceptor – Central Phase One



COMPANY RESOURCES (CONTINUED)

The following equipment is owned and maintained by Connell Resources, Inc. Below is a partial list of equipment highlighting only some of the major pieces in our fleet of more than 400 pieces. All of Connell's fleet is available for use on this project.

Scrapers

- 8 – Caterpillar 627 Scrapers
- 3 – Caterpillar 615 Scrapers

Excavators & Backhoes

- 5 – Caterpillar 416-436 Tractor/Backhoes
- 4 – Komatsu 160 Size Track Excavators
- 5 – Komatsu 200 Track Excavators
- 5 – Komatsu/Caterpillar 300 Size Track Excavators
- 6 – Komatsu/Caterpillar 400 Size Track Excavators
- 1 – Komatsu 650 Track Excavator

Front End Loaders

- 11 – Caterpillar 938 – 950 Front End Loaders
- 12 – Caterpillar 966 – 980 Front End Loaders
- 2 – Caterpillar 988H Front End Loader
- 7 – John Deere Landscape Loaders

Motor Graders

- 12 – 140 H/M Motor Grader
- 3 – 14 H/M Motor Grader

Off Road Haul Trucks

- 4 – Caterpillar 740 (40 Ton) Haul Trucks
- 2 – Caterpillar 735 (35 Ton) Haul Trucks

Legal Haul Trucks

- 10 – Tandem Axle Dump Trucks
- 19 – Tractor Trucks (Belly Dumps, Side Dumps, Live Bottom Trailers)

Track Dozers

- 6 – Caterpillar D6H XL/LGP Dozers
- 2 – Caterpillar D8T Dozer

Paving

- 1 – Caterpillar 1055E Paver
- 2 – Caterpillar 1055F Paver
- 1 – Carlson 8' Paver
- 1 – Blaw Knox PF 4410 Paver
- 1 – Road Tec Shuttle Buggy – M.T.V.
- 1 – Road Tec RX700-3 Rotomill
- 1 - Wirtgen W120Fi Rotomill

Multiple Sizes & Configurations of Rollers

Trench Boxes

Multiple Sizes & Configurations

Pumps & Generators

Multiple 25 KW – 700 KW Generators

Multiple 2” – 8” Pumps (Trash, Submersible, Dry Prime)

In addition to this equipment Connell Resources, Inc. owns and operates its own asphalt hot plant as well as mining and processing our own aggregates.

KEY PERSONNEL

Connell's project team of construction professionals selected for this project have a diverse and extensive background in underground utilities, pipeline construction, arterial roadway improvements, intersection work and bridge construction throughout Northern Colorado. Our Vice President of Operations, Project Manager, and Site Manager for the project have worked together at Connell Resources for over 13 years and have more than 60 years of combined experience delivering heavy-civil infrastructure projects, many of which had project delivery models such as CMAR, CM/GC, or Design-Build.

John Warren is the President of Connell Resources and would serve as the Preconstruction Support Services Manager. He has over 20 years of experience in heavy civil construction projects. He has managed projects in transportation, residential, commercial, and industrial development industries including parking lots, box culverts, heavy civil, and utilities. John manages over \$75 million in overall construction operations, construction schedules, and resource allocation for Connell Resources, Inc. annually.

John will assist with all pre construction efforts for the project, ensure the appropriate resources are allocated to the project to maintain schedule and budget commitments, he will also sign the contract documents. John will be available to assist the project as needed and will attend design and progress meetings.

John will be committed to this project full time during the pre-construction service and will be available as needed for the construction portion.

Bill Anderson Project Manager and Estimator, has over 25 years experience, with field, estimating, and project management experience in heavy civil construction including earthwork, utilities, concrete structures and base and pave operations. He has been with Connell Resources in our Fort Collins office for 16 years.

Bill will be the full time office contact; he is responsible for detailed cost estimating, tracking project costs to ensure the project remains within budget, billing accordingly, coordinating the project schedule and attending owners meetings.

Bill will be committed to this project during pre-construction and construction services full time.

Curtis Rogers will be assigned to the project full time as the Site Manager. Curtis coordinates with project owners/representatives, inspectors and internal management in order to provide direction to company/subcontractor personnel & material suppliers. Additionally, Curtis assists with managing project flow, documents project progress and administration tasks working directly with the project manager and owner.

Curtis will be available as needed during pre-construction and full time during construction.

Todd Filkowksi will be assigned to the project full time as the Site Manager and Public Information Officer. Todd will assist Curtis in the day to day operations and keep the project stakeholders up to date on construction activities.

Todd will be available as needed during pre-construction and full time during construction.

*** References included on resumes.**

PROJECT BUDGET AND COST CONTROL

If selected to provide CMAR services for the Johnstown Sewer Interceptor - Central Phase One Project, our project team will be dedicated to being an integral part of the project team from the word **GO**.

Cost Development Approach

One of the first contributions Connell will make to the project team is developing a baseline project budget from the preliminary design drawings. After examining the existing drawings, we are confident we can quickly develop a baseline construction budget. We would begin this process by providing detailed quantity take off from our Estimator/Project Manager, Bill Anderson, with the assistance of our in-house CADD technicians. This quantity take-off information coupled with our intimate knowledge of the local conditions and the Town of Johnstown Standards would allow our in-house estimating team to establish a solid baseline construction budget within a week of selection.

After the initial baseline budget is developed, we can assist the project team in estimating and tracking the full cost impacts of the continued design development such as 65% and 90% design drawings. We will also be able to quickly provide estimating/budgeting ideas that develop through weekly progress meetings and constructability reviews with input from our subcontractor partners. We would want the subcontractor selection to be a team process with the goal of bringing on key subcontractors early to assist with GMP and schedule development.

Sample Project

We have attached a sample preliminary budget, prepared for Carson Development for the Johnstown Plaza Off-Site Sewer Upsizing. We understand, this could be a potential project under the Johnstown Sewer Interceptor CMAR project. We have identified two options and their corresponding critical items to advance the pricing:

Open Cut River Option	Bore River Crossing Option
✓ 404 Permitting	✓ Bore Must Be Done In Bedrock
✓ Low Flow Periods of the River	
✓ Access	✓ Determine Bedrock Elevations based on Test Digs and Geotech Information for tie in connection.
✓ Schedule	
✓ River diversion Plans	
✓ Dewatering Permits	
✓ Goundwater Sampling	✓ Is the Outfall Manhole at a depth that allows a bore?

Once an option is selected by the team, we would proceed with reviewing easements and work areas as it pertains to the chosen option.

PROJECT BUDGET AND COST CONTROL (CONTINUED)

Value Engineering

The initial budget will allow for the identification of critical cost items that can be the focus of the team’s value engineering efforts. We would contribute to this critical function by lending our company’s vast experience with similar projects and by utilizing the expertise of our chosen subcontractors and our large network of material suppliers to aide in the development of design and construction alternatives. Our value engineering efforts would not be solely focused on reducing project costs, rather working to create added quality and value for the Town’s dollars spent and attempting to lessen construction impacts on the residents of Johnstown.



Cost Transparency

Throughout the budget development process, we understand the need for being transparent in our cost estimating. We are committed to a completely open-book approach to our estimated costs and actual costs of performing the work on the Johnstown Sewer Interceptor – Central Phase One CMAR Project. Our estimates and our monthly construction cost reports detail every cost the project incurs and allows the project team to evaluate estimated cost versus actual cost. These reports will be provided monthly to the team.

Below is a list of projects Connell is currently performing completely open-book, cost-plus a fee basis in a CMAR/CMGC capacity. We feel this highlights our belief and commitment to transparent cost reporting.

Owner	Project	Project Value
City of Loveland	South Loveland Outfall Phase 3 CMAR	\$ 9,500,000
City of Greeley Utilities	Mosier Reservoir 20” Waterline Rehab CMAR	\$ 2,300,000
City of Fort Collins Utilities	Mail Creek Stream Rehab APDS	\$ 900,000
Fort Collins Loveland Water District	PRV Vault Installation and 24” Waterline Extension CMAR	\$ 2,000,000
Water Supply & Storage Company	Laramie River Tunnel Outfall CM/GC	\$ 850,000
City of Fort Collins Engineering	Willow Street Reconstruction CMAR	\$ 2,400,000

We pride ourselves on our ability to self-perform over **80%** of the contract work that we take on, this allows us to have more control of project costs and schedule.

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



Estimator: Bill Anderson

BUDGET FOR COST

Date: 10/14/2019

Submitted To: Carson Development, Inc.	Budget Title: Johnstown Plaza Lot H Offsite Sewer Budget
Address: 6917 W. 135th, Suite B-29 Overland Park, KS 913-499-19	Budget Number:
Contact: Mike Schlup	Project Location:
Phone:	Project City, State: Johnstown, CO
Fax: 913-499-1913	Engineer/Architect: Point Consulting, LLC

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

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A. General Conditions					
GC.01	Mobilization / Site Management	1.00	LS	\$45,000.00	\$45,000.00
GC.02	Pothole Existing Utilities	16.00	EACH	\$220.00	\$3,520.00
GC.03	Construction Surveying	1.00	LS	\$11,200.00	\$11,200.00
GC.04	Geotechnical Testing Allowance	1.00	LS	\$8,500.00	\$8,500.00
Total Price for above A. General Conditions Items:					\$68,220.00
C. Erosion Control					
EC.01	Compacted Earthen Berm In Lieu Of Silt Fence	8,250.00	LF	\$0.60	\$4,950.00
EC.02	Vehicle Tracking Control	2.00	EACH	\$2,300.00	\$4,600.00
EC.03	Seed And Mulch	5.00	ACRE	\$1,800.00	\$9,000.00
Total Price for above C. Erosion Control Items:					\$18,550.00
D. Earthwork					
EW.01	Strip And Stockpile Topsoil	3,820.00	CY	\$1.75	\$6,685.00
EW.02	Replace Stripped Topsoil W/ 623 Scraper	3,820.00	CY	\$2.85	\$10,887.00
EW.03	Finish Grading	22,920.00	SY	\$0.90	\$20,628.00
Total Price for above D. Earthwork Items:					\$38,200.00
E. Sanitary Sewer					
SS.01	Sanitary Sewer Bore Allowance	190.00	LF	\$750.00	\$142,500.00
SS.02	8" Sewer, 12'-16' Depth In Groundwater	2,150.00	LF	\$97.00	\$208,550.00
SS.03	8" Sewer, 12'-16' Depth	1,975.00	LF	\$75.00	\$148,125.00
SS.04	Sewer Manhole 48"	10.00	EACH	\$3,500.00	\$35,000.00
SS.05	Sewer Splitter Structure	2.00	EACH	\$6,000.00	\$12,000.00
SS.06	Dewatering	2,150.00	LF	\$66.00	\$141,900.00
Total Price for above E. Sanitary Sewer Items:					\$688,075.00
Total Bid Price:					\$813,045.00

Notes: • Budget Pricing is based upon attached highlighted plans to install an 8" PVC Sanitary Sewer adjacent to the existing 15" PVC Sanitary Sewer. River Crossing was quoted as a bore, which may not be feasible if the bore is in cobble. An alternate open cut river crossing would be feasible, but would require a 404 permit from the Army corps of Engineers. Pricing will need to be confirmed once the design is provided, and bore subcontractors are provided geotechnical engineering reports for the bores.

CONSTRUCTION SEQUENCING AND SCHEDULING

Use of Contingency

It is Connell's belief that CMAR project delivery method allows the project team to virtually eliminate project contingency needs for unforeseen conditions and design ambiguities. This is achieved with a committed project team working together throughout the design process. The team can work together to perform proper site investigations, constructability and design reviews, sub-contractor selection, and value engineering. Allowing contingencies, if necessary, to be determined and controlled by the owner. We believe that if contingencies are kept, they are best utilized for opportunistic scope growth within the project that arises during construction and adds value to the project or lessens future operation and maintenance costs.

Schedule Development

At Connell we believe that the project schedule is a living document that is owned by the entire project team and should be used as a tool to organize and more importantly communicate project responsibilities and project goals. We feel that the ability to build the project schedule as a project team (Owner, Designer, General Contractor, and Subcontractors) early in the project lifecycle is one true benefit of the CMAR process. This process allows input from all project stakeholders and creates a true sense of ownership by the entire project team. Again, a strength of Connell Resources, Inc. is our ability to self-perform an average of 80% of contract allowing us to control the project schedule and adjust as necessary to keep on schedule.

At Connell we have found that one of the foundations to managing a successful project, and overcoming unforeseen obstacles and challenges is to invest in and develop an aggressive, yet realistic project schedule as early in the project as possible. A well-built project schedule helps facilitate communication amongst the project team members and it creates accountability amongst team members, both of which are keys to avoiding project obstacles before they arise.

We would anticipate developing the initial sequence and schedule of the Johnstown Sewer Interceptor Phase One Project through a collaborative effort with the Project Team using **Microsoft Project Software**. We would use the baseline project estimate based upon the preliminary design drawings to identify work activities and their corresponding durations. We would seek input from the design team and City staff to determine design durations, define possible phasing opportunities, and identify critical milestones that need to be met. Finally, as a team we will identify long lead procurement items, outline the local events that need to be considered in the work flow, and establish seasonal constraints, such as school schedules, spring rain events, paving and groundwater tables for deeper utilities.

Once the initial project schedule is developed and agreed upon by the project team, Connell will cost load the schedule to match with the baseline construction estimate to assist the Town in forecasting cash flow throughout the project lifecycle.

Schedule Updating & Maintenance

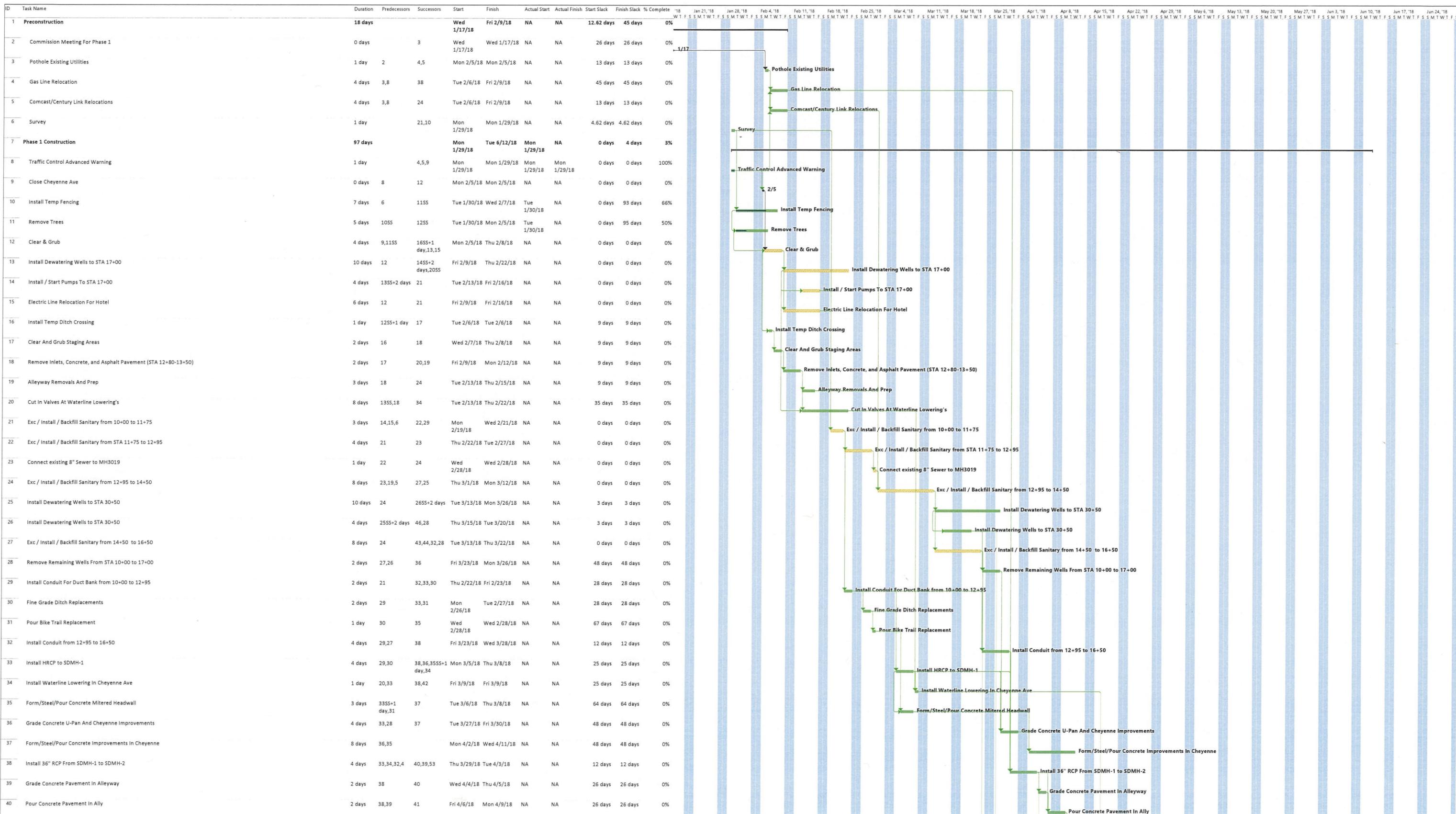
As the design of the project advances, the above process will need to be repeated periodically, or as necessary until the project is released for construction. Upon start of construction, the overall project schedule will be used as the basis for developing our 3 week look-ahead schedules, which are created weekly to communicate current project activities. The overall project schedule will be as-built and updated, at a minimum, monthly. The monthly updated schedule will be distributed to the entire project team so that the project progress can be openly discussed, reviewed, and assessed.

CONSTRUCTION SEQUENCING AND SCHEDULING

Managing Schedule Challenges

We recognize even with thorough and thoughtful project preconstruction planning, obstacles do arise on projects which create challenges in maintaining the project schedule. Connell's advantage in circumventing these issues is that we self-perform the majority of the contract work. This allows us greater control of the project schedule. We are able to manage the schedule delays or interruptions by supplementing our crews with additional resources, be that manpower or equipment that are all within a 50 mile radius.

- Please see the attached Boyd Parallel Sewer Interceptor Phase I as an example. This is a \$3.7 Million sewer interceptor project completed for City of Loveland.



ID	Task Name	Duration	Predecessors	Successors	Start	Finish	Actual Start	Actual Finish	Start Slack	Finish Slack	% Complete	Gantt Chart (Jan 18 to Jun 18)																											
41	Landscape Repairs South Of 16th Street	5 days	40	42	Tue 4/10/18	Mon 4/16/18	NA	NA	26 days	26 days	0%	[Gantt bar for 41: Tue 4/10/18 to Mon 4/16/18]																											
42	Remove Temporary Fence And Replace Permanent	4 days	34,41	76	Tue 4/17/18	Fri 4/20/18	NA	NA	26 days	26 days	0%	[Gantt bar for 42: Tue 4/17/18 to Fri 4/20/18]																											
43	Mill Roadway For Storm and Sanitary Sewer Excavation	2 days	27	46SS+1 day	Fri 3/23/18	Mon 3/26/18	NA	NA	0 days	0 days	0%	[Gantt bar for 43: Fri 3/23/18 to Mon 3/26/18]																											
44	Set Temporary Fence And Remove Existing	4 days	27	46SS+1 day, 45SS	Fri 3/23/18	Wed 3/28/18	NA	NA	0 days	0 days	0%	[Gantt bar for 44: Fri 3/23/18 to Wed 3/28/18]																											
45	Install Temporary Water From 16+50 to 20+38	1 day	44SS	46	Fri 3/23/18	Fri 3/23/18	NA	NA	0 days	0 days	0%	[Gantt bar for 45: Fri 3/23/18 to Fri 3/23/18]																											
46	Exc / Install / Backfill Sanitary 16+25 to 20+48	5 days	43SS+1 day, 44SS+1 day, 45SS	47	Mon 3/26/18	Fri 3/30/18	NA	NA	0 days	0 days	0%	[Gantt bar for 46: Mon 3/26/18 to Fri 3/30/18]																											
47	Bypass SS To MH PBI-6	1 day	46	48	Mon 4/2/18	Mon 4/2/18	NA	NA	0 days	0 days	0%	[Gantt bar for 47: Mon 4/2/18 to Mon 4/2/18]																											
48	Exc / Install / Backfill Sanitary 20+48 to 31+02	14 days	47	49	Tue 4/3/18	Fri 4/20/18	NA	NA	0 days	0 days	0%	[Gantt bar for 48: Tue 4/3/18 to Fri 4/20/18]																											
49	Test Sanitary From 20+48 to 31+02	1 day	48	51,61,50	Mon 4/23/18	Mon 4/23/18	NA	NA	0 days	0 days	0%	[Gantt bar for 49: Mon 4/23/18 to Mon 4/23/18]																											
50	Phase 1 Sanitary Complete	0 days	49		Fri 4/27/18	Fri 4/27/18	NA	NA	37 days	37 days	0%	[Milestone for 50: Fri 4/27/18]																											
51	Remove or Abandon Well Points	2 days	49	52	Tue 4/24/18	Wed 4/25/18	NA	NA	2 days	2 days	0%	[Gantt bar for 51: Tue 4/24/18 to Wed 4/25/18]																											
52	Remove Temporary Fence And Replace Existing (16+50 To 31+02)	4 days	51	66	Thu 4/26/18	Tue 5/1/18	NA	NA	2 days	2 days	0%	[Gantt bar for 52: Thu 4/26/18 to Tue 5/1/18]																											
53	Install Storm 16+50 to 20+38	8 days	38	55,54	Wed 4/4/18	Fri 4/13/18	NA	NA	12 days	12 days	0%	[Gantt bar for 53: Wed 4/4/18 to Fri 4/13/18]																											
54	Remove Temporary Water Service	1 day	53	75	Mon 4/16/18	Mon 4/16/18	NA	NA	30 days	30 days	0%	[Gantt bar for 54: Mon 4/16/18 to Mon 4/16/18]																											
55	Install Storm 20+38 to 30+60	6 days	53	56	Mon 4/16/18	Mon 4/23/18	NA	NA	12 days	12 days	0%	[Gantt bar for 55: Mon 4/16/18 to Mon 4/23/18]																											
56	Install Storm In Boise Ave	5 days	55	57,59,58	Tue 4/24/18	Mon 4/30/18	NA	NA	12 days	12 days	0%	[Gantt bar for 56: Tue 4/24/18 to Mon 4/30/18]																											
57	Install Storm Structures In North East Side Of Boise Ave	8 days	56	65	Tue 5/1/18	Thu 5/10/18	NA	NA	20 days	20 days	0%	[Gantt bar for 57: Tue 5/1/18 to Thu 5/10/18]																											
58	Install Storm Structures In South East Side Of Boise Ave	16 days	56	65	Tue 5/1/18	Tue 5/22/18	NA	NA	12 days	12 days	0%	[Gantt bar for 58: Tue 5/1/18 to Tue 5/22/18]																											
59	Install Storm Structures In West Side Of Boise Ave	8 days	56	65,60	Tue 5/1/18	Thu 5/10/18	NA	NA	12 days	12 days	0%	[Gantt bar for 59: Tue 5/1/18 to Thu 5/10/18]																											
60	Phase 1 Storm Complete	0 days	59	75	Wed 5/16/18	Wed 5/16/18	NA	NA	9 days	9 days	0%	[Milestone for 60: Wed 5/16/18]																											
61	Alleyway Removals And Prep	1 day	49	62	Tue 4/24/18	Tue 4/24/18	NA	NA	0 days	0 days	0%	[Gantt bar for 61: Tue 4/24/18 to Tue 4/24/18]																											
62	Install Electric Conduit From 16+50 31+20	5 days	61	69,64,63	Wed 4/25/18	Tue 5/1/18	NA	NA	0 days	0 days	0%	[Gantt bar for 62: Wed 4/25/18 to Tue 5/1/18]																											
63	Phase 1 Electric Complete	0 days	62	75	Mon 5/7/18	Mon 5/7/18	NA	NA	16 days	16 days	0%	[Milestone for 63: Mon 5/7/18]																											
64	Place/Finish Base In Boise Ave	2 days	62	65,66	Wed 5/2/18	Thu 5/3/18	NA	NA	0 days	0 days	0%	[Gantt bar for 64: Wed 5/2/18 to Thu 5/3/18]																											
65	Patch Boise Ave	2 days	64,57,59,58	73	Wed 5/23/18	Thu 5/24/18	NA	NA	12 days	12 days	0%	[Gantt bar for 65: Wed 5/23/18 to Thu 5/24/18]																											
66	Remove Concrete C&G/Side Walk From STA 16+50 To Boise	5 days	64,52	67	Fri 5/4/18	Thu 5/10/18	NA	NA	0 days	0 days	0%	[Gantt bar for 66: Fri 5/4/18 to Thu 5/10/18]																											
67	Fine Grade C&G/Sidewalk	4 days	66	68SS+2 days	Fri 5/11/18	Wed 5/16/18	NA	NA	0 days	0 days	0%	[Gantt bar for 67: Fri 5/11/18 to Wed 5/16/18]																											
68	Pour Back C&G/Sidewalk From STA 16+50 To Boise	10 days	67SS+2 days	69SS+4 days	Tue 5/15/18	Mon 5/28/18	NA	NA	0 days	0 days	0%	[Gantt bar for 68: Tue 5/15/18 to Mon 5/28/18]																											
69	Remove Millings And Asphalt 16+25 To 31+02	4 days	62,68SS+4 days	76,75,70SS+2 days	Mon 5/21/18	Thu 5/24/18	NA	NA	0 days	0 days	0%	[Gantt bar for 69: Mon 5/21/18 to Thu 5/24/18]																											
70	Grade Roadway Section And Place/Finish Base Course	5 days	69SS+2 days	71SS	Wed 5/23/18	Tue 5/29/18	NA	NA	0 days	0 days	0%	[Gantt bar for 70: Wed 5/23/18 to Tue 5/29/18]																											
71	Pour Pans At Intersections	10 days	70SS	72	Wed 5/23/18	Tue 6/5/18	NA	NA	0 days	0 days	0%	[Gantt bar for 71: Wed 5/23/18 to Tue 6/5/18]																											
72	Pave From 16+50 To Boise	4 days	71	73	Wed 6/6/18	Mon 6/11/18	NA	NA	0 days	0 days	0%	[Gantt bar for 72: Wed 6/6/18 to Mon 6/11/18]																											
73	Install Pavement Markings	1 day	72,65	79	Tue 6/12/18	Tue 6/12/18	NA	NA	0 days	0 days	0%	[Gantt bar for 73: Tue 6/12/18 to Tue 6/12/18]																											
74	Project Closeout	17 days			Thu 5/24/18	Mon 6/18/18	NA	NA	2 days	0 days	0%	[Gantt bar for 74: Thu 5/24/18 to Mon 6/18/18]																											
75	Create Project Punch List	0 days	69,54,63,60	76SS	Thu 5/24/18	Thu 5/24/18	NA	NA	2 days	2 days	0%	[Milestone for 75: Thu 5/24/18]																											
76	Finish Grade Effected Landscaped Areas	6 days	69,75SS,42	77	Fri 5/25/18	Fri 6/1/18	NA	NA	2 days	2 days	0%	[Gantt bar for 76: Fri 5/25/18 to Fri 6/1/18]																											
77	Reseed or Sod Effected Areas	3 days	76	78	Mon 6/4/18	Wed 6/6/18	NA	NA	2 days	2 days	0%	[Gantt bar for 77: Mon 6/4/18 to Wed 6/6/18]																											
78	Finish Punchlist	2 days	77	79SS+2 days	Thu 6/7/18	Fri 6/8/18	NA	NA	2 days	2 days	0%	[Gantt bar for 78: Thu 6/7/18 to Fri 6/8/18]																											
79	Demobilize Or Start Phase 2	4 days	73,78SS+2 days	80	Wed 6/13/18	Mon 6/18/18	NA	NA	0 days	0 days	0%	[Gantt bar for 79: Wed 6/13/18 to Mon 6/18/18]																											
80	Project Acceptance	0 days	79		Mon 6/18/18	Mon 6/18/18	NA	NA	0 days	0 days	0%	[Milestone for 80: Mon 6/18/18]																											

QUALITY ASSURANCE/QUALITY CONTROL

At Connell, quality is a core value and we take great **PRIDE** in our finished product. We have been building work in Northern Colorado for over 70 years. Much of our work is from repeat clients. We feel this **REPEAT** business is attributed to our attention to detail from conception through construction that provide the highest quality and value for our clients.

Our company **CULTURE** is such that quality is a top priority second only to safety. Quality control is a primary objective for all members of our team. We emphasize quality from the initial estimating stage through final completion. Our managers are directly involved in a projects quality control through pre-activity meetings, daily oversight, and continual review of quality control testing results.

Our company quality control program is structured in a similar way to that of our safety program. We **EMPOWER** and **ENCOURAGE** all of our employees from supervisors to laborers to review each other's work and continually evaluate our processes to **SEEK IMPROVEMENT**. We encourage employees to continually communicate with one another on the steps being taken to ensure nothing is overlooked and that our operational means and methods will produce a product that exceeds project specifications and our own expectations.

To **SUPPORT** our field crews and to assist in ensuring and documenting quality work Connell employs a staff of quality control professionals. We own and operate multiple state of the art, accredited material testing laboratories for our aggregate production facilities and our asphalt production and paving division. Within our pipeline utility division, we have invested in a full time crew **DEDICATED** and **EQUIPPED** to manage and document quality control and testing of newly installed waterlines, sanitary sewer lines and storm sewer lines pipelines.

When quality issues arise, we hold ourselves and our subcontractors **ACCOUNTABLE** to solve the issue. We determine the **ROOT CAUSE** of the issue and communicate with our team how we can prevent any reoccurrence.

Connell Resources has been **RECOGNIZED** numerous times for our quality work. We have recently been recognized by the Colorado Contractors Association for Excellence in Water/Wastewater for our team's performance and management on the Johnstown Sewer Interceptor – Central Phase One CMAR.

Over the years we have been **HONORED** with multiple awards from the Colorado Department of Transportation (CDOT) for quality project management and the quality of our asphalt paving. Our U.S. Highway 85 Reconstruction Project was awarded the 2016 Best In Colorado – Best in Rural Highway New or Reconstruction award. Central Park Drive Reconstruction in Steamboat was awarded Best In Colorado for City Street New or Reconstruction.



ALTERNATIVE PROJECT DELIVERY SYSTEM

Our culture at Connell is based on the free flow of ideas that encourages constructive criticism, mutual respect, and peer accountability; these traits aid in the idea and values of partnering. These traits are also critical components of developing a highly productive project team utilizing Alternative Project Delivery Systems.

Connell is proud to have completed over 50 projects utilizing Alternative Project Delivery Methods for the following owners in Northern Colorado within the last 5 years with contract values that range from \$50,000 to over \$10,000,000. All our project team members presented in this proposal have extensive experience in APDS project delivery.

- City of Loveland
- City of Fort Collins
- City of Greeley
- Larimer County
- Colorado State University
- East Larimer County Water District
- Fort Collins/ Loveland Water District
- West Fort Collins Water District
- Water Supply and Storage Company
- Northern Colorado Medical Center

As a company we approach all projects, whether they are hard bid or negotiated, with a partnering attitude. The most success we have had in partnering and project execution is utilizing APDS contracting methods. These methods, such as the CMAR process presented for the Johnstown Sewer Interceptor – Central Phase One Project allows us, as the general contractor, to be involved in design development and the opportunity to integrate ourselves into the existing design team, to create a complete project team long before a shovel goes in the ground. By having the entire project team involved long before construction commences, a true partnering relationship is developed amongst a team with shared goals for success and creation of overall project ownership from the entire team.

We feel we can add value to the other project stakeholders by adding our teams extensive local experience with a wide variety of construction means, methods, and material selections. Connell also brings our expertise in project costing and budget development, value engineering exercises, development of project schedules, development of project phasing, and utilizing the input of our vast network of subcontractors and material suppliers to aid in shaping the final For Construction Design. Connell would be available to attend and be actively involved with all neighbor open houses and local stakeholder information meetings.

In addition to the pre-construction services noted above, Connell can offer the following assistance to the Johnstown Sewer Interceptor – Central Phase One Project Team during design:

- ✓ Assistance with creating Subsurface Utility Engineering documents utilizing our in-house potholing and vacuum excavation crews with the capability of recording existing utility locations and elevations with company owned GPS Equipment.
- ✓ Test hole digging performed with our locally based crews to assist in fully understanding subsurface conditions such as groundwater levels/volumes and soil conditions which are difficult to define with conventional geotechnical drilling methods.
- ✓ Surface restoration of areas disturbed with pre-construction design investigation works such as asphalt and concrete repair with our inhouse crews.

ALTERNATIVE PROJECT DELIVERY SYSTEM

The projects that we have highlighted on the following pages represent projects we have recently completed that are similar or had construction conditions that emulate those to be expected during the completion of the Johnstown Sewer Interceptor – Central Phase One Project. The project descriptions, owners, engineers, delivery methods, and unique characteristics can be found on each project profile.

- Boyd Parallel Sewer Interceptor – Phase I – APDS*
- Northeast College Corridor (NECCO) – APDS*
- Timberline Sewer – APDS*

Connell Resources, Inc. is fortunate to have partnered and worked with the Town of Johnstown since our inception 73 years ago. Listed below are a few of the recent successful projects in progress and completed in the Town of Johnstown. These projects have provided us a unique knowledge of the City of Loveland's standards, goals, and expectations for project execution. We have also gained more intimate knowledge of neighborhoods, where we understand that going door to door to explain our construction sequencing and schedules is necessary to properly communicate and facilitate the successful execution of the Johnstown Sewer Interceptor – Central Phase One Project.

- Carson Development – Johnstown Plaza - Infrastructure Project
- Mountain View West – Johnstown Recreation Center – Infrastructure Project
- Multiple Waterline and Infrastructure Upgrades at Colorado Sweet Gold Facility

FACTS:

DELIVERY METHOD: APDS

Contract Amount: \$ 3,550,202

Cost At Completion: \$ 3,765,106

Change Order Information:

Additional Scope Required By Owner

Original Schedule: 210 Days

Actual Completion: 180 Days

Project Manager: Dan Giesler

Site Manager: Mike Fisher



PROJECT DESCRIPTION

This project consisted of 2100 feet of 24" Sewer Collection Main through a heavily populated and high traffic area of Loveland. Sewer lay depths ranged from 18'-22'. The installation required the relocation of waterline and storm sewer infrastructure, along with coordinating the relocation of many other utilities (electric, gas and telecommunications). Project required extensive public outreach and highly coordinated traffic and pedestrian control. Project challenges included multiple shoring systems, restricted access and groundwater conditions.



OWNER:

CITY OF LOVELAND

TANNER RANDALL

970-962-3715

ENGINEER:

HDR

STEVE POOL

303-794-1540

FACTS:

DELIVERY METHOD: CM/GC

CONTRACT AMOUNT: \$4,714,932

COST AT COMPLETION: \$ 4,560,490

CHANGE ORDER INFORMATION:

PHASED CONSTRUCTION

ORIGINAL SCHEDULE: APRIL 2017

ACTUAL COMPLETION: APRIL 2017

PROJECT MANAGER: DAN GIESLER

SITE MANAGER: CURTIS ROGERS



**FORT COLLINS,
COLORADO**
NORTHEAST COLLEGE CORRIDOR (NECCO)

PROJECT DESCRIPTION

Installation of storm sewer backbone and ponds for the Northeast College Corridor . The installation required relocation of existing utilities at road crossings. Extensive dewatering was required before installation of the utilities. This project also required relocation of multiple large diameter water and sewer lines.



PROJECT DETAILS

- 1646 LF – 54” RCP
- 2865 LF – Precast Box Culvert
- 1255 CY – Rip Rap
- 2780 LF – 12” Waterline
- 90 LF – Sewer Bypass
- 46 LF – 60” Split Casing on Existing
- 42” DIP Water



OWNER:

CITY OF FORT COLLINS
LINDSAY CHALFANT
970-221-6700

ENGINEER:

AYERS ASSOCIATES
970-223-5556

FACTS:

DELIVERY METHOD: APDS

CONTRACT AMOUNT: \$455,217

COST AT COMPLETION: \$ 451,500

CHANGE ORDER INFORMATION: NA

ORIGINAL SCHEDULE: DEC 2016

ACTUAL COMPLETION: DEC 2016

PROJECT MANAGER: DAN GIESLER

SITE MANAGER: CURTIS ROGERS



FORT COLLINS, COLORADO

TIMBERLINE ROAD SANITARY SEWER

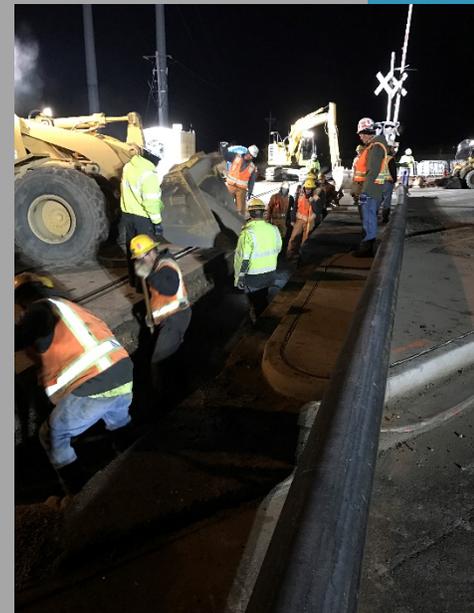
PROJECT DESCRIPTION

This project was completed to increase anticipated sewer flows from the new CSU Stadium. Removed an existing 42" Asbestos Cement pipe and a conflict structure that was built around a now abandoned 8" High Pressure Gas Line in the 1960's. Reinstalled new 48" HOBAS pipe and manholes.



PROJECT DETAILS:

- 70 LF – Removal of 42" Asbestos Cement Pipe
- Bypass 6 MGD flows 24/7 – 2 weeks
- 1400 SF of Beam & Lagging Shoring along Great Western Railroad
- 80 LF of 48" HOBAS
- 2 EA – Box Base Manholes
- Asbestos Handling and Mitigation
- Nightly Road Closures



SUBCONTRACTORS:

- Anderson Drilling
- LTE Environmental

OWNER:

CITY OF FORT COLLINS
UTILITIES
EILEEN DORNFEST

970-817-0426

ENGINEER:

DITESCO
KEITH MEYER
970-988-8605

SAFETY RECORD

At Connell safety is a **CORE VALUE**. We recognize that our employees are our greatest asset and protecting our greatest asset is simply priceless. We focus on safety at every step in the construction process, from preconstruction safety planning, to constantly analyzing our operations, to the continual investment into new technology, we aspire to always work safer.

We **EMPOWER ALL OF OUR EMPLOYEES** with the responsibility of job site safety. All Connell employees have **STOP WORK AUTHORITY**. From our president, to our equipment operators and laborers, everyone has the authority, ability, and obligation to stop work on any of our operations if they believe that an unsafe condition exists. We then work as team to take whatever actions are required to correct these situations.

Our process of creating safety as a core value includes extensive **TRAINING** for all employees. We perform daily and task specific Job Hazard Analysis (JHA), we hold weekly “toolbox” safety meetings on-site with every crew and we hold monthly companywide supervisor safety meetings to discuss incidents that have occurred as well as near-miss incidents. We perform annual in house training on such topics as confined space, trenching and excavation safety, first aid and CPR and all of our employees receive OSHA 10 hour outreach training in construction. We also perform mock training, specific to the on-site conditions to prepare the workers for what they may encounter and how to handle the actual situations.

Not only do we consider our employee’s safety but we also focus on the safety of all of our project’s **STAKEHOLDERS**, including the **PUBLIC’S SAFETY**. We demand that our subcontractors meet our safety requirements. We highly encourage our owner and engineering partners to contribute and be involved in our job site safety planning and execution. We strongly believe in constant communication with neighbors and the traveling public to inform of our operations and changing conditions.

Connell has not had an OSHA safety citation in excess of 5 years.

Year	Manhours	EMOD	TRIR
2019	446,106*	0.75	3.14
2018	519,337	0.86	2.70
2017	510,803	0.87	4.31
2016	559,257	0.75	2.15

* through November 30 2019

SUBCONTRACTORS AND SELF-PERFORMED WORK

CATEGORY OF WORK	SELF-PERFORM OR SUBCONTRACTOR
Potholing	
Environmental Permitting and Compliance	
Storm sewer installation	
Waterline installation	
Sanitary sewer installation	
Trenchless pipe installation (pipe jacking and boring)	Subcontractor
Earthwork (general excavation, grading, topsoil handling)	
Cast-in-Place concrete structures (i.e., headwalls & wingwalls, inlets)	
Asphalt removal	
Asphalt milling	
Asphalt paving and patching	
Fly ash subgrade treatment	Subcontractor
Pavement striping	Subcontractor
Curb and gutter	Subcontractor
Concrete flatwork (i.e., sidewalk, driveways, crosspans)	 Subcontractor
Surveying / construction staking	Subcontractor
Seeding	Subcontractor
Landscaping & irrigation	Subcontractor
Traffic control	Subcontractor

Connell's intent would be to handle subcontractor selection as a team with the goal of bringing on key subcontractors early. Connell is committed to soliciting a minimum of three qualified subcontractor partners for each scope of work listed. The subcontractors we solicit will be those that we have strong relationship with and are confident in their abilities. All subcontractors and their quotes will be evaluated by the project team and subcontractors will be selected based on those who can bring the best value to the project and who are committed to meeting the project goals and expectations.

BONDING COMPANY REFERENCE

Travelers Casualty and Surety Company of America issues Connell's surety bonds through HUB International. Connell Resources, Inc. has done business with Travelers Casualty and Surety Company for over 30 years. Connell has no limit on aggregate bonding capacity and can obtain single project bonds from Travelers in the excess of \$30 million.

HUB International
Christina Townsend, Account Manager
christina.townsend@hubinternational.com
719-884-0723

Please see attached bonding letter from HUB International dated December 5 2019.

INSURANCE COMPANY

Hub International
Lynn Bosman, Account Manager
Lynn.bosman@hubinternational.com

Please see attached insurance letter from HUB International dated December 6 2019.

FINANCIAL STATEMENT

Our **confidential** audited financial statement has been sent under separate cover to Town of Johnstown Town Clerk.

Connell Resources, Inc. banks with Bank of Colorado. Our personal banker is Christopher Burns, Senior Vice President.

Bank of Colorado
1609 E Harmony Road
Fort Collins, CO 80525
Contact: Christopher Burns, Senior Vice President
970-206-1160
Christopher.burns@bankofcolorado.com

Please let us know if you require further information.



December 5, 2019

Town of Johnstown
450 Parish Avenue
Johnstown, CO 80534

Re: Connell Resources, Inc. - Bonding Prequalification
Johnstown Sewer Interceptor(s) – Central Phase One

To Whom It May Concern,

HUB International Insurance Services of Colorado has the privilege of representing Connell Resources, Inc. on all matters regarding surety bonds and risk management. We consider them to be one of the premier contractors in regions throughout Colorado and Wyoming. For decades, Connell Resources has done an outstanding job in establishing a solid organization with an excellent work ethic that performs thoroughly and economically.

Connell Resources, Inc. enjoys an excellent reputation with their peers and the owners, engineers and suppliers with whom they have worked. Underwriting is provided by Travelers Casualty and Surety Company of America, an A++ A.M. Best rated and U.S. Treasury listed Surety Company. Connell Resources has bonding capacity available in excess of \$30,000,000 on an individual project, and due to the reputation and overall track record of the company and its principals, we have not established a formal aggregate bonding limit. This should not be considered a maximum capacity for the company as we would gladly consider larger requests should the opportunity arise. At the present time, there is ample bonding capacity available.

Our position is expressly conditioned upon our favorable review of the contract documents, plans, specifications, and normal underwriting requirements at the time of the request. The arrangement for Performance and Payment Bonds is a matter between Connell Resources, Inc. and Travelers Casualty and Surety Company of America, and neither the surety nor the agent assumes any liability to you or third parties if for any reason said bonds are not written.

We at HUB International are very pleased to count among our customers, Connell Resources, Inc. If you need any further information, please feel free to contact our office.

Sincerely,

A handwritten signature in blue ink that reads 'Tim Blanchard'.

Tim Blanchard
President – HUB International Colorado
Phone: (970) 254-3316



December 6, 2019

Town of Johnstown
450 Parish Avenue
Johnstown CO 80534

RE: Johnstown Sewer Interceptor(s) – Central Phase One
Construction Manager at Risk

To Whom It May Concern:

This letter is to confirm that Connell Resources, Inc. currently has an insurance program with appropriate terms and conditions that will meet the bid requirements per below:

- Does coverage meet minimum project requirements?
 - Yes, Connell Resources can meet all the minimum project requirement limits with primary as well as excess liability limits
- Does coverage include builders risk?
 - Yes, builders risk coverage is available if required
- Can this coverage be extended for work on this project?
 - Yes, coverage will be extended for work on this project
- Can coverage be increased?
 - Yes, coverage can be increased if required
- Can the Town and its consultants be listed as an additional insured?
 - Yes, the Town and its consultants can be listed as additional insured per contract requirements
- Are there any current claims that will affect coverage limits available for this project?
 - No current claims have been reported that will affect coverage limits for this project

A current certificate of insurance is attached. If any additional information is needed, please let me know.

Regards,

A handwritten signature in black ink, appearing to read 'Nikki Mosbrucker', written in a cursive style.

Nikki Mosbrucker, CIC, CISR
SVP, Construction Practice Leader

cc: Connell Resources, Inc.

CONSTRUCTION AGREEMENT

Connell Resources, Inc. has no exception to signing the Town of Johnstown's standard Agreement with 2013 EJCDC documents.

CMAR COSTS AND FEES

Construction Phase Costs		
Total Base Bid Costs	Labor + Burden	Cost
	Equipment	Cost
	Permanent Materials	Cost
	Subcontractors	Cost
Overhead & Markup Costs	Overhead	8%
	Markup	6%
Guaranteed Maximum Price		(Total Base Bid Costs) x Overhead + Markup (14%)

At Connell, our fee is generally broken up in to two segments, **Overhead** and **Markup**.

Overhead is Connell’s rate established to cover the costs associated with our home office operations required to support our field operations. The rate reflects our past costs of operating our home office, however we continually work to refine these costs though efficiency improvements. These costs comprise all of our administrative, accounting and payroll costs required to run our day to day business. Additionally, our overhead covers our vital field support teams such as our health and safety department, environmental compliance group, utility locates compliance, and IT and GPS systems support team.

Markups are developed primarily by evaluating and quantifying project specific risks and attempting to ensure a reasonable profit for the time and effort Connell invests in a project. Project specific risks vary widely from project to project, Connell’s risk assessments are based off such issues as contract language, schedule requirements, environmental or location specific issues, and information deficiencies (unknowns). Earning a reasonable profit is critical to our ability to reinvest into state-of-the-art equipment and technologies, developing sustainable business practices, and developing and growing our most important asset, OUR PEOPLE.

Developing Line Item Costs

Connell develops line item costs through three primary sources of information;

1. Our database of past project costs
 - a. We have cost data on file for hundreds of past projects completed over the past 20 years in Northern Colorado. This cost data contains actual construction costs as well as manhour and equipment hour utilization of every line item.
2. The input and knowledge of our locally based team of experienced estimators, project managers, and field supervisors
 - a. Our team has hundreds of years of experience building civil infrastructure work of all scopes and magnitudes, and in widely varying circumstances and areas of Northern Colorado. We feel our teams experience and input is invaluable in evaluating job costs for projects in this region.
3. The input of our subcontractor and material supplier partners.
 - a. We have developed trusted relationship with experienced subcontractors and suppliers in Northern Colorado, and we frequently tap into the knowledge and experience of these relationships to assist in developing job costs.

Johnstown Sewer Interceptor(s) - Central Phase One
Construction Manager at Risk (CMaR)

Request for Proposals

December 20, 2019



641 Winters Drive • Colorado Springs, CO 80907

719.471.7414

December 20, 2019



Marco Carani
Public Works Director, Town of Johnstown
450 Parish Avenue
Johnstown, CO 80534
Ph: (970) 578-9603
mcarani@townofjohnstown.com

RE: Johnstown Sewer Interceptor(s) – Central Phase One, Construction Manager at Risk (CMaR)
Global Underground Corp Proposal

Dear Mr. Carani:

Global Underground Corp is pleased to offer the following proposal for the Johnstown Sewer Interceptor(s) – Central Phase One, Construction Manager at Risk (CMaR) Request for Proposals.

Global Underground Corp is an industry leader in underground utility construction. We are hopeful that our vast experience in both open cut and trenchless pipeline installations will give you confidence that Global Underground Corp would exceed the expectations of the Town of Johnstown on this project. We have 20 years of experience installing wet utilities including water, sanitary sewer, and storm sewer mains, as well as dry utilities including gas, electric, and communication mains up and down the Front Range. We also have access to an extensive fleet of equipment that will satisfy all of the needs of the Town of Johnstown.

Over the past two years, Global Underground has added significant experience to our open cut staff by bringing on Dennis Brock and Brian Jones (Project Management and Estimating), and Jose Martinez and Gustavo Lagarda-Loya (Field Operations). These individuals each bring decades of experience building significant open cut projects in Colorado, with integrity and dedication. They have also teamed up with our horizontal directional drill (HDD) and auger bore crews to install over 40,000 LF of pipelines in the past 20 months. Many of these projects are detailed in this qualifications package. Global Underground has recently acquired an office in Frederick, CO as a northern hub of operations for our Denver based open cut crew as well as our drill crews who regularly work in the Denver metro area.

Global Underground confirms that our proposal shall be valid for no less than (90) days from December 20, 2019. We also commit to you that we will provide all of our identified resources and expertise to complete your project on time, on budget, with a high degree of quality and most importantly in a safe manner.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Meadows", written over a white background.

Robert Meadows
President
Global Underground Corp



General Company Information

- **Name of Firm:** Global Underground Corp
- **Contact Person for this Proposal:** Dennis Brock, General Manager (719) 208-6672; dbrock@globalug.com
- **Company Address:** 641 Winters Dr, Colorado Springs, CO 80907
- **Previous names of Firm in last 10 years:** None other than Global Underground Corp.
- **Date Firm Established:** March 20, 2000
- **Firm Organized as:** A Colorado Corporation
- **Licenses Held by Firm:** See Exhibit A – Licenses.

Example Projects

1. **Regional Wellhouse Parallel 20” Discharge Pipeline – CMaR**

- **Type of project delivery model used:** Construction Manager at Risk (CMaR)
Global Underground brought value to the design and construction of this project by performing all of the required activities described below in the “Formal Partnering” item. In addition, we provided a separate engineering firm (Lithos Engineering) to assist Burns & McDonnell with HDD specific engineering and analysis.
Global Underground’s full commitment of staff and equipment to the project, allowed all work to be completed within 4 months of the date proposals were submitted to the owner.
- **Owner:** Parker Water & Sanitation District
- **Owner Contact:** Marina Kopytkovskiy, P.E., Project Manager (720) 842-4270; mkopytkovskiy@pwsd.org
- **Engineering Firm:** Burns & McDonnell
- **Engineer Contact:** Chandler Wilson, P.E., Senior Environmental Engineer (303) 362-2311; crwilson@burnsmcd.com
- **Formal partnering:** Global Underground was awarded this CMaR contract through an RFP process. Our contract required the following partnering efforts: Provide design review and consultation, attend weekly progress meetings, attend and support design workshops, offer input towards potential cost savings and value engineering, provide cost estimating and GMP buildups, provide schedule support, provide procurement recommendations, and provide permitting support to the Owner and the Engineer.
- **Original Contract Cost:** \$34,365.21 (Pre-Construction Phase Services only)
- **Cost at Completion:** \$2,238,610.42
 - Change Order No. 1: \$254,591.20 (Long lead item procurement and delivery)
 - Change Order No. 2: \$1,949,654.01 (Construction Phase – GMP \$1,971,314.22 and Global Underground discount toward Pre-Construction Phase Services - \$21,660.21)
- **Project Description:** The Project scope of work included the construction of approximately 1,950 LF of a new 20-inch potable water line from the Parker Water & Sanitation District’s (PWSD) Regional Well House to existing water line infrastructure near the intersection of Parker Road (Highway 83) and Rampart Station Drive. The water line spanned a Riparian Conservation Zone (RCZ) which included a crossing of Cherry Creek. To cross this environmentally sensitive area, a horizontal directional



- drill (HDD) of approximately 1,800 LF was required. Each end of the water line was installed by open cut method and connected to existing water line infrastructure.
- Key subcontractors used on the project were: Centennial Land Surveying (construction staking and as-builts), Era Environmental (environmental permit acquisition and related administration), Lithos Engineering (horizontal directional drill design).
 - **Project History:**
 - RFP Proposals submitted to Parker Water and Sanitation District: 3-5-2019
 - Original Contract Completion Date (Pre-Construction Phase Services only): 4-21-2019
 - Change Order No. 1: Completion Date (Long Lead Item Procurement and Delivery only): 5-30-2019
 - Change Order No. 2: Completion Date (Construction Phase GMP): 7-8-2019
 - Final Issued Certificate of Substantial Completion: 7-8-2019
 - **Unusual factors that affected project delivery:** The Town of Parker (a separate entity from PWSD) delayed issuing permits for the project, ultimately the project was completed on time without contract time extensions being necessary.
 - **Contractor, subcontractor or owner-initiated claims:** None.

2. Colsman Tunnel Rehabilitation

- **Type of project delivery model used:** Design Build
- **Owner:** Southgate Water and Sanitation District
- **Owner Contact:** David Irish, District Manager (303) 779-0261
dirish@southgatedistricts.org
- **Engineering Firm:** Burns & McDonnell
- **Engineer Contact:** Mike Lehrburger, P.E. (303) 474-2264
mlehrburger@burnsmcd.com
- **Formal Partnering:** Global Underground Corp teamed with Garney Construction and Dewberry Engineering on this Design Build Project. The design of the Slip-Line scope was developed through a combined effort of several engineers and Global Underground to determine the best method for pipe installation with limited disruption to surrounding residents and constant sewer flows. This project was one of the largest, if not the largest slip-line installations that has ever been completed in North America. There was no historical data available to utilize for design assistance. The existing host tunnel was inconsistent in size and flows constantly changed therefore estimated pull pressures and buoyancy calculations could not be precisely calculated.
- **Original Contract Cost:** \$2,058,719.00
- **Cost at Completion:** \$2,152,319.50
 - Change Order No. 1 \$93,600.50 (Addition of new work items requested by owner)
- **Project Description:** Global Underground's scope of work included the Slip-line installation of 7,614 LF of 48" IPS SDR 13.5 HDPE pipe through an approximately 7' tall hand built arched tunnel with non-interruptible wastewater flow. The 1.66 million pounds of pipe (When fully fused together) was installed in the tunnel utilizing a 440,000 LB push/pull directional drill machine. Global Underground also completed fusion of the 48" HDPE pipe,



quality control testing for 154 fusion joints and ID and OD de-beaded. The 1.66 million pounds of pipe had to be pulled utilizing a cartridge method and in a single pull. The project was completed while the sewer outfall was in normal operation because there was no secondary diversion available and the sewer flows could not be bypassed.

- **Project History:**
 - Proposal submitted to Garney Construction: 7-20-2018
 - Engineering and development of scope: 8-19-2018 to 12-3-2018
 - Slip-Line Construction: 12-3-2018 to 3-15-2019
 - Global Underground's scope of work was completed within the timeline required by the Owner and Garney Construction.
- **Unusual factors that affected project delivery:** None.
- **Contractor, subcontractor or owner-initiated claims:** None.

3. West Interceptor

- **Type of project delivery model used:** Low Bid / Quasi-Design Build for added waterline work.
- **Project Owner:** Triview Metropolitan District
- **Owner Contact:** James McGrady, District Manager (719) 494-3782; jmcgrady@triviewmetro.com
- **Engineering Firm:** JDS-Hydro Consultants, Inc.
- **Engineer Contact:** Nick Harris, E.I., CWP (719) 227-0072; nharris@jdshydro.com
- **Formal partnering:** Global Underground was awarded this project through a Low Bid process. After award of the initial contract, the District and Engineering Firm partnered with Global Underground to build a Quasi-Design Build waterline immediately next to the originally contracted sanitary sewer pipeline. Global Underground provided design support related to best options for both open cut and trenchless installation of the waterline. We also provided scheduling support to help meet the District's expedited schedule.
- **Original Contract Cost:** \$1,127,595.00
- **Cost at Completion:** \$1,859,060.50
 - Change Order No. 1: \$0.00 (Clarification of original contract language)
 - Change Order No. 2: \$17,234.50 (Original bid item quantity adjustments and addition of new work items requested by Engineer)
 - Change Order No. 3: \$699,231.00 (Added 16"-8" waterline project 4,686 LF in length)
 - Change Order No. 4: \$29,882.00 (Waterline bid item quantity adjustments and addition of new work items requested by Engineer)
 - Change Order No. 5: -\$14,882.00 (Waterline bid item quantity adjustments)
- **Project Description:** The original scope of work on this project included the installation of 8,369 LF of 12" on grade sanitary sewer pipe, 26 EA manholes, a 346 LF 24" Steel Casing Auger Bore under I-25, open cut installation across Jackson Creek Parkway (asphalt pavement), acquisition of required permits, erosion device installation and maintenance, traffic control, and revegetation. Significant portions of the sanitary sewer work was between 20' and 25' deep. Near the end of the project, Triview Metro District made the decision that it was in their best interest to expedite the installation of a proposed waterline to avoid having their new waterline becoming a part of an upcoming Jackson Creek Parkway Widening project. In short, they wanted their infrastructure in place before a large



roadway project involving multiple contractors, multiple governing agencies, and other substantial utility relocations began. This decision led to Global Underground partnering with JDS-Hydro Consultants and the District, to Quasi-Design Build a waterline consisting of 4,686 LF of new pipeline between the sizes of 16" and 8", associated valves, fire hydrants, and a PRV vault, in an existing road corridor using both open cut and HDD boring methods.

- Key subcontractors used on the project were: Centennial Land Surveying (Construction Staking and As-builts), ERA Environmental (Environmental permit acquisition and related administration), and DH Underground, Inc. (Auger Boring).
- **Project History:**
 - Bid submitted to Triview Metropolitan District: 9-6-2018
 - Original Contract Completion Date: 2-28-2019
 - Change Order No. 1 Completion Date: 2-28-2019
 - Change Order No. 2 Completion Date: 2-28-2019
 - Change Order No. 3 Completion Date: 5-10-2019
 - Change Order No. 4 Completion Date: 5-10-2019
 - Change Order No. 5 Completion Date: 5-10-2019
 - Final Issued Certificate of Substantial Completion: 5-2-2019 (8 days ahead of schedule)
- **Unusual factors that affected project delivery:** The addition of the Quasi-Design Build waterline to the original project caused a justifiable extension to the original contract completion date.
- **Contractor, subcontractor or owner-initiated claims:** None.

4. Red Hawk Reuse Pipeline Construction Services

- **Type of project delivery model used:** Low Bid / Quasi-Design Build for added HDD and Auger bore work
- **Owner:** Town of Castle Rock
- **Owner Contact:** Josh Hansen, P.E. (720) 733-6043; jhansen@crgov.com
- **Engineer:** Town of Castle Rock
- **Engineer Contact:** Josh Hansen, P.E. (720) 733-6043; jhansen@crgov.com
- **Formal Partnering:** Global Underground was awarded this project through a Low Bid process. Before award of the initial contract, the Town of Castle Rock approached Global Underground to negotiate the scope and price of the HDD and Auger Bore portions of the project, that were not included in the original Low Bid process. Through a Quasi-Design Build process, Global Underground and the Town of Castle Rock value engineered which portions of the job should be installed by HDD methods to avoid obstacles such as: heavily congested utility corridors, Preble's mouse habitat, and busy roadways. Once the overall project scope was defined, we entered into a contract for both the initial Low Bid scope (open cut) and the Quasi-Design Build scope (HDD and Auger Bores). Global Underground also procured some of the pipe for the project early on to allow the Owner's expedited schedule to be achieved.
- **Original Contract Cost:** \$1,464,930.75
- **Cost at Completion:** \$1,912,041.22
 - Change Order No. 1: \$49,990.50 (Purchase of pipe materials not included in original scope)



- Change Order No. 2: \$501,992.75 (Replacement of original scope open cut work with 2,050 LF of HDD Bore work because of congested utility corridor. Also, Owner addition of 900 LF of open cut pipe and 1,000 LF of HDD Bore pipe not in the original scope.)
- Change Order No. 3: -\$104,872.78 (deduct) (Final quantity adjustments)
- **Project Description:** The originally bid scope of work on this project included the open cut installation of 15,800 LF of 8" waterline pipe, 12 EA CARV vaults, 8 EA fire hydrants, 16 EA valves, and other related items. Through a Quasi – Design Build process, 120 LF of 16" Steel Casing Auger Bore under a BNSF Railroad, and 1,505 LF of horizontal directional drilled 8" waterline pipe was added before contract award to the original scope of the project. When this project was initially bid, there were no engineered plans available for construction. Global Underground partnered with the Town of Castle Rock to Quasi – Design Build the project to determine the best routing of the waterline given available easements and corridors. We also worked together to determine the best areas of the project to use open cut or HDD methods in order to avoid disturbances in environmentally sensitive areas (Preble's mouse habitat). At project completion Global Underground provided surveyed asbuilts to the Town so that they would have record drawings of the actual final pipeline alignment.
One of the unique aspects of this project that was value engineered was the installation of one 2,400 LF HDD Bore that allowed the waterline to be installed through a heavy congested, essentially impassable easement. All HDD and Auger bores completed on the project were self-performed by Global Underground.
- Key subcontractors used on the project were: Centennial Land Surveying (Construction Staking and As-builts), and ERA Environmental (Environmental permit acquisition and related administration).
- **Project History:**
 - Bid submitted to the Town of Castle Rock: 3-11-2019
 - Additional HDD / Auger Bore Negotiations Completed: 3-25-2019
 - Original Contract Completion Date: 7-26-2019
 - Change Order No. 1 Completion Date: 7-26-2019
 - Change Order No. 2 Completion Date: 8-26-2019
 - Change Order No. 3 Completion Date: 11-1-2019
 - Final Issued Certificate of Substantial Completion: 11-1-2019
- **Unusual factors that affected project delivery:** Owner experienced difficulties obtaining the Railroad ROW Permit for the Auger Bore, which delayed some work. Completion dates were extended by Owner to allow adequate time for work to be completed once the Railroad ROW permit was received.
- **Contractor, subcontractor or owner-initiated claims:** None.

5. Garden of the Gods Detention Facility

- **Type of project delivery model used:** Low Bid (Quasi-Design Build, see Formal Partnering below.)
- **Owner:** City of Colorado Springs
- **Owner Contact:** Jabin Bebo, Project Manager (Mortenson) (720) 920-4420; jabin.bebo@mortenson.com



- **Engineering Firm:** Wilson & Company
- **Engineer Contact:** Vance Fossinger, P.E., Project Manager (719) 302-6742; Vancel.Fossinger@Wilsonco.com
- **Formal partnering:** Global Underground assisted Wilson & Company with the final design of the bore as well as determining the revised grout plan.
- **Original Contract Cost:** \$190,290.00
- **Cost at Completion:** \$190,290.00
- **Project Description:** The HDD subcontractor originally awarded this work as part of a Low Bid award was not able to complete the work successfully. Global Underground was recruited to assist with the final design of the bore and complete the bore based on our experience with technical projects. Global installed 691 LF of 8” Certa-Lok PVC pipe for a sewer line at a 2% grade through mixed soils conditions that included clayey sandstone with gravel, cobble, and a large boulder that had to be worked around.
- **Project History:**
 - Bid submitted to Mortenson: 9-6-19
 - Global consulted on design with Wilson: 9-10-19 to 9-27-19
 - HDD Construction: 10-1-19 to 10-15-19
 - Global Underground’s scope of work was completed within the timeline required by the Owner and Mortenson Company.
- **Unusual factors that affected project delivery:** After pipe was installed, the grout plan had to be adjusted due to the nature of the bore and existing ground conditions to ensure that groundwater could not flow freely through the tunnel. No delays to the project schedule occurred because of this factor.
- **Contractor, subcontractor or owner-initiated claims:** None.

Company Resources

- **Resources:** Global Underground employees approximately 70 people.

Project Managers / Estimators	5	Project Engineer	1	Operators	12
Project Coordinators	2	Superintendents	7	Laborers	19
Administration / Clerical	10	Foremen	8	Shop / Mechanics	6

- **Organizational Chart:** See Exhibit B – Project Organizational Chart.
- **Office Location of Project Management for this Project:** 641 Winters Dr, Colorado Springs, CO 80907
- **Equipment:** See Exhibit C – Equipment.

Key Project Staffing

- **Proposed Key Staff:**
 - President: Robert Meadows (10% time allocated to this project or as necessary)
 - Vice President: Robert Powilleit (10% time allocated to this project or as necessary)
 - Project Manager and Estimator: Dennis Brock (duration of project)



- General Superintendent: Jose Martinez – Open Cut (as necessary)
- Project Superintendent: Gustavo Lagarda-Loya – Open Cut (duration of project or as necessary)
- Project Superintendent: Al Luna – Auger Bore (duration of project or as necessary)
- Project Superintendent: Richard Clough – HDD (duration of project or as necessary)
- Project Engineer: Richard Bond (duration of project or as necessary)
- Safety Manager: Ken Scharff (duration of project or as necessary)
- **Resumes:** See Exhibit D – Resumes.
- **References:** See Exhibit E – Reference Letters.

Project Budget and Cost Control

Describe your approach to developing a cost to complete this project. How will this affect your firm's design input?

In order to develop an accurate cost to complete the project, our team will need a relatively certain definition of the scope of work (in the form of plans) including quantities of work, characteristics of the work, and cost of materials, subcontractors, and other items needed to complete the work. This begins by "taking off" available plans to verify quantities, visiting the project in the field to evaluate real world factors, and then structuring a construction estimate showing all aspects of the work in great detail. Most estimate line items will have notes within explaining how the production, quantity, or other factors were calculated. Once the estimate is created, Global's team will hold an internal review to double check the estimate before it is submitted to the owner and engineer for their "open book" review and comment. Once the estimate is completed, we will also begin putting together a construction schedule based of the time allowed for in the estimate.

Global Underground's design input will be independent of our cost development process. We are willing to evaluate prices of varying methods of construction, and will not allow the amount of cost development (estimating) necessary to affect our design input.

Describe your approach to developing value engineering ideas through construction delivery to enhance the work product while potentially saving cost. Describe how being a part of the project during design affects this.

Global Underground enjoys the opportunity to be involved in a project during the early design stages. We feel that this is the best way to openly discuss potential issues of the work with the team, so that minimal time is spent engineering or studying concepts or methods that our experiences tell us are not good ideas. By working as a team at these early stages, many issues can be discussed and evaluated in a very efficient manner, saving time on the entire project. Value Engineering is an important part of this process. The Owner and Engineer can "run through" many "concept" ideas that the contractor can respond to fairly quickly providing real world experiences and ballpark budgets, to assist the group in making "concept" decisions that narrow down the focus of the design process.



Describe your approach to identifying and addressing construction risk in the design phase and as a part of the design team.

Global Underground would like to offer creating a Risk Register that will be developed throughout the design and cost development stages of the project. We performed this task on our PWSD – Regional Wellhouse Parallel 20” Discharge Pipeline – CMAr project. Essentially, we created a chart that identified the following items: Risk Item Description, Likelihood of Risk occurring (scale 1-10), potential impact to project if Risk occurred (Cost / Time / Other), and Response Strategy / Contingency Plan. As we moved forward with the project, the team, led by the owner determined which Risk Register items would be included in the final GMP pricing. The team also agreed that items from the Risk Register included in the final GMP pricing, would only be paid for if the Risk and the related costs actually occurred.

Describe how the delivery schedule outlined in Part D above affects your approach to pricing.

In our opinion, the delivery schedule outlined will not affect our approach to pricing in any negative way. The time period allowed seems adequate for the design and pricing process to occur at a reasonable pace. One note we would like to bring to your attention is as follows: our Preconstruction Work NTE Budget price includes design meetings, once a week, for 6 months, based on the RFP’s description of the anticipated time for Preconstruction Services.

Describe your approach to be transparent or open book when developing a cost for this project in cooperation with the project team.

Global Underground intends on creating a substantially detailed cost estimate with notes within explaining how the productions, quantities, or other factors were calculated. Along with the cost estimate, we will provide material, subcontractor, and other pricing quotes to the owner and engineer for their “open book” review and comment. We intend on being 100% transparent with our cost estimate of the proposed work.

Describe how you view contingency in CMAr delivery.

Global Underground proposes that items from the Risk Register, included in the final GMP pricing, will only be paid for if the Risk and the related costs actually occurs.

Construction Sequence and Scheduling

Describe the scheduling software your firm typically uses for sequencing tasks and scheduling subcontractors, materials, and equipment.

Global Underground uses Microsoft Project to sequence these types of items and tasks.



Describe the way in which your firm develops and maintains project schedules for projects of this size and nature.

On projects of this size and nature, weekly onsite project meetings are common. Typically, Global Underground provides an updated schedule showing work completed and upcoming work for these weekly meetings, and reviews them with the team to advise of any notable changes to the overall schedule. We usually email these updated schedules out the day before each meeting to allow for review by team members.

Describe your process and frequency for updating project schedules and how your firm works to overcome challenges and works to maintain the original completion date.

With regard to process and frequency for updating schedules, please see item immediately above.

Global Underground continuously works to overcome challenges, regardless of whether they are small or large. Our goal is to anticipate problems and address them ahead of time, instead of only being responsive to problems after they occur. Global Underground has a solid track record of finishing projects within the completion dates defined by the owner, as demonstrated by the Example Projects and Reference Letters included in this proposal.

Describe your process and software for managing short term duration schedule (2-3 week look ahead schedules).

Global's Superintendents traditionally provide our Project Manager a 2-3 week look ahead schedule, weekly, that the Project Manger then incorporates into the overall project schedule.

Submit an example of a total and short-term project schedule for a similar size project.

See Exhibit F - EXAMPLE - Long Term Schedule

See Exhibit G - EXAMPLE - Short Term Schedule

Quality Assurance / Quality Control

Provide details on your firm's quality control program. Explain how your team administers a quality control program during construction, how performance measures are documented and how quality issues are addressed.

The RFP documents indicate that a third party will provide Geotechnical and Materials Testing for the project. Global Underground expects to be a partner in this process and will provide safe, unrestricted access for this testing. In addition, we anticipated being responsible for CCTV video inspection and pressure testing of the new sewer pipe, and vacuum testing of all new



manholes installed. All test results will be formally submitted to the owner's representative soon after they are available.

Global Underground also acknowledges that we will be responsible for maintaining environmental qualities on the project by installing and maintaining erosion control devices to control sediment runoff from the project. ERA Environmental assists us with all required inspections and permit documentation requirements associated with environmental permits.

Finally, if any Global Underground personnel becomes aware of any negative quality issues on the project, they will directly report such findings to the owner's representative, and take immediate action to resolve the quality issue in an acceptable manner.

Provide examples of when your firm exceeded quality standards, gained industry recognition or received quality awards.

See Exhibit H – Trenchless Technology Article for 2019 Project of the Year Runner-Up

See Exhibit I – (Colorado Springs Utilities) Industry Recognition of quality of work

See Exhibit J – (JDS Hydro Consultants) Industry Recognition of quality of work

Alternative Project Delivery Experience

Describe any projects completed by your firm where Alternative Project Delivery was formally implemented. Identify whether the Project was GMP, Cost Plus, or other.

PWSD – Regional Wellhouse Parallel 20" Discharge Pipeline – CMaR (GMP Project)

SWSD – Colman Tunnel Rehabilitation – Design Build (GMP Project)

Provide a listing of key staff who participated in these projects and their roles.

All staff listed in the "Key Project Staffing" section of this proposal participated in these 2 projects, in the role indicated in the "Key Project Staffing" section, with the exception of Al Luna (Auger Bore Superintendent).

Based on the brief project description describe how your firm can assist the design process.

Global Underground Corp's management and crews are made up of some of the most experienced and talented individuals in the construction industry. Given the project description provided, our open cut, horizontal directional drill, and auger bore crews are without doubt the most versatile and capable individuals available to help advise your team on design and then build this project out to its completion. Our management staff and crew leaders regularly advise and provide budget information to engineers and owners throughout the Rocky Mountain area on both open cut and trenchless methods of construction. We do this because our experiences



with these methods of construction is very unique and not many engineers or owners experience projects of this type on a regular basis.

Not only do we perform trenchless methods of construction on a daily basis, but we also understand and are able to advise on situations when trenchless methods may not be appropriate. Variables such as soil conditions, depth of cover, and grade requirements are significant factors in determining the best method to use.

Describe in detail what Partnering means to your firm.

Global Underground Corp believes that relationships are everything. We would like to think that examples of the solid relationships (partners) we have established are displayed in the Reference

Letters attached to this proposal. Although we have limited examples of “formally implemented” Alternative Delivery Projects, roughly 50% of the work we perform is on projects we to some degree assisted with the design on. Approximately 20% of the cost estimates we provide are to customers planning for trenchless projects 1-2 years down the road. They want to make sure they have appropriate money allocated for the projects and they know Global Underground has more experience with these methods of construction than practically anyone.

To us, partnering means everyone succeeds as a team. Including the owner, engineer, contractor, and most importantly the customers / owners of the utility.

Identify how the final cost compared to the final Pre-Construction Cost Estimate, and any clarification on major deviations, either increases or decreases.

Global Underground directs you to the information provided in the “Example Projects” section of this proposal for detailed information related to project costs.

Safety Record

- **Experience Modification Rate (EMR):** 1.0
- **Safety Record:** See Exhibit K – Safety Record.

Trade Subcontractors

Centennial Land Surveying – Construction staking and asbuilts

Global Underground has worked with Centennial Land Surveying for the last two years. They have completed construction staking, asbuilts surveys, and legal survey documentation related to easement acquisitions on at least 10 different projects for us



during this time. Their performance has always been excellent, and they have never failed to meet our expectations or our deadlines.

Centennial Land Surveying worked on the following projects detailed in this proposal, which all had expedited schedules:

- PWSD - Regional Wellhouse Parallel 20" Discharge Pipeline – CMar
- TMD – West Interceptor - Quasi - Design Build
- TOCR – Red Hawk Reuse Pipeline Construction Services – Quasi – Design Build

ERA Environmental – Environmental permit acquisition and related administration

ERA Environmental has worked with Global Underground personnel for the last 8 years on dozens of projects. They have an excellent understanding of environmental permitting requirements such as Storm Water Discharges / Erosion Control, and Dewatering Discharges / Water Quality. They are also extremely responsible and diligent with developing required permit plans of action, performing regular project inspections, sampling of water quality, and maintaining all necessary documentation. We fully rely on ERA to keep our projects in compliance with related permits, and they have never let us down.

ERA Environmental worked on the following projects detailed in this proposal, which all had expedited schedules:

- PWSD - Regional Wellhouse Parallel 20" Discharge Pipeline – CMar
- TMD – West Interceptor - Quasi - Design Build
- TOCR – Red Hawk Reuse Pipeline Construction Services – Quasi – Design Build

DH Underground, Inc. – Auger Boring

DH Underground, Inc. and Global Underground Corp often work as a team to schedule our Auger Bore crews, to make sure we meet the needs and schedules of our clients. Although DH Underground is a separate company from Global Underground, our teaming efforts essentially allow us back up crews to our Global Underground Auger Bore crews if the need arises. Our working relationship has been in place for the past 11 years.

DH Underground, Inc. worked in the following project detailed in this proposal, which had an expedited schedule:

- TMD – West Interceptor - Quasi - Design Build



Financial Statement

- **Banking Reference:**
 - **Contact:** Brian Homme, ENT Credit Union
 - **Phone Number:** (719) 550-6954
 - **Email:** BHomme@ent.com
 - **Address:** P.O. Box 15819, Colorado Springs, CO 80935
- **Financial Statement:** See separate sealed envelope.

Bonding Company Reference

- **Bonding Reference:**
 - **Contact:** Tim Blanchard, HUB International
 - **Phone Number:** (970) 254-3316
 - **Email:** timothy.blanchard@hubinternational.com
 - **Address:** 1125 7th St, Suite 900, Denver, CO 80202
- **Bond Letter:** See Exhibit L – Bond Letter.

Insurance Company

- **Firm's Insurance:**
 - **Company:** HUB International
 - **Contact:** Lynn Bosman – (303) 252-3762
 - **Address:** 2000 S Colorado Blvd, Tower 2, Suite 150, Denver, CO 80222
- **Certificate of Insurance:** See Exhibit M – Sample Certificates of Insurance.
- **Insurance Questions:**
 - **Does coverage meet minimum requirements?** Current insurance coverages do not meet the coverages listed in the table on page 9.
 - **Does coverage include Builder's Risk?** Current insurance coverages do not meet the coverages listed in the table on page 9.
 - **Can this coverage be extended to work on this project?** Yes, coverage can be extended to cover work on the Johnstown Sewer Interceptor(s) – Central Phase One.
 - **Can coverage be increased?** Yes, increased coverage and additional policies can be added.
See Note concerning insurance coverages and related costs in Exhibit M, Fee Development.
 - **Can the Town and its consultants be listed as Additional Insured?** Yes, the Town and its consultants will be listed as an additional insured and the Town will be listed as the certificate holder.
 - **Are there any current claims that will affect coverage limits available on this project?** No, Global Underground has not and it does not currently have any pending claims that would potentially affect coverage limits available for this project.



CMAr Costs and Fee

- **Fee Development** – See Exhibit N.
- **Construction Cost Factors** – See Exhibit O.
- **Preconstruction Phase Cost Factors** – See Exhibit P.
- **Preconstruction Phase Cost NTE Budget** – See Exhibit Q.





Exhibit A: Licenses

Entity	License Type	License Number
California, State of	C-34 Pipeline	943729
Adams County	N/A	N/A
Arapahoe County	N/A	N/A
Arvada, City of	MC-S12	AEC990
Aurora, City of	General Business/Retail Sellers	136766
Aurora, City of	Contractor	2018 1556873 00 CL
Aurora, City of	Supervisor	2018 1467102 00 SL
Brighton, City of	Contractor's License -Class D/E	CL-08093
Broomfield, City and County	Contractor's License - Class C	OL-18-11516
Canon City, City of	Contractor's License - Class Excavation	11-000824
Castle Rock, Town of	Contractor License (Single Trade)	17-2376
Centennial, City of	Contractor Business License	CEN-11-05593
Centennial, City of	Excavation License	CL-000142-2018
Colorado Springs, City of	Excavation	704997
Colorado Springs, City of	Concrete	724536
Commerce City	(C) ROW	4113
Denver, City & County of	ROW-Excavator	LIC245164
El Paso County	N/A	N/A
Erie, Town of	CL-Excavator	EXC-000332-2015
Estes Park, Town of	Business License	1134
Fort Collins, City of	ROW - Contractors License	BMISC190061
Fountain, City of	Business License	BUS19-00083
Golden, City Of	Contractor License	8108
Green Mountain Falls, Town of	Business License	2019-0037
Lafayette, City of	Contractors License - Special Contractor	SPC9703621
Lakewood, City of	Municipal License	18682
Longmont, City of	Contractors License - Class D20-Specialty	D20002381
Louisville, City of	Contractors License - Class D	LSVL-000398-2016
Manitou Springs, City of	Business License	2206
Mead, Town of	Business License	2106136
Monument, Town of	Business License	1475
Pueblo, City of	D15- Excavation - Earthwork	4256
Teller County	Contractors License - Class EX Full	4239EX
Trinidad, City of	Contractors License - Class D Excavation	LIC2019-21
Westminster, City of	D - Public Way Contractor	130531036
Wheat Ridge, City of	Municipal Contractors License - Class A/B	525
Woodland Park, City of	Business License	4893.1
New Mexico, State of	Contractors License - GS08	362516
North Dakota, State of	Contractors License	57253
Texas, State of	Registered Business	N/A
Utah, State of	Registered Business	N/A
Wyoming, State of	Registered Business	N/A
Sheridan, City of	Utility Contractor License	20101648
Cheyenne, City of	Class D Earthwork with Supervisor	CT-17-35873/ CT-17-- 35874



**Exhibit B:
Organizational Chart**

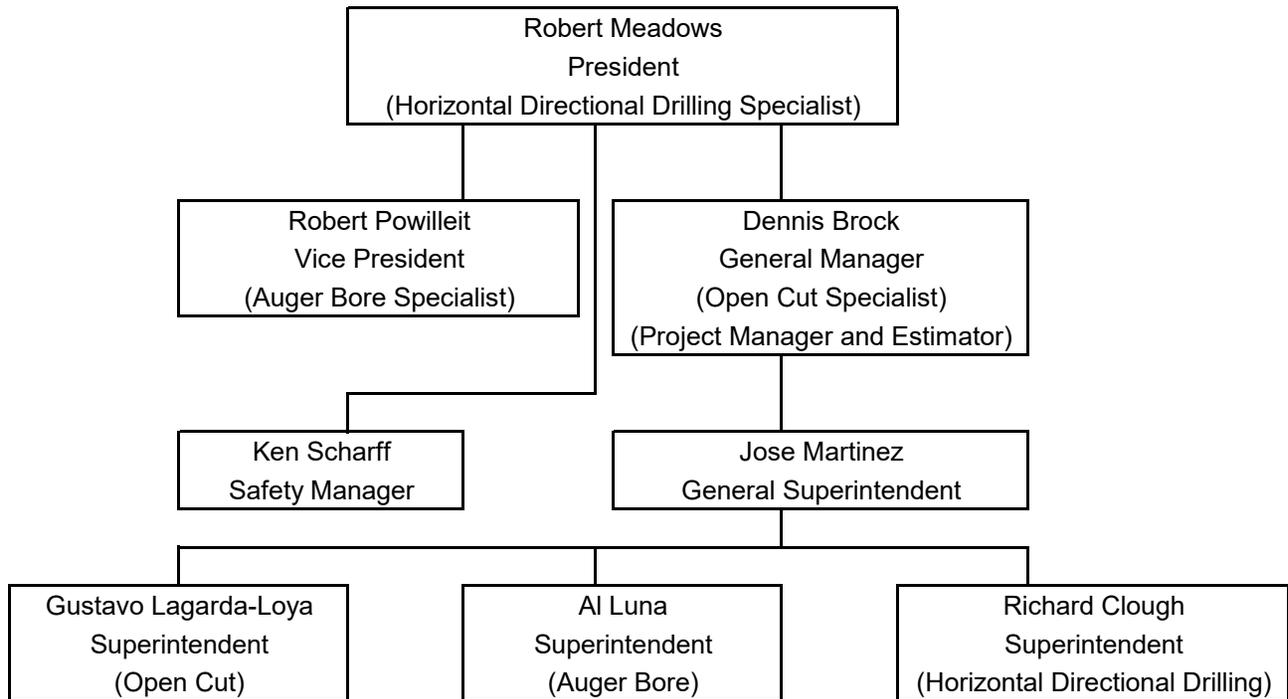




Exhibit C: Equipment

Horizontal Directional Drills

Number	Type	Pull Back	Torque
1	American Auger DD6	60,000 lbs.	10,000 ft. lbs.
1	American Auger DD8	80,000 lbs.	13,600 ft. lbs.
1	American Auger DD110	110,000 lbs.	15,000 ft. lbs.
1	American Auger DD440T	440,000 lbs.	80,000 ft. lbs.
1	Ditch Witch 3020AT	30,000 lbs.	4,000 ft. lbs.
1	Vermeer 7X11	7,800 lbs.	1,100 ft. lbs.
1	Vermeer 20X22	20,000 lbs	2,200 ft. lbs.
2	Vermeer 36 X 50 Navigator	38,000 lbs.	5,000 ft. lbs.
1	Vermeer 40X55	40,000 lbs.	5,500 ft. lbs.

Hydro Vac Trucks

Number	Type	Capacity	
4	Vermeer Ring-O-Matic	550 Gallons	
2	Ring-O-Matic Jet Vacs	500 Gallons	
2	Ring-O-Matic 750 Vacs	750 Gallons	
1	Vacmaster	800 Gallons	
1	Vactor HXX	1,200 Gallons	Water System 3000 PSI

Support Equipment Mixing System

Number	Type	Capacity	
1	Vermeer ST500 Mixing System	500 Gallons	
2	Surface to Surface 1500 Mixing System	750 Gallons	2 Tanks Each
1	Baroid M750 Mixing System	750 Gallons	
1	Baroid M1500 Mixing System	1,500 Gallons	

Support Equipment Recycler

Number	Type	Capacity	
1	Vermeer R9X12T Reclaimer	8,361 Gallons	3 Tanks Total
1	Tulsa Rig Iron MCS 425 Recycler	4,900 Gallon	3 Compartment Tank
1	Mud Tech MCT450	2,400 Gallons	
1	American Auger MCM2000 Mud Unit	1,380 Gallons	

Auger Bore Equipment

1	36/600 Auger Bore Machine		
1	48-900 Auger Bore Machine		
1	Welding Truck		
1	250 Amp Welder		



Support Equipment

Number	Type	Capacity	
1	Tulsa Rig Iron TT660 Triplex Mud Pump	881 / 975psi	Output Gallons per Minute/ Pressure PSI
1	Deckhand		
1	Tonghand		
3	80 BBL Vac Trucks	3,360 Gallons	
1	Water Truck	3,000 Gallons	
2	Roller Compactor Attachment		
2	Shaker Head Attachment		
1	Pneumatic Hammer Attachment		
1	Various Sizes of Trench Shoring		
1	Steel Plates		
2	Street Sweeper Attachments		
2	Skylift Forklifts		

Support Trucks

Number	Type		
1	Heavy Haul Truck & Lowboy		
2	Tandem Axel Dump Trucks		
1	Service/Mechanic Truck		

Excavation Equipment

Number	Type	Operating Weight	
3	John Deere 410 K Loader Backhoe	16,391 lbs.	
1	John Deere 210 G Excavator	49,139 lbs.	
1	John Deere 225 C Excavator	53,440 lbs.	
1	John Deere 245 G Excavator	32,819 lbs.	
1	CAT 335F L Hydraulic Excavator	80,000 lbs.	
1	Komatsu 360 LC Excavator	80,547 lbs.	
1	John Deere 320 E Skidsteer	2,190 lbs.	
1	Case 440 CT Skidsteer	8,915 lbs.	
1	Case 60XT Skidsteer	6,565 lbs.	
1	John Deere 524K Front End Loader	27,928 lbs.	

Exhibit D: Resumes



Areas of Expertise

- Business Management
- Project/Program Management
- Design-Build Management
- Utility Installation and Repair
- Employee Hiring
- Sales and Marketing
- Estimating
- Value Engineering
- Water and Wastewater Construction
- Job Cost Accounting
- Budget Analysis and Management
- Quality Control/Quality Assurance
- Subcontractor Management
- Scheduling/Workload Allocation

Years of Experience

- 31 Years Construction
- 20 Years with Global Underground

Education/Training

- LaVeta High School, 1986
- Pikes Peak Community College, 1995

Other Job-Related Information

- FPVC & HDPE Fusion Certified
- Microsoft Office
- NUCA
- Vistage International
- Competent Person & Confined Space Certified
- OSHA 30

Robert Meadows

President

Profile

Mr. Meadows has over 31 years of experience in the construction industry with 25 years specializing in all aspects of underground utility construction. He has extensive knowledge of project management and business development which will make him an asset for this contract. Mr. Meadows will ensure that all personnel are properly trained and have the necessary equipment available to accomplish each project safely, efficiently and effectively.

Representative Experience

Global Underground Corporation

President / CEO (1999-Present)

Mr. Meadows is the President of Global Underground Corporation. He is responsible for overseeing all aspects of the company including project management, maintaining customer and client relations.

Representative projects:

- Southgate Water & Sanitation – Colman Tunnel – Design Build – Greenwood Village, CO
- Parker Water and Sanitation District – Regional Wellhouse Parallel 20” Discharge Pipeline – CMaR – Parker, CO
- Xcel Energy-West Main-Boulder, CO- Directional bore and installed 47,900 LF of multiple 16” steel high pressure gas mains for Xcel energy trough the cities of Ft Collins, Berthoud, and Boulder County at depths up to 75’. Soil conditions varied from sand, gravel, cobble, shale and up 16,000 psi granite.
- City of Abilene Texas – Drought Strategy Transmission System- Abilene, Texas – 3,400 feet HDD boring of 36” HDPE water main. Soil conditions varied from shale, sandstone, lime stone and solid formations.
- Colorado Springs Utilities – Patty Jewitt 24” HDPE Water Main Realignment – Colorado Springs, CO – 1,250 feet HDD boring of 24” HDPE water main under Patty Jewitt Golf Course’s driving range, tee box and green. The soil conditions ranged from fractured ground to sugar sand.
- Bureau of Reclamation – Navajo Nation Municipal Pipeline – New Mexico – HDD boring to accommodate 24” HDPE Pipe. 1st Bore of 3600’ running under the Nenahnezad Hill at a depth of 118 feet. 2nd and 3rd bore of 1,100’ each running across the San Juan river. Soils conditions varied from cobbles, boulders, sandstone and fractured rock
- Hundreds of other HDD projects up to 48” diameter and lengths up to 5,200 feet installing water, sewer, natural gas, petroleum, electric and communication utilities in all ground conditions including solid rock, cobble, shale, gravel, clay and sand.



Areas of Expertise

- Operations
- Estimating
- Project Management
- Employee Hiring
- Value Engineering
- Heavy Equipment Operation
- Field Coordination/Supervision
- Scheduling and Manpower
- Subcontractor Coordination
- Utility Installation and Repair
- Wet and Dry Utilities
- Quality Control/Quality Assurance

Years of Experience

- 21 Years Construction
- 18 Years with Global Underground

Education/Training

- Air Academy High School

Professional Societies

- Rocky Mountain Chapter of North American Society for Trenchless Technology (RMNASTT)
- National Utility Contractors Association (NUCA)

Other Job-Related Information

- OSHA 10
- Polyethylene Fusion Certified
- 1st Aid and CPR
- Class A Commercial Driver License
- Heavy Equipment: Directional Drills, Excavators, Backhoes, Loaders, Compactors, Plows.

Software

- Microsoft Office, Word, Excel & outlook
- Foundation
- B2W

Robert Powilleit

Vice President

Profile

Mr. Powilleit has over 20 years of experience in the construction industry with ten years in field experience and ten years of experience in project management, estimating and operations. He has extensive knowledge of underground utility construction both from the field and the office. Mr. Powilleit's experience & general knowledge allow him to grow the business by expanding Global Underground's clientele base and being an effective leader.

Representative Experience

Global Underground Corporation

Field, Project Manager, Estimator & Vice President (2001-Present)

Mr. Powilleit is the Chief Operating Officer and is responsible for overseeing all aspects of proposed work from initial estimate, to schedule, customer satisfaction.

- Garden of the Gods Detention Mitigation Facility – Colorado Springs, CO
- Hwy 85 Pipeline Crossing at Well S-7 – Security, CO – 150' auger bore to install 20" steel casing across Hwy 85.
- Longmont Contractor Storage – Longmont, CO – 149' auger bore to install 16" steel casing across Hwy 119. Project included installing fire hydrants and gate valves as well as pumping ground water.
- Manitou 30" Raw Water Bore – Manitou Springs, CO – Design Build – 230' of 42" steel casing bored through rock crossing Fountain Creek and Manitou Avenue. Project included dewatering and a 28' deep pit.
- Butts Runway Improvement Project – Fort Carson, CO – 260' tunnel boring (TBM) of 60" RCP across an airfield runway.
- Phase 4 – Water Main Replacement – Fort Carson, CO – 3000' HDD boring with 500' open cut excavation to remove and replace 3500' of 8" HDPE water main. Project included replacing five fire hydrants, installing five wash racks and performing four lateral tie-ins to existing asbestos concrete line.
- 21st Street Water Line Project – Colorado Springs, CO – 1800' directional bore for 12" DIPS DR 9 HDPE with open excavation, 1500' pipe bursting for 20" HDPE install, tie-ins to existing main, high lining, and fire hydrant install.
- Chevron-Chevron Questa Mine-Questa, New Mexico- 1,300' HDD boring of 30" HDPE across the eastern channel division. Soil conditions varied from clay, cobble, boulders and solid formations.
- City of Abilene Texas-Drought Strategy Transmission System- Abilene, Texas- 3,400' HDD boring of 36" HDPE water main. Depths up to 65' under Hubbard Creek Lake. Soil conditions varied from shale, sandstone, and lime stone.



Areas of Expertise

- Project Estimating
- Project Management
- Project Budgeting and Scheduling

Years of Experience

- 23 Years in Construction Project Management and Estimating
- Joined Global Underground in 2018

Education/Training

- Kansas State University, Manhattan, KS, Bachelor of Science in Agriculture, May 1995

Other Job-Related Information

- DBIA Design-Build Conference
- Stormwater Management Erosion Control Seminar
- Bid 2 Win Estimating Software Training
- Permit Required Confined Space Training
- Fall Protection and Fall Arrests

Dennis Brock

General Manager, Estimator, Project Manager

Profile

Mr. Brock has over 25 years of project management and estimating experience in the construction industry. He is experienced in working with management to determine interests in upcoming projects, equipment needs and coordination of major purchases. At Global Underground, he is directly responsible for all project estimates. In addition, he oversees all day-to-day activities associated with active projects including overall project budgets and schedules, and is heavily involved in coordinating between field staff and project owners.

Representative Experience

Global Underground Corp. – 2018 to Present - Estimator/Project Manager

Beers and Brock Construction – 2014 to 2018 – Vice President, Estimator, Project Manager

Wildcat Construction Co., Inc. – 1995 to 2014 – Vice President, Estimator, Project Manager

Pipeline Projects:

- Southgate Water and Sanitation District / Colsman Tunnel / Design Build
- Parker Water and Sanitation District / Regional Wellhouse Parallel 20” Discharge Pipeline / CMaR
- Town of Castle Rock / Red Hawk Reuse Pipeline Construction Services / Quasi-Design Build
- Town of Monument / West Interceptor / Quasi-Design Build
- Town of Castle Rock / Lanterns Wells Raw Waterline (Phase 2)
- Colorado Springs Utilities / Cheyenne Creek Sanitary Sewer Improvements
- Town of Castle Rock / Caprice Waterlines Project
- Town of Castle Rock / Castle Pines Metro District Interconnect
- Colorado Springs Utilities / Sleepy Hollow Circle North - Raindrop Water Main Replacement Project
- Colorado Springs Utilities / Fountain and Circle Water Main Replacement Project
- Colorado Springs Utilities / Rockrimmon Blvd Water Main Replacement Project
- Colorado Springs Utilities / 21st Street and Busch Ave Water Main Replacement Project
- Colorado Springs Utilities / Old Broadmoor Water Main Replacement Project

** Additional Projects Available Upon Request**



Areas of Expertise

- Scheduling & Manpower
- Contract Compliance
- Vendor Relations
- Site & Field Supervision
- Quality Assurance/Quality Control
- Wet & Dry Utilities
- Workload Allocation
- Utility Installation and Repair
- Safety & Compliance
- Heavy Equipment Operation

Years of Experience

- 30 Years in Heavy Utility Construction
- Joined Global Underground in 2018

Education/Training

- OSHA Competent Person Trained

Other Job-Related Information

- Confined Space Entry Certified
- CPR / First Aid Certified
- Member of Colorado Contractors Association

Jose Martinez

General Superintendent

Profile

Mr. Martinez has over 30 years of experience in the construction industry specializing in all aspects of underground utility construction. He has extensive knowledge of RCP, HDPE, PVC, DIP and Steel Pipe ranging in size from 4" to 80"+ and additional field skills in shoring, maintaining a safe working environment and dewatering; skills which make him an important asset for this contract.

Representative Experience

Global Underground Corp – 2018 to Present – General Superintendent

- Parker Water and Sanitation District / Regional Wellhouse Parallel 20" Discharge Pipeline / CMaR
- Town of Castle Rock / Red Hawk Reuse Pipeline Construction Services / Quasi-Design Build
- Town of Monument / West Interceptor / Quasi-Design Build
- Town of Castle Rock / Lanterns Wells Raw Waterline (Phase 2)

Reynolds Construction – 2010-2018 - Superintendent

- WRCP Canyon Hess WISE Infrastructure Project – Parker, CO. Project includes the installation of 19,000' of 36" Steel Pipe for potable water to complete the connection from the Town of Castle Rock to a new treatment facility, and exceeded 27,000' of 8" – 20" raw waterline to complete the interconnection of existing well facilities. Completed – May, 2018 for Parker Water and Sanitation District.
- Ridgegate Line / Reuter-Hess WISE Infrastructure Project – Parker, CO. Project includes approximately 4.5 miles of 42" Steel potable water pipeline with an average bury depth of 12.46', multiple trenchless roadway crossings, flow control structures and improvements to the Rueter-Hess purification facility. Completed – November 2017 for Parker Water and Sanitation District.
- Highline Transmission Main Phase 2 – Colorado Springs, CO. Project includes the installation of 12,469' of 24" and 30" Steel Pipe; cement lined and polyurethane coated. Completed - November 2015 for Colorado Springs Utilities.
- Highline Transmission Main Phase 1 – Colorado Springs, CO. Project includes the installation of 12,447' of 30", 36" and 42" Steel Pipe; cement lined and polyurethane coated. Completed – January 2015 for Colorado Springs Utilities.

** Additional Projects Available Upon Request**



Gustavo Lagarda-Loya

Superintendent

Profile

Mr. Lagarda-Loya has 20 years of construction experience. He is skilled in utilizing open cut excavation to install underground utilities. His extensive background includes experience with DIP, PVC, HDPE, and steel pipe in sizes ranging from 8" to 84". Mr. Lagarda-Loya has a proven record of excellent work performance and professionalism.

Representative Experience

Global Underground Corp. – 10/2018 to Present – Superintendent

- Parker Water and Sanitation District / Regional Wellhouse Parallel 20" Discharge Pipeline / CMaR
- Town of Castle Rock / Red Hawk Reuse Pipeline Construction Services / Quasi-Design Build
- Town of Monument / West Interceptor / Quasi-Design Build
- Town of Castle Rock / Lanterns Wells Raw Waterline (Phase 2)

Reynolds Construction – 2017 to 2018 – Superintendent

- City of Aurora - Rampart Phase 3 - Replaced 24 different structures from manholes to ARV structures
- City of Aurora - Tollgate Structures Replacement - Repaired/replaced six different structures and two manhole structures
- City of Aurora - Barenmore Phase 6 - Installed twin 24" by 18" oval storm pipe under existing gas and fiber utilities
- Denver Water - Project Superintendent for Conduit 16 - In charge of all personnel as well as subcontractor work related to the installation of five 104" tunnels and 8500 feet of 84" steel pipe
- Denver Water - Emergency repair of Conduit 303 (36" steel pipe) following damage from a direct bore machine

Layne Heavy Civil, Inc. – 2010 to 2017 – Foreman

- SDS-3 – Colorado Springs Utilities - Worked as backfill crew to clean-up tie-ins on 66" steel pipe
- SDS-N1A-N2C – Colorado Springs Utilities - Installed air vac structures, managed welders, installed grounding mats
- City of Loveland - Replaced damaged 36" and 21" DIP for new 48" steel pipe on treatment plant
- Colorado Springs Utilities - Highline Transmission Phase 2
- City Of Aurora - Sable City Storm Improvements - Superintendent in charge of personnel and subs - installed new 108" storm pipe and pedestrian tunnel under roadway including all road improvements for this project

Proto Construction – 1998 to 2009 – Short Crew Foreman

Areas of Expertise

- Field Supervision
- Pipe Installation and Construction
- General Construction
- Utility Installation & Repair
- Creative Problem Solving
- Quality Assurance

Years of Experience

- 20 Years of Experience in Construction
- Joined Global Underground in 2018

Education/Training

- Trench Safety

Other Job-Related Information

- OSHA 30 Training
- OSHA 10 Training
- CPR / First Aid Training

** Additional Projects Available Upon Request**



Areas of Expertise

- Field Supervision
- Quality Assurance
- Safety & Compliance
- Utility Installations & Repair
- General Construction

Years of Experience

- 40 Years in Construction
- Joined Global Underground in 2019

Education/Training

- Michigan State University, Horizontal Directional Drilling and Inspector School

Other Job-Related Information

- Confined Space Training
- OSHA 30 Certified
- Hazardous Waste Site Safety
- Qualified Welder

Al Luna

Superintendent

Profile

Mr. Luna has over 40 years of experience in construction, with 22 years of Superintendent experience. He is skilled in managing day to day jobsite operations and ensuring a safe and successful installation utilizing auger boring.

Representative Experience

Global Underground Corp. – 2019 to Present – Superintendent

Brannon Construction – 2008 to 2019 – Superintendent

RKL Construction Corp – 1997 to 2008 – Superintendent

On Grade Auger Bore Projects:

- Iron Woman / Denver, CO / 230' of 60" steel casing (2018)
- Ground Works Development / Aurora, CO / 110' of 42" steel casing (2018)
- Whitaker Construction / Bluffdale, UT / 370' of 60" steel casing (2017)
- Gerrard Excavating / Johnstown, CO / 250' of 42" steel casing (2017)
- HEI Civil / Adams County / 74' of 102" steel casing (2017)
- Connell Resources / Loveland, CO / 120' of 24" steel casing (2017)
- American Civil / Estes Park, CO / 100' & 80' of 60" steel casing (2017)
- Kiewit Construction / Monument, CO / 212' of 42" steel casing, 604' of 36" steel casing over 4 bores (2014)

** Additional Projects Available Upon Request**



Areas of Expertise

- Project and Program Management
- Design-Build
- Mud Programs
- Utility Installation and Repair
- Job Cost Accounting
- Drilling Techniques
- Tooling Design and Build
- Water and Wastewater Construction
- Quality Control / Quality Assurance
- Subcontractor Management
- Scheduling / Workload Allocation
- Drill and Locator Training

Years of Experience

- 19 Years Drilling
- 23 Years Certified Technician

Education/Training

- Orewa College, NZ ~ 1995
- UniTec, NZ ~ 1998
- Rigger Training

Other Job-Related Information

- Mi Swaco Mud School
- Baroid Mud School
- Ditch Witch Training
- Ditch Witch Bore Support
- Site Safe Supervisor

Richard Clough

Superintendent

Profile

Mr. Clough has over 19 years of experience in the drilling industry and 23 years' experience as a certified technician. He has an in-depth knowledge of drilling procedures and techniques specializing in the HDD field and also the construction of prototype tooling. Richard has successfully completed various technically challenging jobs requiring a high standard of precision and safety.

Representative Experience

Global Underground Corporation ~ Colorado Springs, Colorado

Project Manager / Superintendent (2017-Present)

Representative projects:

- Regional Wellhouse Parallel 20" Discharge Pipeline – CMAA
- Colman Tunnel – Design Build
- Red Hawk Reuse Waterline
- River Run Ranch RV Resort – Directional bore and installation of 540 LF of 12" HDPE water line across a wetland through rocky ground conditions.
- Golden 2019 Utility Replacement – Directional bore and installation of 655 LF of 2" HDPE water line at the CSM Campus.
- Ravenna Phase II Water Connection – Directional bore and install one 12" fusible PVC waterline in three separate bores with footages totaling 1,557' at the Ravenna subdivision in Littleton.
- Mirabelle District Service Project – Phase 3 - Directional bore and installation of one 16" FPVC water line 2,233 LF in a single pull under a wetland area reaching depths in excess of 100 feet.
- Little Dry Creek Interceptor – Directional bore and installation of 328 LF of 6" FPVC water line across drainage areas in two locations and 303 LF of 12" FPVC was directionally bored and installed across a concrete box culvert.
- Oak St Townhomes – Directional bore and installation 234 LF of 8" FPVC water line across Lakewood Gulch with an elevation change of approximately 30 feet.
- Harvard Road & Winchester Cir – Directional bore and installation of one 12" FPVC water line through an environmentally protected area.
- 88th & Zuni – Pipe bursted an 8" cast iron pipe with a new 10" FPVC pipe for approximately 2,010 LF. Directional bore and install approximately 660 LF of 10" FPVC.



Areas of Expertise

- Construction Safety
- Loss Control Management
- OSHA Regulation and Construction Standards
- Job Site Safety Inspections
- Safety Training

Years of Experience

- 24 Years in Construction Safety
- Joined Global Underground in 2017

Education/Training

- Pikes Peak Community College, Colorado Springs, CO – Risk and Safety Management
- University of Utah - Advanced Industrial Hygiene Management & Monitoring
- University of Utah – Safety Program Development and Management

Other Job-Related Information

- OSHA Certified Outreach Trainer (OSHA 500)
- Construction Safety Course (OSHA 30 Hour)
- Hazardous Waste Operations Emergency Response (OSHA 40 Hour)
- USACE Certified Site Safety & Health Officer EM 385-1-1
- Stormwater Management and Erosion Control Course Lab Standards and Safety
- Excavation and Trench Safety Course
- Advanced Fall Protection Systems

Ken Scharff

Safety Manager

Profile

Mr. Scharff has over 24 years of experience in construction safety and loss control management with an emphasis on high tech construction, utilities installation, and electrical safety. Responsible for overall management of the company safety program. Mr. Scharff works closely with personnel from all levels of management as well as field personnel and representatives from general and sub-contractors on a variety of projects. His responsibilities include development, supervision, and management of safety programs, safety training, insurance claims, selection and purchasing of safety equipment, accident investigations, recordkeeping and reporting, safety incentive programs, new employee onboarding, jobsite safety audits, and a variety of other activities.

Representative Experience

Global Underground Corp. – 2017 to Present – Corporate Safety Manager

Ludvik Electric Co, Inc. – 2014-2016 – Corporate Safety Director

Cache Valley Electric Co, Inc. – 2008-2014 – Project Safety Manager

Dynalectric of Colorado Inc. – 2005-2006 – Project Safety Manager

Advanced Field Services / Survey Associates – 1998-2005 – Field Underwriting Inspector

Pacific Coast Building Products, Inc. – 1995-1998 – Eastern Division Safety Manager

Brazos Roofing International, Inc. – 1994-1995 – Safety Coordinator (United States Air Force Academy)

Exhibit E:
Reference Letters



December 13, 2019

Marco Carani
Public Works Director
Town of Johnstown
450 Parish Avenue
Johnstown, CO 80534

Re: Letter of Recommendation – Global Underground Corp.
Johnstown Sewer Interceptor(s) – Central Phase One – Construction Manager at Risk (CMaR)

Dear Mr. Carani

On behalf of Burns & McDonnell, it is my pleasure to highly recommend Global Underground Corp. for consideration of the Johnstown Sewer Interceptor(s) – Central Phase One – Construction manager at Risk Project.

Our firm and I, personally, have worked with Global Underground Corp on many projects throughout the Colorado Front Range in a variety of contract delivery methods; design-bid-build, design-build and CMaR. In all cases, our experience working with Global Underground (GU) and their quality of work has been top-notch.

Of particular interest to your current RFP for a CMaR delivery method, in early 2019 we were contracted by the Parker Water District as the Engineer with Global GU as the Contractor in a CMaR contract delivery to install a 20”/24” waterline. The project included both open-cut and horizontal direction drill (HDD) installation methods, challenging permit requirements, and a condensed schedule. GU’s active participation in the design phase was invaluable, specifically as it pertains to their vast experience in trenchless technologies and understanding the risks associated with this type of work. Additionally, GU was able to recognize and support early procurement of long-lead materials so the schedule would not be impacted as well as develop detailed costs and contingent risk-related costs prior to construction. The project ran very smoothly and was completed on-time, within budget.

Without a doubt, we can confidently recommend Global Underground for your current and future project considerations. Please feel free to contact me at (303) 362-2311 or crwilson@burnsmcd.com should you like to discuss CU’s qualifications and experience further.

Sincerely,

A handwritten signature in blue ink that reads "Chandler Wilson".

Chandler Wilson, PE
Senior Project Manager



**WILSON
& COMPANY**

5755 Mark Dabbling Blvd., Ste. 220

Colorado Springs, CO 80919

719-520-5800 phone

December 20, 2019

Marco Carani
Public Works Director
Town of Johnstown
450 Parish Avenue
Johnstown, CO 80534

RE: Johnstown Sewer Interceptor(s) – Central Phase One
Construction Manager at Risk (CMaR)
Global Underground Corp

Mr. Carani:

As a senior project manager and senior water resources engineer for Wilson & Company, I have led the design and managed the construction for several City of Colorado Springs / Colorado Springs Utilities projects in recent years. Some of these projects have included the need for challenging directional drilling as well as potholing for the location of underground utilities. Global Underground has provided these services on many of these projects. In working with Global Underground, I have found them to be a very knowledgeable and reliable contractor with a skilled work force that is focused on delivering quality construction. I am pleased to recommend that the Town of Johnstown utilize Global Underground on the upcoming Sewer Interceptor project.

In the design of complex projects, I have found that input from contractors that are knowledgeable and well skilled in their work, can significantly enhance constructability, economy, and overall performance of projects. When circumstances have permitted and I have been able to include Global Underground at the design phase of projects, their input and ability to identify creative solutions has been very good. Their reputation with those in the Colorado Springs community that have had the opportunity to work with them on challenging directional boring projects is very good.

On a significant construction project that I am serving as the owner's construction manager on, another boring contractor was hired by the contractor to perform a directional bore and sanitary sewer installation through challenging soil and rock. The original boring contractor failed to complete the work. The general contractor then turned to Global Underground for their expertise, skilled workforce and equipment. Global was very successful in developing a strategy to accomplish the project and communicating their plan in a manner that gained confidence from the contractor, the owner and those overseeing the work. They then completed the project in an efficient manner, continuing to communicate and work out solutions when un-expected conditions were discovered.

Based on my experience with Global Underground I believe that you will find them to be an asset and trusted partner to the Town of Johnstown if they are chosen to work on this project. If you have any questions, please do not hesitate to reach out to me.

Sincerely,



Vancel Fossinger
Project Manager
Wilson & Company

December 18, 2019

Marco Carani
Public Works Director
Town of Johnstown
450 Parish Avenue
Johnstown, CO 80534

Re: Letter of Recommendation – Global Underground Corp.
Johnstown Sewer Interceptor(s) – Central Phase One, Construction Manager at Risk (CMaR)

Dear Mr. Carani,

On behalf of JDS-Hydro Consultants and myself, it is with much enthusiasm that I am recommending the services of Global Under Corp for the Johnstown Sewer Interceptor(s) – Central Phase One – Construction Manager at Risk (CMaR) project. JDS and myself have worked with and continue to work with Global on numerous projects. These projects range widely in size and complexity, yet Global continually provides exceptional workmanship and outstanding project management.

One project which relates to your current RFP was the West Interceptor completed in 2019. The West Interceptor was a project designed to provide sanitary sewer service to an area of the District experiencing significant growth. The project consisted of both open cut and auger bore methods. The design required the depths of sewer to be 25 + feet deep in areas including the bore located under Interstate 25. At these depths, the experience, skill and management of safety concerns really set Global apart from other Contractors.

As the West Interceptor project neared the end of construction, the District and JDS were so pleased with Global's execution of the project it was decided to add an additional project to their existing contract - almost doubling the original contract amount. The addition consisted of a "semi" design-build process for a water line extension to be built before large scale roadway improvements occurred. The design process required the District, JDS, Global and the roadway design build engineers to collaborate under this larger roadway expansion project to bring our portion of the project to fruition. Global was an integral part of the process providing not only construction services but cost estimating, constructability input, permitting and detailed design input on the 7 HDD bores included in the project. Due to the fast pace of the road project, material acquisition and construction had to begin before the final design was completed.

Global's work in these projects was pivotal to their overall success. Not only were the projects on time and on budget, but Global finished ahead of schedule. Thus, it is without a doubt we can recommend Global Underground for your current and future projects. Please feel free to contact me at (719) 227-0072 or nharris@jdshydro.com if you wish to further discuss our experience with or qualifications of Global.

Sincerely,



Nick Harris, E.I., CWP
Staff Engineer II



December 19, 2019

Marco Carani
Public Works Director
Town of Johnstown
450 Parish Avenue
Johnstown, CO 80534

RE: Letter of Recommendation – Global Underground Corporation

Dear Mr. Carani,

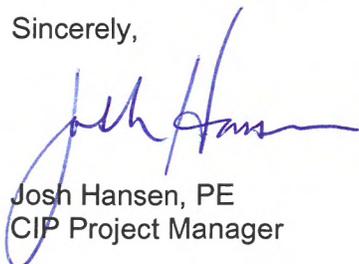
On behalf of the Town of Castle Rock, I am writing this letter of recommendation for Global Underground Corporation (Global) in regards to a proposal for a project with the Town of Johnstown. It is my understanding that this is a sewer interceptor project that may involve auger bore construction and may be utilizing Construction Manager at Risk (CMAR) project delivery.

Although I am unfamiliar with the specific details of your project, I can tell you that the Town of Castle Rock has had excellent experiences partnering with Global on projects. Global has completed numerous horizontal directional drilling (HDD) and open trench construction water and sewer pipeline projects for the Castle Rock over the past decade.

This summer, I had the pleasure of working with Global on the installation of 3.5 miles of 8-inch reclaimed water pipeline. The project involved 2.5 miles of open trench construction and 1 mile of trenchless construction (6 HDD crossings under roads/creeks and 1 auger bore under railroad). Due to an aggressive project schedule, the pipeline was installed without construction plans and without topographic survey utilizing only a proposed alignment and standard details and specifications. Global completed the project on time and within our established budget. They did an excellent job identifying, locating, and avoiding numerous utility conflicts along the alignment and provided full compliance with all construction permitting requirements. Without survey and construction plans, the project required some scope changes during construction, for which Global provided equitable and transparent contract adjustments. Most importantly, Global communicated extremely well throughout the project via weekly meetings, phone calls, and daily work summaries/photos from open trench/HDD/auger bore crew leads. This communication helped ensure a solid partnership between Global and Castle Rock and is ultimately what I attribute to success of the project.

I am glad to recommend Global Underground for consideration for projects with your organization. Feel free to contact me at 720-733-7043 or jhansen@crgov.com with any further questions about Global's qualifications or for details about projects completed for the Town of Castle Rock.

Sincerely,



Josh Hansen, PE
CIP Project Manager

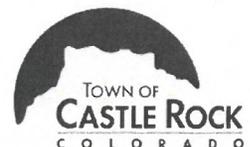
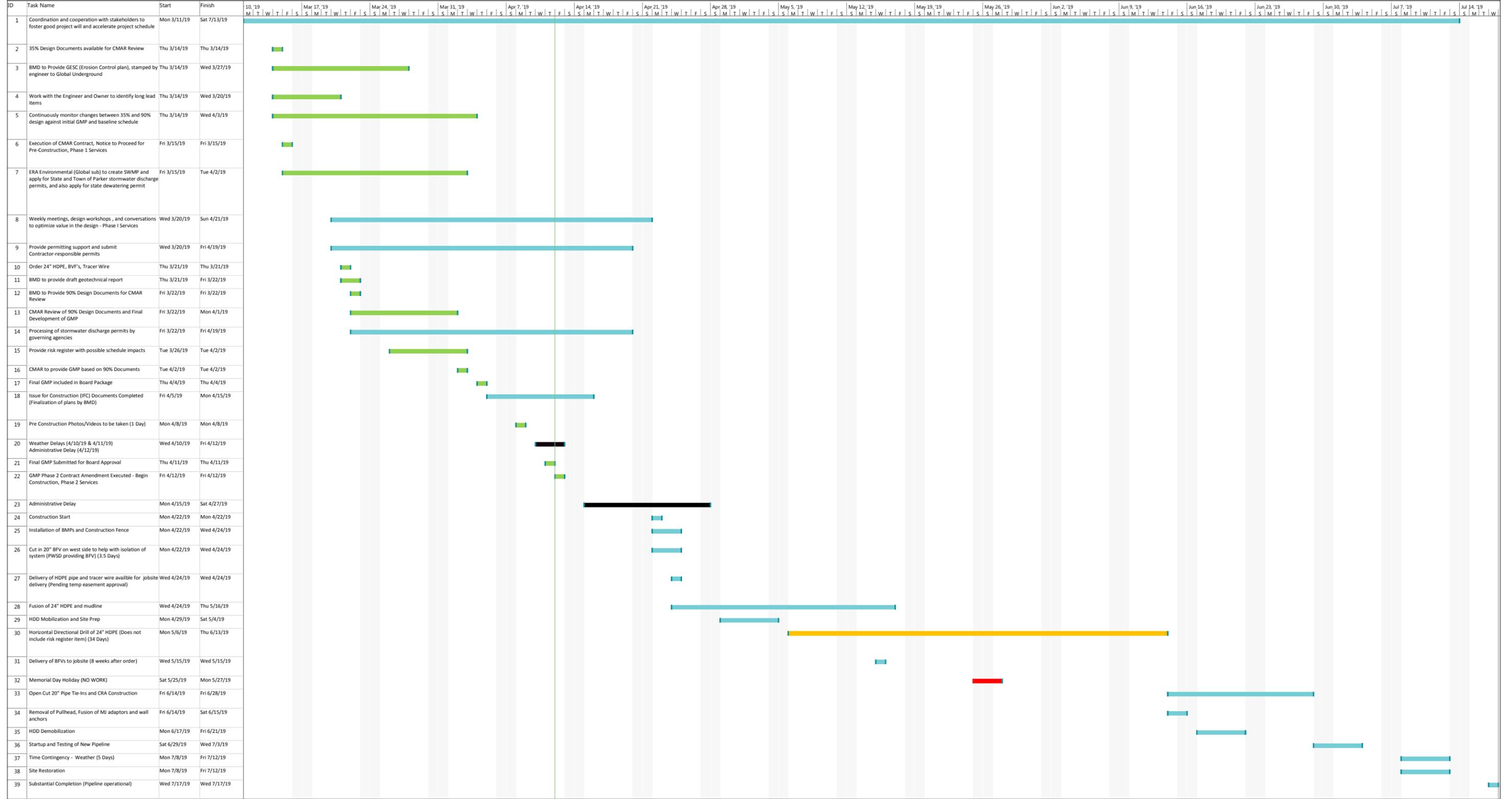


Exhibit F

EXAMPLE - Long Term Schedule



Regional Wellhouse Parallel
20" Discharge Pipeline



PWSD - The Regional Wellhouse Parallel 20-inch Discharge Pipeline
Date: Fri 4/12/19

Task Identified in Risk Register Task Holiday - Non Working Days (Warning) Task Complete Experienced Delay

Exhibit G

EXAMPLE - Short Term Duration Schedule (one week in the past, one week into the future)

PWSD – Regional Wellhouse Pipeline Project

Global Underground Weekly Work Completed & Upcoming Description

7-1-2019

During the past week (6-24-2019 through 6-29-2019) the following work items were completed:

Monday through Wednesday of this week the Open Cut crew completed the west end pipeline including blow off installation (Final tie in not included in this work).

Wednesday through Friday of this week the Open Cut crew completed the east end pipeline including final connection to existing.

On Wednesday the HDPE MJ Adapter and Wall Anchor were fused onto east end of the HDPE pipe.

On Wednesday of this week, the concrete trail on the west end was poured back.

On Friday, crews began filling the new line with water to allow chlorination to take place.

On Saturday, crew set rebar and forms for east side CRA. They also backfilled install waterline.

Anticipated work items to be completed this week (7-1-2019 through 7-6-2019):

Open Cut:

Monday through Wednesday – CRA work to be completed on both ends of the pipeline.

High Chlorine test to be completed on 7-1-19

Hydrostatic test to be completed on 7-1-19

Bac T test to be completed on 7-2-19 and 7-3-19 (Results on 7-8-19)

(Final tie in on the west end to be completed 7-8 and 7-9)

Exhibit H Example - Industry Recognition of Quality of Work

Trenchless
TECHNOLOGY



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2019 Project of the Year Rehabilitation Runner-up: Colmsan Tunnel Rehabilitation Project

Published by [Sharon Bueno](#) October 16, 2019 [VIEW PROFILE](#)

The Colmsan Tunnel is a 7,614-ft long, gravity sewer tunnel handlined in 1977. The tunnel is part of the Southgate Water & Sanitation Districts in Colorado.

Flow from the District's entire wastewater collection system converged at grade then was conveyed through the mushroom shaped tunnel at a maximum depth of 90 ft.

[RELATED: 2019 Project of the Year Rehabilitation Winner: Joint Outfall "B" Unit 1A Phase 1](#)

Considering the age of the tunnel, the highly corrosive wastewater environment, known deficiencies, and lack of redundancy, the District became concerned with the reliability of the tunnel. In 2015, a multi-sensor robotic inspection was performed by the District. This condition assessment revealed that the tunnel needed rehabilitation or replacement (or a combination of both).

Based on the complicated nature of the work, the high risks, and the wide variety of potential solutions, the District elected to execute the work using a progressive design-build approach. **The District engaged Burns & McDonnell as its Owner's Representative and selected the Garney Construction/Dewberry Engineering team as its design-build partner.**

Different trenchless rehabilitation options were considered by the design-build team including: cured-in-place pipe, cementitious and geopolymer sprays, rehabilitation with epoxies and poly-hybrid products, and rehabilitation with plastic and composite liners. Sliplining the tunnel (FPVC, Fiberglass, or HDPE) with either a single or multiple carrier pipes was also an option. Mining a second tunnel was also evaluated.

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Evaluations determined that sliplining with HDPE allowed the installation of a fully structural, completely inert, and continuous pipe within the tunnel, saving the District from having to bore a new tunnel. Sliplining also facilitated installation in live sewer flows. After sliplining was complete, the annulus between in the tunnel was filled with grout.

RELATED: High on Trenchless: Denver Metro Projects Accommodate Urban Expansion

Garney Construction partnered with two primary subcontractors to execute the tunnel lining. **Global Underground Corp. (Global) was engaged to provide the HDPE fusion, joint fusion recording, and sliplining pull-in using HDD equipment.** Cematrix Cellular Concrete Solutions (Cematrix) was selected as Garney's grout contractor.



In Memoriam: Steve McCandless The project team would like to recognize Steve McCandless of Garney Construction, who passed away shortly after completion of the tunnel lining. His colleagues saw Steve as incredible person in every way and an inspiration to many.

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Reconstruction of the tunnel began in October 2018 and was complete in May 2019. Major construction challenges and interesting project requirements included the following:

- Anchoring the HDD equipment
- Angled concrete anchor pad
- Threading the heavy steel drill stem through the tunnel
- Providing a custom manufactured pull head
- Sliplining using a cartridge style approach
- Installation uphill, against the flow
- Low density cellular concrete (LDCC) design and use;
- Additional grout ports were drilled using an air hammer;
- A barometric loop to flood the pipeline during grouting; and
- Grout placement verification by use of specially built cameras

While longer and deeper tunnels have been restored, the Colman Tunnel presented unique challenges. The opportunity for bypass pumping was highly restrictive so a majority of the construction was performed in live flows. The irregular size and shape of the tunnel presented investigative, design, and construction challenges that all had to be met without error. Long pipe lengths, heavy pipe, poor soils, and complicated geometry at both portals required iterative design and coordination between all parties.

The project team worked together to identify solutions, opportunities, and manage risk and budget to find a solution that would bring a value-added solution to the District. The total construction value for this work was completed at less than half the cost of some of the initial engineering solution estimates. Using a slip-lining solution allowed successful rehabilitation of the sewer tunnel in live flow, without the need for expensive bypass pumping. **Utilizing the Contractors' estimating team early in the project allowed the District to plan for expensive project financing while having high-cost certainty.**

Use of the progressive design-build execution model allowed the Owner, Owner's Advisor, Designer, and Contractor to work together in an environment where all parties were engaged, valued, respected, and had the opportunity to present creative solutions. The open-book progressive contract terms allowed the District and the Design-Builder to build trust and to operate in a truly collaborative and transparent way.

Project Owner: Southgate Sanitation District

Owner's Representative: Burns & McDonnell Engineering Company Inc.

Engineering Consultants: Dewberry Engineering; Shannon & Wilson

Prime Contractor: Garney Construction

Trenchless/Fusion Contractor: Global Underground Corp.

Exhibit I

Example - Industry Recognition of quality of work

From: Daryl Jaworski <dcjaworski@csu.org>
Sent: Tuesday, September 10, 2019 12:21 PM
To: Robert Meadows
Cc: Richard Bowman; Rob Powilleit; Dennis Brock; Doug Lockett; Neal Ehrenfelt
Subject: Green Mountain Falls

Hi Robert,

I just wanted to personally thank you, Global Underground, Rich Bowman, Dennis Brock, Rob Powilleit, Doug Lockett and their teams for the outstanding job they did on the water main bore, install and service connections for the project in Green Mountain Falls. There were many obstacles to overcome with a complicated project of this nature, given the fact the design, build, and all other aspects were done on the fly. Your team handled every call, question and request with professionalism, catered to everything that CSU asked and made this project success. Your teams devotion and skill is something to be proud of and an example of why Global Underground is one of the leading contractors in the area. I look forward to working with you and your teams on CSU projects in the future. Please forward this to anyone I may have missed and thank you all again.

Sincerely,

Daryl "Butch" Jaworski
Planner Analyst
Water Technical Services
Colorado Springs Utilities
(719)668-5793

Exhibit J

Example - Industry Recognition of quality of work

The comments below are regarding a waterline shutdown that affected more than 100 residences in the Forest View Acres Water District. Global Underground completed our work, only needing the water to be shut off for 2-3 hours.

From: Gwen Dall <gdall@jdshydro.com>

Sent: Monday, December 16, 2019 9:17 AM

To: Richard Bowman <rbowman@Globalug.com>; Dennis Brock <dbrock@Globalug.com>; Eric Sundstrom <esundstrom@Globalug.com>

Subject: FVAWD Kudos

See attach email thread below (and a second one attached). It's rare to hear positive comments from customers so I thought I better pass along these to you all. Thanks for the great work.

Gwen

From: Lisa Jacoby <ljacoby@crsofcolorado.com>

Sent: Monday, December 16, 2019 7:38 AM

To: Gwen Dall <gdall@jdshydro.com>; John McGinn <jmcginn@jdshydro.com>; Clyde Penn <cpenn@orcwater.com>; Gabby Begeman <gbegeman@orcwater.com>

Subject: FW: Forest View Acres Water District - Update

Cudo's team!

Lisa A. Jacoby | Senior Manager

Community Resource Services of Colorado | www.crsofcolorado.com

7995 E. Prentice Ave., Suite 103E

Greenwood Village, CO 80111-2710

303.381.4960

303.381.4968 Direct Line

720.350.0849 Cell

From: Sue Walker <sue@monumentalfitness.com>

Sent: Saturday, December 14, 2019 7:56 AM

To: Sandy O'Neill <soneill@crsofcolorado.com>

Subject: Re: Forest View Acres Water District - Update

Sandy,

Thank you for keeping us all informed. The team who worked on the water main was exceptional. Merry Christmas!

Sue Walker

On 12/13/19 6:11 PM, Sandy O'Neill wrote:

Dear Customers,

A quick note to let you know the boil water order has been lifted.

Have a good weekend.

Sandy O'Neill



Exhibit K: Safety Record

GLOBAL UNDERGROUND CORP SAFETY & HEALTH MANAGEMENT SYSTEM
ACCIDENT PREVENTION PROGRAM

At Global Underground Corp, safety is a core value that is woven into the processes that we follow and the decisions that we make each day. We strive to conduct our operations with the utmost regard for the safety of employees, the public and the environment.

We have a “Safety Always” attitude where we integrate safety in all that we do. We believe that all incidents and injuries are preventable and place a strong emphasis on safety training and project planning.

We are committed to:

- Working incident and injury-free so that everyone goes home safe and healthy.
- Achieving and sustaining an accident, incident, and injury free culture through management commitment and leadership, open lines of communication, and continuous improvement of our safety programs and procedures.
- Clearly communicating consistent safety expectations throughout our organization.
- Continuously improving our safety performance.
- Being a good steward of the environment.
- Operating as a good neighbor in the communities where we live and work.

We meet our safety commitments by:

- Expecting all employees to take ownership of At-Risk behaviors and to stop unsafe acts.
- Providing managers, supervisors and employees with the education and training they need to understand their safety expectations and responsibilities.
- Providing opportunities for employees to provide feedback on injury and illness prevention measures.
- Establishing safety goals and regularly measuring our performance against those goals.
- Holding managers and staff accountable for safety, compliance and performance.
- Communicating openly with our employees, customers, and neighbors regarding environmental and safety issues.

Over the past five years Global Underground Corp. has had a varied record of safety performance. We have had a number of OSHA recordable injuries with varying degrees of severity, however, for 2018 we saw a decrease in frequency and a drastic decrease in severity of injuries. We brought on a new corporate safety manager in 2017 and we have increased the quantity and quality of our safety programs, safety training, equipment, and on-site safety monitoring activities, as well increased our management involvement with field safety operations and training.



Global Underground Corp. Safety Statistics 2015 - 2019

	2015		2016		2017		2018		2019	
Average # of Employees	43		54		56		59		68	
Total Hours Worked	98,038		118,007		121,997		131,381		131,807 through 11/30/2019	
	# of injuries	Days Affected	# of injuries	Days Affected						
Lost Time Injuries	1	41	2	20	2	54	0	0	0	0
Restricted Duty Day Injuries	1	3	0	0	0	239	3	25	0	0
Other Injuries	0	0	2	0	2	0	0	0	1	0
Total Injuries	2		4		4		3		1	
Lost Time Injury Rate (LTIR)	2.04		3.38		3.27		0.0		0.0	
Total Recordable Injury Rate (TRIR)	4.08		6.78		6.60		4.56		1.51	
DART	4.08		3.38		3.27		4.56		0.0	
EMR	1.0		1.0		1.0		1.0		1.0	



Lost-Time Accident Summary 2014 – 2018

2014 – 1 Lost-Time Accident

- Accident 1 – While working in the Global Underground fleet shop, the employee sustained a groin injury; hernia while pulling on a wrench. The employee was off work for 57 days and then returned to work. The employee recovered from his injuries.

2015 – 1 Lost-Time Accident

- Accident 1 – The employee was driving a truck and trailer on I-25 and was involved in a motor vehicle accident. He sustained neck and back injuries and was off work for 41 days and then returned to work. The employee recovered from his injuries.

2016 – 2 Lost-Time Accidents

- Accident 1 – While loading bags of bentonite at the Global Underground shop, bentonite dust flew in the employee's eye causing irritation. The employee was off work for 1 day and then returned to work.
- Accident 2 – While working in a storage trailer at the Global Underground yard, the employee's right hand got caught between the trailer door and the trailer when a wind gust blew the door closed. The employee sustained injuries to the fingers and knuckles. The employee was off work for 19 days and then returned to work. The employee has completely recovered from this injury.

2017 – 2 Lost-Time Accidents

- Accident 1 – Employee tore a ligament on his left thumb while working with a drill rod wrench. The employee received surgery for the injury, was off work for 9 days and then returned to work on restricted duty. The employee has completely recovered from this injury.
- Accident 2 – Employee was struck by a pipe-bursting pull head while it was being removed from a trench box when the rigging failed. The employee sustained multiple injuries and was off work for 45 days and then returned to work on restricted duty. The employee has completely recovered from this injury.

2018 – 0 Lost-Time Accidents



OSHA Citation Summary

06/05/2018

Citation Date: 09/14/2017
Citation Type: Other than Serious
Penalty Amount: \$8,000.00
Cited Regulation: 29 CFR 1926.651(e)
Disposition: Abated, closed

Description:

On 07/28/2017 employees were removing a pipe bursting pull head from a trench box using a track hoe. As the pipe bursting head reached the top of the box, the chain rigging failed which caused the head to fall to the ground and struck an employee that was near the point of impact.

Cited Regulation:

29 CFR 1926.651(e) Exposure to falling loads. No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials.

The original citation was classified as a Serious Citation under the regulation listed above with a \$5,000.00 penalty. Following a conference with a Region VIII compliance officer, OSHA agreed to have the citation reduced to Other than Serious. The agreed reduction was based on evidence that we provided in the form of documentation showing several years of training, safety meetings, and other communications relating to the specific activities related to the incident; proper lifting and rigging, caught between and struck by hazards, the Global Underground STOP work program, use of tag lines, working under or near elevated loads, etc.

Abatement Summary:

An updated Lifting and Rigging policy was developed and implemented. The policy includes the requirement for all employees involved in rigging activities to receive hands-on training in basic rigging and lifting techniques. The policy also includes a very comprehensive section on purchasing and use of properly rated lifting and rigging equipment, inspection procedures, proper storage and inventory procedures. Included is the designation of our Equipment Manager to maintain a full tracking, inventory, and repair program for all equipment.

Rigging and lifting training is now a requirement for all Global Underground employees, including Supervisors and Managers. Training is conducted by RMS Rigging and we do this training several times per year.

A custom adjustable spreader bar was ordered to lift bursting pipe heads, drill reamers, and other offset and odd shaped equipment.

We conduct ongoing training, safety meetings, and safety communications in proper lifting and rigging techniques, use of tag lines, controlled access zones, caught between and struck by hazards.

Ken Scharff
Safety Manager
Global Underground Corporation
(719) 331-7804



**Exhibit L:
Bond Letter**

HUB International Colorado

2000 S. Colorado Blvd., Tower 2, Ste. 100
Denver, CO 80222
Toll Free: (888) 795-0300

hubinternational.com

December 19, 2019

Town of Johnstown, Public Works
450 Parish Avenue
Johnstown, CO 80534

Re: Global Underground Corp. – Bonding Prequalification
Project: Johnstown Sewer Interceptor – Central Phase One

Dear Madam or Sir:

It is our pleasure to introduce Global Underground Corp. to you in accordance with your prequalification process. HUB International Insurance Services represents Global Underground on all matters involving insurance and surety bonds.

Global Underground is currently bonded by Employers Mutual Casualty Company, rated A (Excellent) by A.M. Best with a Treasury Underwriting Limit of \$143,374,000. They have supported Global Underground since early 2016 with bonding capacity up to \$6,000,000 on a single project with aggregate capacity up to \$10,000,000. Currently \$9,000,000 of this capacity is available. Should the appropriate opportunity arise, we would also gladly consider larger requests.

Keep in mind that formal approval of any bond is conditioned upon factors specific to the project, contract, financial position of the company at the time of need and other underwriting conditions. This letter is not an assumption of liability, nor is it a bond. It is issued as a reference at the request of our valued client and should not be construed as a formal commitment to provide bonds at this time.

We hold Global Underground and its principals in the highest regard and urge you to extend every possible consideration to their proposal. I would gladly respond to any further inquiry you may have.

Sincerely,

A handwritten signature in blue ink that reads "Tim Blanchard".

Tim Blanchard
President – Colorado Market
HUB International Colorado - Phone: (970) 254-3316

December 19, 2019

GLOBAL UNDERGROUND CORPORATION
641 WINTERS DRIVE

COLORADO SPRINGS, CO 80907

Re: Barrett Business Services, Inc. ("BBSI")
Letter of Self-Insurance for Workers' Compensation Coverage

As the named addressee of this Letter, your company's required workers' compensation coverage is provided through BBSI's state approved Self-Insured Workers' Compensation Plan by way of your co-employment contract with BBSI. BBSI's Colorado customers can also verify BBSI's state certification at <http://www.coworkforce.com/dwc/QuickList/SelfInsured.asp> ; next, click on "Other Resources" then "Lists" then "Self-Insured Permit Holders Listing" and scroll down to Barrett Business Services, Inc (the list is alpha by company name).

Additional information is as follows:

State: Colorado	<u>Workers' Compensation Limits:</u>	<u>Employer Liability Limits:</u>
Self Insurance Certification #: 463	Statutory	\$2,000,000.00 Each Accident \$2,000,000.00 Disease Coverage Limit by Client \$2,000,000.00 Disease; Each Employee

Other Comments (place an "X" if applicable):

Waiver of Subrogation: BBSI and GLOBAL UNDERGROUND CORPORATION agree to waive their right of subrogation for the benefit of:
Mears Group, Inc. at 5051 Westheimer Rd Suite 1650 Houston, TX 77056

Named "Letter Holder": Town of Johnstown Public Works 450 Parish Ave Johnstown, CO 80534

Other: Effective 12/22/2014, 30 Day Cancel Notice. Additional Insured: Town of Johnstown and Consultants;
Project: Johnstown Sewer Interceptor-Central Phase One

Additionally, BBSI's self-insured program is further supported by an excess workers' compensation insurance policy with ACE American Insurance Co.. Copy of certificate is available upon request.

For additional information, please contact your local BBSI office at: COLORADO SPRINGS

(719) 260-9616
1125 Kelly Johnson Blvd, #130
Colorado Springs, CO 80920

Very truly yours,



Michael L. Elich
President and Chief Executive Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Greater Kansas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C. No. Ext): 1-877-945-7378		FAX (A/C. No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: ACE American Insurance Company			22667
INSURED			
Barrett Business Services, Inc. 8100 NE Parkway Drive Suite 200 Vancouver, WA 98662			
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: W10033838

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

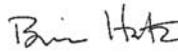
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCU C65438975	02/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State Covered: Colorado.

Limits shown are above a \$2,000,000 Self Insured Retention.

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Exhibit N



Global Underground Corp Proposed Fee Development Rates

Markup for Overhead Costs (home office, insurance)	10% of Direct Project Costs (including Labor Burden)
Markup for Profit Margin	10% of Direct Project Costs (including Labor Burden) & Overhead Costs
Bond Costs (1 year correction period)	\$23.00 / \$1,000 of contract value, for first \$500,000 of contract value
Bond Costs (1 year correction period)	\$14.00 / \$1,000 of contract value, for next \$2,000,000 of contract value
Bond Costs (1 year correction period)	\$11.00 / \$1,000 of contract value, for next \$2,500,000 of contract value

Describe how your firm develops a typical fee:

Global Underground has developed the fees detailed above through 20 years of practical construction experiences.

Our markup of 10% for Overhead Costs is the result of historical analysis of our actual Overhead Costs such as: home office operations including administrative staff, shop and yard operations including mechanics, welders, and fabricators, insurance expenses, and other similar expenses.

*** Note - Our markup detailed above of 10% for Overhead Costs, includes the insurance costs for our current insurance policy (See COI provided in proposal). After final contract negotiations, if required insurance limits are in excess of our current insurance policy, Global Underground will request additional applicable Overhead Cost markups to cover this additional expense.**

Our markup of 10% for Profit Margin is also the result of historical analysis. This analysis includes evaluations of risk, probable market allowances for profit, and other similar factors.

Describe in detail how your firm uses the markups and cost of work to develop the final project costs:

An "real" example of how Global Underground will use the markups and cost of work to develop the final project costs, is demonstrated in our NTE Budget for Preconstruction Phase Costs. This is the same format we will use to develop our cost estimates and final GMP price. We will detail all work items, including personnel, equipment, materials, general items (such as permits), and subcontracts individually, for each portion of the work (SOV items), and provide our pricing to all parties for review and comments. On our PWSD - Regional Wellhouse Parallel 20" Discharge Pipeline CMaR project, we provided "open book" pricing, several hundred lines long, showing our anticipated costs and durations for all aspects of the project. We also provided copies of material and subcontractor quotes for owner review. Finally, we provided a Risk Register developed through the entire "Design Process", that identified Risk Items that the entire team determined to be significant, probability of these identified risks occurring, and then the team decided which Risk Register items to include in the final GMP price. These Risk Register items included in the final GMP price, were only to be paid for by the owner IF the Risk event actually occurred. In the case of the PWSD - Regional Wellhouse Parallel 20" Discharge Pipeline CMaR project, one item in the Risk Register valued at \$3,600 occurred, and this was the only Risk Register item paid for by the owner.

Exhibit O



Construction Phase Costs

Construction Cost Factors

Equipment, Labor, and Per Diem & Motel Direct Cost Rate Sheet

Horizontal Directional Drill and Auger Bore Item Descriptions and Hourly Rates

<u>Crew Labor</u>	<u>Hourly Non-Overtime Rate including Labor Burden</u>
Superintendent - HDD / Auger Bore	\$67.50 (\$50.00 x 1.35 Burden)
Foreman - HDD / Auger Bore	\$54.00 (\$40.00 x 1.35 Burden)
Drill Operator	\$43.20 (\$32.00 x 1.35 Burden)
Mud Technician	\$40.50 (\$30.00 x 1.35 Burden)
Excavator Operator	\$43.20 (\$32.00 x 1.35 Burden)
Fusion Technician	\$54.00 (\$40.00 x 1.35 Burden)
Laborer - Lead	\$36.45 (\$27.00 x 1.35 Burden)
Laborer - General	\$31.05 (\$23.00 x 1.35 Burden)

<u>HDD Equipment</u>	<u>Hourly Direct Equipment Rate (Wet)</u>
DD440 Drill	\$465.00
Drill Stem	\$28.00
9x12 Reclaimer	\$159.00
Deckhand	\$36.00
80 BBL Vac Truck	\$35.00
Mud Pump	\$84.00
Crew Truck	\$17.00
Semi Truck	\$41.00
Crane Mats (80 each)	\$100.00
Fusion Machine T900	\$127.00
200 Class Excavator	\$59.00
300 Class Excavator	\$114.00
Godwin 6" Pump	\$33.00
Godwin Power Pack	\$42.00
Tonghand	\$53.00
Float Trailer	\$15.00
Connex Trailer	\$15.00

<u>Auger Bore Equipment</u>	<u>Hourly Direct Equipment Rate (Wet)</u>
36/600 Auger Bore Machine	\$105.00
48/900 Auger Bore Machine	\$130.00
400 Class Excavator	\$150.00
200 Class Excavator	\$59.00
Welding Truck	\$35.00
Crew Truck	\$17.00
Connex Trailer	\$15.00
Float Trailer	\$15.00
Semi	\$41.00
Lowboy	\$42.00
40k Trailer	\$15.00
250 Amp Welder	\$20.00
Launch Shoring (up to 16' Deep)	\$100.00
Exit Shoring (up to 16' deep)	\$30.00
Dump Truck	\$72.00

Open Cut Item Descriptions and Hourly Rates

<u>Crew Labor</u>	<u>Hourly Non-Overtime Rate including Labor Burden</u>
Superintendent - Open Cut	\$67.50 (\$50.00 x 1.35 Burden)
Foreman - Open Cut	\$54.00 (\$40.00 x 1.35 Burden)
Excavator Operator	\$43.20 (\$32.00 x 1.35 Burden)
Loader Operator	\$41.85 (\$31.00 x 1.35 Burden)
Laborer - Lead	\$36.45 (\$27.00 x 1.35 Burden)
Laborer - General	\$31.05 (\$23.00 x 1.35 Burden)

<u>Open Cut Equipment</u>	<u>Hourly Direct Equipment Rate (Wet)</u>
Crew Truck	\$17.00
300 Class Excavator	\$114.00
200 Class Excavator	\$59.00
40,000 LB Loader (950 Cat)	\$64.00
Water Truck	\$38.00
Trench Shoring	\$25.00
Connex Trailer	\$15.00

Per Diem and Motel Expense (Only applicable to HDD and Auger Bore Crews)

Daily Rate per employee, as applicable
\$140.00

Exhibit P



Preconstruction Cost Factors

Labor Direct Costs (No Equipment or Travel Costs will be charged for Preconstruction Services)

Preconstruction Labor Rates

<u>Crew Labor</u>	<u>Hourly Non-Overtime Rate including Labor Burden</u>
President - Robert Meadows	\$108.00 (\$80.00 x 1.35 Burden)
Vice President - Rob Powilleit	\$87.75 (\$65.00 x 1.35 Burden)
Project Manager / Estimator - Dennis Brock	\$74.25 (\$55.00 x 1.35 Burden)
Project Superintendent - All Specialties	\$67.50 (\$50.00 x 1.35 Burden)

Exhibit Q



Preconstruction Phase Costs - NTE Budget amount based upon identified scope

Work Item Description	Budgeted Hours involved with task	Labor Direct Cost Hourly Rate (including Labor Burden) of involved personnel applicable to Preconstruction Phase Work	Total Direct Cost of task
Collaboration with Owner / Engineer to optimize value in design between 0% design and 95% design, in weekly meetings and design workshops (26 weeks x 4 HRS / Wk)			
Labor - President to participate in collaborative weekly meetings and design workshops	104.00	108.00	\$11,232.00
Labor - Vice President to participate in collaborative weekly meetings and design workshops	104.00	87.75	\$9,126.00
Labor - Project Manager / Estimator to participate in collaborative weekly meetings and design workshops	104.00	74.25	\$7,722.00
Labor - Project Superintendent (Open Cut) to participate in collaborative weekly meetings and design workshops	52.00	67.50	\$3,510.00
Labor - Project Superintendent (HDD) to participate in collaborative weekly meetings and design workshops	52.00	67.50	\$3,510.00
Labor - Project Superintendent (Auger Bore) to participate in collaborative weekly meetings and design workshops	52.00	67.50	\$3,510.00
Subcontractor - (Engineer Specializing in HDD or Auger Bore) to participate in collaborative weekly meetings, design workshops, and provide Analysis (Assumed Budget) (1 LS)			\$10,000.00
Prepare and submit an initial GMP and construction schedule based on 60% design			
Labor - Project Manager / Estimator to create estimate (initial GMP) and baseline schedule	80.00	74.25	\$5,940.00
Labor - President to participate in internal review of estimate (initial GMP) and baseline schedule	8.00	108.00	\$864.00
Labor - Vice President to participate in internal review of estimate (initial GMP) and baseline schedule	8.00	87.75	\$702.00
Labor - Project Manager / Estimator to participate in internal review of estimate (initial GMP) and baseline schedule	8.00	74.25	\$594.00
Labor - Project Superintendent (Open Cut) to participate in internal review of estimate (initial GMP) and baseline schedule	8.00	67.50	\$540.00
Labor - Project Superintendent (HDD) to participate in internal review of estimate (initial GMP) and baseline schedule	8.00	67.50	\$540.00
Labor - Project Superintendent (Auger Bore) to participate in internal review of estimate (initial GMP) and baseline schedule	8.00	67.50	\$540.00
Work with the Engineer and Owner to identify long lead items, provide procurement recommendation, and early work packages necessary to meet construction schedule			
Labor - President to assist with identifying long lead items, provide procurement recommendations, and early work packages	8.00	108.00	\$864.00
Labor - Vice President to assist with identifying long lead items, provide procurement recommendations, and early work packages	8.00	87.75	\$702.00
Labor - Project Manager / Estimator to assist with identifying long lead items, provide procurement recommendations, and early work packages	16.00	74.25	\$1,188.00
Prepare and submit an initial GMP and construction schedule based on 90% design			
Labor - Project Manager / Estimator to create estimate (initial GMP) and baseline schedule	60.00	74.25	\$4,455.00
Labor - President to participate in internal review of estimate (initial GMP) and baseline schedule	6.00	108.00	\$648.00
Labor - Vice President to participate in internal review of estimate (initial GMP) and baseline schedule	6.00	87.75	\$526.50
Labor - Project Manager / Estimator to participate in internal review of estimate (initial GMP) and baseline schedule	6.00	74.25	\$445.50
Labor - Project Superintendent (Open Cut) to participate in internal review of estimate (initial GMP) and baseline schedule	6.00	67.50	\$405.00
Labor - Project Superintendent (HDD) to participate in internal review of estimate (initial GMP) and baseline schedule	6.00	67.50	\$405.00
Labor - Project Superintendent (Auger Bore) to participate in internal review of estimate (initial GMP) and baseline schedule	6.00	67.50	\$405.00
Prepare and submit an "final" GMP and construction schedule based on 95% design			
Labor - Project Manager / Estimator to create estimate (initial GMP) and baseline schedule	30.00	74.25	\$2,227.50
Labor - President to participate in internal review of estimate (initial GMP) and baseline schedule	3.00	108.00	\$324.00
Labor - Vice President to participate in internal review of estimate (initial GMP) and baseline schedule	3.00	87.75	\$263.25
Labor - Project Manager / Estimator to participate in internal review of estimate (initial GMP) and baseline schedule	3.00	74.25	\$222.75
Labor - Project Superintendent (Open Cut) to participate in internal review of estimate (initial GMP) and baseline schedule	3.00	67.50	\$202.50
Labor - Project Superintendent (HDD) to participate in internal review of estimate (initial GMP) and baseline schedule	3.00	67.50	\$202.50
Labor - Project Superintendent (Auger Bore) to participate in internal review of estimate (initial GMP) and baseline schedule	3.00	67.50	\$202.50
Provide permitting support and submit known Contractor-responsible permits			
Labor - Project Manager / Estimator to provide permitting support and submit Contractor-responsible permits	4.00	74.25	\$297.00
Labor - Project Superintendent (Open Cut) to provide permitting support and submit Contractor-responsible permits	2.00	67.50	\$135.00
Labor - Project Superintendent (HDD) to provide permitting support and submit Contractor-responsible permits	2.00	67.50	\$135.00
Labor - Project Superintendent (Auger Bore) to provide permitting support and submit Contractor-responsible permits	2.00	67.50	\$135.00
Subcontractor - (Environmental Specialist) to provide permitting support and submit applications for known Contractor-responsible permits (Assumed Budget) (1 LS)			\$5,000.00
General - State Storm Water Discharge Permit and State Dewatering Discharge Permit (Other permits undefined at this time) (1 LS)			\$1,500.00
Coordination and cooperation with stakeholders to foster good project will and accelerate project schedule			
Labor - President to provide coordination and cooperation with stakeholders to foster good project will and accelerate schedule	As requested or as necessary		\$0.00
Labor - Project Manager / Estimator to provide coordination and cooperation with stakeholders to foster good project will and accelerate schedule	As requested or as necessary		\$0.00
Labor - Project Superintendent (Open Cut) to provide coordination and cooperation with stakeholders to foster good project will and accelerate schedule	As requested or as necessary		\$0.00
Labor - Project Superintendent (HDD) to provide coordination and cooperation with stakeholders to foster good project will and accelerate schedule	As requested or as necessary		\$0.00
Total Direct Costs (including Labor Burden) of Preconstruction Phase Work			\$79,221.00
Markups on Direct Costs			
Markup for Overhead Costs (home office, insurance)	10% of Direct Project Costs (including Labor Burden)		\$7,922.10
Markup for Profit Margin	10% of Direct Project Costs (including Labor Burden) & Overhead Costs		\$8,714.31
Bond Costs (1 year correction period)	\$23.00 / \$1,000 of contract value, for first \$500,000 of contract value		\$2,256.62
Bond Costs (1 year correction period)	\$14.00 / \$1,000 of contract value, for next \$2,000,000 of contract value		\$0.00
Bond Costs (1 year correction period)	\$11.00 / \$1,000 of contract value, for next \$2,500,000 of contract value		\$0.00
Total Markups on Direct Costs (including Labor Burden) of Preconstruction Phase Work			\$18,893.03
Global Underground Corp Not-To-Exceed Budget for Preconstruction Phase Work			\$98,114.03

NOTE - Travel Costs or Equipment Costs (Pickup Trucks) for Global Underground Corp, will not be charged for on Preconstruction Phase work

NOTE - Owner's Engineer Stamp SWMP plan if necessary



December 20, 2019

Town of Johnstown
Marco Carani, Public Works Director
450 Parish Avenue
Johnstown, CO 80534

Dear Sir:

BT Construction, Inc. has an established record of helping our project owners' design, budget, and deliver projects that meet or exceed expectations. For the past 39 years we have built our reputation by developing genuine relationships with owners and engineers. In both traditional and alternative procurement methods (Design Build, CMaR, CM/GC, and APDS), we strive to deliver the greatest value to our customers and freely share technical expertise to benefit the project.

We have seen that our involvement early on, with the commitment to full design assistance and constructability review, is a tremendous benefit to the team. Together, we can find value engineering, creative sequencing, and innovative methodology that will result in the best possible outcomes.

We are proud to say we have been recognized for our innovation, excellence, quality and safety. We protect our good reputation by infusing all our methods with Integrity and Passion for our work. These attributes have resulted in a solid company that is well regarded throughout the industry. For example:

- Design Build Institute of America (DBIA) awarded BT Construction, Inc. (BTC) the 2010 Design-Build Award of Excellence for the Best Project Water/Wastewater Project Under \$15 million for the Zone Four 24" Interconnect Waterline Project.
- Michigan Ditch was awarded the DBIA Rocky Mountain Region 2016 Design-Build Water/Wastewater Award.
- The Associated Builder and Contractor Association (ABC) Safety Awards for Gold Level Safety Program and Outstanding Safety Program.

The Central Phase One project is well-suited to our body of expertise: cooperatively designed delivery, deep installations, gravity sewer interceptor pipelines requiring challenging open cut and trenchless installations. We can self-perform Auger Bores, Guided Augers (GBM), Pneumatic Hammer Bores, Tunnel Bores (TBM) and Microtunnels (MTBM) with our in-house crews. We strive to proactively apply the most cost-effective solutions, even in the face of unforeseen conditions. This flexibility to employ traditional open-cut and innovative trenchless methods sets us apart and creates value for our team and ultimately the citizens of Johnstown.

We will bring strong communication with residents and business concerns to create a cooperative atmosphere with all project stakeholders. We know that keeping your customers safe and well-informed goes a long way toward the 'success' of a project. We appreciate the opportunity to submit our proposal and look forward to building this project with you.

Sincerely,

Rob Willis
Director of Estimating & Business Development



Cover Letter

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General Company Information

Primary Contact

OFFICE LOCATION:

9885 Emporia Street, Henderson, CO 80640

For More Information Please Contact:

Rob Willis,

Director of Estimating/Business Development

Rob.Willis@BTConstruction.com

Previous Names & Date Location Established

BT Construction, Inc. (BTC), *a Colorado owned and operated corporation*, was founded in October of 1980 under the same name.

GC Licenses

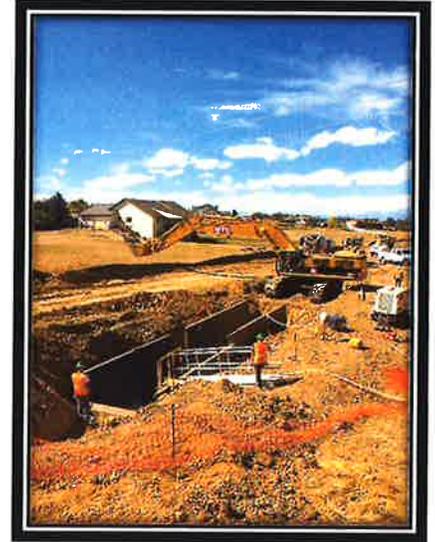
BT Construction, Inc. is licensed with many municipalities in Colorado and surrounding region. We will obtain all necessary licenses as required by the Town of Johnstown.



Example Projects

Todd Creek Interceptor (4/2018) - Original \$7.6/Final \$8.5M
Stacy Robert – City of Thornton – (720) 977-6252

- Installation of 9,780 LF of 36" PVC, 600 LF of 36" Hobas pipe, and 642 LF of 42" Hobas pipe gravity sewer, 24 6' dia. manholes and 1 8' dia. manhole with access roads, a flow metering structure with flume and rectangular approach channel, connections to existing facilities and provisions for future connections. Crossing of the South Platte River (utilizing sheet pile coffer dams) and 2 irrigation ditches. Completion of 3 bores on this project; 1-36" auger bore method (90'), 2 others with the McLaughlin cutting head method (150' and 350').



On this project, the Engineer had designed a very deep cut through a narrow easement with conflicting overhead power lines and adjacent to a wide irrigation canal. Due to the variety of conflicts imposed on the installation of this pipeline, BTC decided to investigate an alternate approach to installation for this segment. After taking an extensive look at possible solutions, BTC proposed tunneling through this area using alternative materials for the pipeline. This change was designed and executed while maintaining the project schedule. BTC was able to perform the tunneling without any additional cost to the client, with the added benefits of reduced risk exposure during construction, a better configuration for long term operation and maintenance, and a significantly reduced impact to the landowner's quality of life. The result was a successful project for the owner, the community, and the contractor.

Tollgate Interceptor (12/2012) – Original \$14.5 / Final \$15.8M
Swirvine Nyirenda – City of Aurora – (720) 859-4403
BTC Team included Don Meyer-Tunneling Superintendent

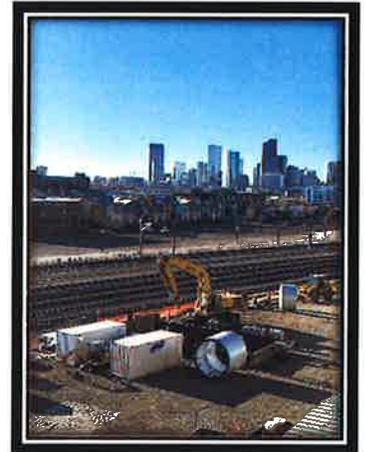
- Open-cut installation of approximately 10,000 linear feet of 42" Hobas gravity sewer interceptor and manholes, and construction of 2 new diversion structures. Approximately 5500 LF of 54" Permalok Tunnels, using microtunneling (MTBM - 5 tunnels @ 215', 233', 516', 729', & 945') and Tunnel Boring Machine (TBM - 3 tunnels @ 510', 660', & 1070') methods with tunnel shafts and manhole installations ranging in depth from 20 to 40 FT. Widely varying soils conditions were encountered throughout the project, from running sands, gravels, cobbles, boulders to claystone. Project also included 3 crossings of Tollgate Creek, and Sable Ditch using sheet pile river control and slide rail shoring.

We did extensive redesign after the project was awarded to us as a traditional Bid-Build project. We had previous experience in the area, and our local knowledge did not match the information provided with the bid. We decided to do additional soil borings, and based on this new information, recommended to the owner a fully revised plan for the areas to be tunneled, and the tunneling methods. As the project commenced, BTC proposed multiple money-saving redesign options for the City's consideration. The owner accepted our redesign, and the result was an outstanding project for the entire team. Downsizing of casing pipe on several runs, allowed for alternate installation methods (resulting in cost savings for owner)



33rd Street Outfall Phase 1 (6/2016) – Original \$7.5/Final \$7.5M & Phase 2 (5/2018) – Original \$11.2/Final \$11.2M
Dave Shaw – City and County of Denver – (303) 446-3486

- Phase 1: City and County of Denver Contract No. 201521653. 200 LF of 20'x4' RCBC, 340 LF of 11'x8' RCBC, and 400 LF of 120" RPMP by open cut. A portion of the 120" was installed in a 35' wide alley, 24' deep. Site conditions included contaminated soils and groundwater. 50' of 11' x 8' box was installed at an angle across Brighton Blvd., utilizing beam and lagging shoring, while maintaining two-way traffic at all times.
- Phase 2: Contract No. 201627408: Blake and 33rd St.: Twin side by side 96" Hand Tunnels (Steel Casing) under Blake St in dense sand and cobbles; 60 LF each, Blake and 31st.: 51" Micro Tunnel Hobas Pipe 451 ft under Blake St. from 32nd to 31st :120" Hand Tunnel under the UPRR Railroad & RTD Commuter Rail Tracks 250' in a clay and loose sand split face. Project also included open cut installation of 120" Hobas and 10'x8' RCBC, as well as two Cast-In-Place transition structures.



I really have enjoyed working with BT Construction on this project. BTC's project team is really organized and sensitive to the Cities needs goals and objectives. Safety on the job site is taken very seriously protecting both BTC and City employees. We really like the honesty and integrity that BTC exhibits while building a job of this magnitude. For these reasons I would recommend BT Construction.

Thank you

David Shaw | Project Manager
Public Works | Engineering Division | City and County of Denver
303.446.3456 Phone | 720.271.8125 Cell
david.shaw@denvergov.org
Follow Denver Public Works on [Facebook](#) and [Twitter](#)

CSU Bio/Chem Utilities (3/2016) – Original \$3.9/Final \$4.3M
Bob Grondin – Colorado State University – (970) 491-0337

- New waterlines (8" & 10"), chilled water (24" supply & return ~1100 LF each), Condensate Steam lines~1500lf with Auger Bore under Arthur Ditch. Upgraded 12" clay Sanitary Sewer to a 15" SDR35 utilizing pipe reaming (significant by-pass pumping). Storm sewer: 18" RCP, 14x23" RECP, inlets and manholes. Electrical duct banks with concrete encased electrical and communication conduits. Extensive site restoration (flatwork, paving, and irrigation system).

Crews demonstrated mindful project execution and high safety awareness to protect students, staff and general public.



University of Colorado-Boulder UTILITIES DISTRIBUTION SYSTEM

"BT Construction has been a tremendous asset to the University of Colorado Boulder campus since I began working with them over the last 4 years. From field supervisors to laborers; their dedication to construction quality and pedestrian safety is unparalleled. The excellent field work by BT Construction is enhanced with quality Project Managers and Estimating support that has assisted the University with a number of fast track Design Build projects in a very challenging environment as well as with numerous competitive Design Bid Build projects. When on campus, BT Construction is one of a very short list of contractors that can be reliably called upon to quickly respond to the needs of the University often with unrelated work with which they have been contracted."

Andy Jordan- Project Manager
University of Colorado- Boulder
P: 303.735.5410

Often helping to redesign projects after bid, along with extensive work on Design-Build projects, lends itself to working through obstacles presented during the design phase. Our wide array of open cut and trenchless expertise enables potential cost-saving possibilities available for construction. Ability to compare the costs for various approaches and analyze each method for real savings to the project.

Even when projects are Bid-Build, we always bring a team approach. Driven by relationships, embracing and overcoming challenges, embodying excellence through effort and ingenuity, guided by a sense of integrity and the relentless commitment to safety – empowering our workforce through these core values has been the cornerstone of our success.



Company Resources

Staff List

Field Staff:

General Superintendents	2 employees
Superintendents	7 employees
Foreman	14 employees
Laborers	46 employees
Equipment Operators	19 employees
Traffic Control Supervisor	2 employee
Welders	4 employees
Shop/Mechanics	5 employees
CDL Drivers	6 employees

Professional Staff:

Business Dev./Estimating	8 employees
Project Managers	5 employees
Project Engineers	2 employees
Project Controls	4 employees
Accounting Staff/H R	5 employees
Safety Officer	2 employees

With a large inventory of state-of-the-art equipment, our highly qualified crews' complete projects efficiently and safely.

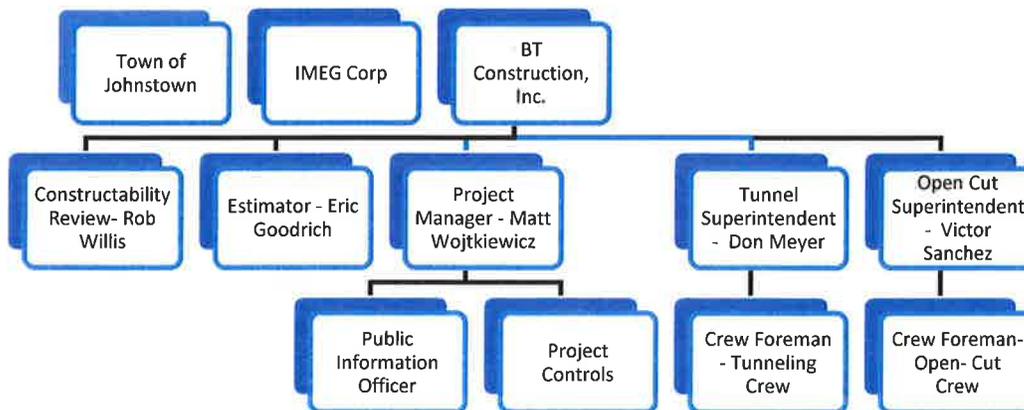
Two full-time Safety Officers actively involve all employees in our company safety goals.

In-house traffic control division, enhancing our abilities to efficiently produce high quality pipeline installations in even the tightest urban corridors.

*BTC operations are centrally located in one main office/shop facility:
9885 Emporia Street,
Henderson, CO 80640*

Johnstown Field Offices will be established as needed.

Johnstown Sewer Interceptor Central Phase One-Organizational Chart





Equipment List

Owned Equipment Summary

CAT 385 Excavator	1	CAT 323 Compactor	2
CAT 365/245 Excavator	4	Tractor/Lowboy Trailer	4
CAT 345 Excavator	6	Tractor/Trailer/Side-dump	1
CAT 235 Excavator	1	Water Truck	7
CAT 330/336 Excavator	1	Trench Box	Multiple
CAT 325 Excavator	2	Trench Box w/ Height Adapt.	Multiple
CAT M318 Wheel Excavator	1	Vac Truck	6
CAT 320/Komatsu/J Deere	3	8" Trailer Mounted Pump	2
DEERE 135 Excavator	1	Asphalt Zipper	2
CAT 416/420 Backhoe	4	24-42" Boring Machine	6
CAT 302.5 Mini Excavator	3	60" Boring Machine	3
CAT 950 Loader	2	51"-128" TBM Head	3
CAT 938 Loader	4	Boring Machine w/ GBM	5
CAT 928/Volvo Loader	5	25KW-70 KW Generator	5
CAT IT14 Loader	1	350KW-450 KW Generator	2
CAT 433 Compactor	5	185 CFM Compressor	5



Key Project Staffing

TEAM MEMBER and ROLE		REFERENCE INFORMATION		
Rob	Lead Estimator			
Willis		Swirvine Nyirenda	City of Aurora	(720) 859-4403
		Jim Kris	Carollo Engineering	(303) 404-6304
		John Leone	Naranjo Civil Constructors	(970) 356-7909
Eric Goodrich	Estimator			
		Lonnie Martinez	Xcel Energy	(303) 571-7654
		Brian Moffit	CU Boulder	(303) 492-1425
		Brad Dallam	City of Brighton (formerly Lafayette)	(303) 655-2033
Matt Wojtkiewicz	Project Manager			
		Andrea Long	City of Aurora	(720) 859-4346
		Adam Sommers	Aqua Works	(303) 883-4613
Don Meyer	Tunneling Superintendent			
		David Skuodas	UDFCD	(303) 455-6277
		Dave Shaw	CCD	(303) 446-3486
		Don Silar	Stantec	(970) 482-5922
Victor Sanchez	Open-Cut Superintendent			
		Amy Ward	MWWRD	(303) 286-3000
		Stacy Robert	City of Thornton	(720) 977-6252
		Angela Goodman	City of Aurora	(720) 859-4303



While we have multiple Estimators, Project Managers and Superintendents that are well-qualified to price, manage and build the Central Phase One project.

We are proposing a highly experienced team of

- **Matt Wojtkiewicz as Project Manager (15 years),**
- **Victor Sanchez as Open Cut Superintendent (33 years) and**
- **Don Meyer as our Tunneling Superintendent (35 years).**

All have a solid background in cooperative design delivery and will construct this project with a depth the expertise The Town of Johnstown and your residents deserve.

Key personnel will be committed to this pursuit throughout the duration of the project.

Proposed Project Team References

*Resumes Attached



Budget and Cost Control

Being involved in the early stages of design allows BTC staff to work with the design team to develop a realistic cost based on realistic production rates that the team can all agree to. The goal of our input during the design process must always be to figure out a way to build as much scope as possible on a given project at the lowest cost. Any cost savings realized during this process can then be used to expand the scope on a given project or can be saved for future projects.

Value engineering for this project will be critical due to the Town of Johnstown's limited budget and the potential need to construct a significant portion of the project using trenchless technologies. BTC has the ability to price and build both open cut and trenchless technologies with our own forces. Our Estimators and Superintendents are well versed in all trenchless methods and can price and compare the options to determine the best value for the Town of Johnstown.

Value engineering ideas will be developed during the design process, but typically there are always a few that come up throughout the construction process. The shared savings identified during design can be added to a risk allocation fund to be used as needed or can be used to add scope to the project once it nears completion.

The delivery schedule for this project (approximately 6 months) may require multiple crews and considerable resources to be working on the project. Coordination of this effort will require the creation of an accurate and highly detailed schedule that will be used to evaluate the various scenarios of crew allocation, and timelines. This evaluation will allow us to create the most efficient and cost-effective approach to completing the project.

The format of this CMaR will enable the contractor and design team to identify and assign cost to different risk items during development of the overall project cost. Typically, we will develop a risk registry with the team to assign cost and likelihood to each item. We will make sure enough risk is covered in the project contingency without being overly pessimistic. The use of the contingency should only be allowed when out of scope items are required by circumstances out of our control or when conditions exist that could not be anticipated.

During development of our final cost and during reconciliation of our cost with the third-party estimator our actual estimate will be shared with the team. It is our goal to provide this open book format so that all members of the team understand our planned crew sizes, equipment needs, and means and methods for the project.

As the project is constructed, we will produce monthly projections of the cost to complete the work. These projections will be used to compare estimated versus actual costs and to evaluate our project approach and determine if changes need to be made to our means and methods to stay on budget. BTC holds monthly internal budget meetings for all projects whereby company management can review each project and overall performance and adjust our construction practices and procedures, if necessary, to ensure the success of our projects and company profitability.



Construction Sequencing and Scheduling

BT Construction typically utilizes **Microsoft Project** for all project scheduling to identify the critical path for materials procurement and workforce scheduling. Since we typically do horizontal projects this level of scheduling capability is more than adequate to handle an overall project schedule, relay anticipated start and completion dates to subcontractors, and analyze the long lead time for special material and equipment items.

Initial project schedules are prepared during the design and procurement stage by the estimator with consultation from the Project Manager, Superintendent and other project team members. Upon project award, the BTC estimator, project manager and superintendent meet to refine the initial construction schedule and to add any additional details that may be necessary to track progress. Critical material or permit procurement items are identified so that immediate action can be taken. This schedule is then used to determine crews and equipment necessary to satisfy the contract requirements and meet the overall project constraints.

The schedule will typically be updated monthly to reflect any changes but can be updated more frequently if warranted. As the project progresses the project manager, superintendent, and project foremen will maintain a short interval 3-week look ahead schedule. This schedule is a great way to track what is happening that week and that month on the project and becomes a great communication tool for scheduling inspections, traffic control, and permitting needs. It will also contain a 1-week as-built schedule that can be used to update the overall project schedule. This is typically handled with the Microsoft Excel spreadsheet program.

These two tools enable the project team to adjust as needed while keeping critical completion dates in mind. If dates start to slide, additional manpower can be added to a crew, additional crews can be added, or more shifts can be added to make it work.

Sample Schedule



Quality Assurance / Quality Control

BT Construction, Inc. has created an excellent reputation for completing projects that meet or exceed the Engineer's and Owner's expectations for quality and efficiency. We have developed and implemented processes that we use on every project to ensure our projects are a success for all parties involved.

The building of a quality project starts with estimating and does not end until the project is 100% complete. A thorough understanding of the project plans and specification is essential to good quality control. We attempt to identify any apparent conflicts between plans and specifications, items that are not clearly defined, and differences between plans and actual project conditions. Project planning includes developing an accurate schedule and preparing material submittal documents that meet all specification requirements.

For the Sewer Interceptor project, the crucial quality control elements are:

- Inspection of materials as they are delivered to ensure they meet the project requirements.
- Putting materials that do not meet requirements in a designated hold area, so they are not used.
- Coordinating and setting hold points with compaction and other testing agencies so tests are completed as required.
- Establishing and communicating internal quality control measures such as gaging of pipe joints and measuring bolt torque to prevent leaks in pipe joints.
- Designing test procedures specific to this project so tests are effective and measure correct parameters.
- Developing recordkeeping requirements to properly document passing tests and correction of quality issues.
- Understanding that quality is everyone's responsibility and empowering our people with authority to stop the work if they see quality issues.



Alternative Project Delivery Experience

MICHIGAN DITCH TUNNEL – APDS

OWNER: City of Fort Collins
Owen Randall (970) 221-6809 (retired)
ENGINEER(S):
Stantec Consulting Services, Inc. - Don Silar (970) 449-8607
Lithos Engineering (Geotechnical) – Robin Dornfest (970) 373-3195



APDS approach to the Michigan Ditch Mud Slide. BT Construction provided design assistance during the winter of 2015, then rehabilitation and realignment of the existing water ditch through the mountain, behind an active landslide, in summer/fall of 2016. Using a 96" TBM, a 768 LF 96" OD curved tunnel with 630-ft radius was built. Ring beam and lagging were used as initial support and the 60" Hobas carrier pipe was grouted into place.

Completed 10/27/16 - Final Contract Amount=\$4.6M; BTC Team: John Beckos (PM), Don Meyer (Superintendent), Dave Emm (Estimator)

FOSSIL CREEK 14' PEDESTRIAN TUNNEL - APDS

OWNER: City of Fort Collins
Jason Stutzman (970) 222-1708
ENGINEER: Stantec
Don Silar (970) 449-8607



APDS delivery of 14' diameter tunnel, walls, drainage and walking path under BNSF railroad.

Completed 6/1/17 – Final Contract Amount=\$2.4M; BTC Team: John Beckos (PM), Don Meyer (Superintendent), Dave Emm (Estimator)

NECCO PHASE 3-48” CULVERTS - APDS

OWNER: City of Fort Collins
Sue Paquette (970) 224-6068
ENGINEER: Ayres Associates
Andrea Faucette (970) 223-5556

APDS delivery of a Auger bore 272 LF of twin 48" steel casings under the BNSF & Great Western Railroads, partially through existing 5'x10' box culverts. Dewatering required along caisson thrust blocks.

Completed 6/4/15; BTC Team: John Beckos (PM), Don Meyer (Superintendent), Dave Emm (Estimator)



THORNTON ZONE 4 - Design Build

OWNER: City of Thornton
Jim Jensen (303) 538-7332
ENGINEER: J&T Consulting
Jason Murray (303) 857-6222

The Design Build Institute of America (DBIA) awarded BT Construction, Inc. (BTC) the 2010 Design-Build Award of Excellence for the Best Project in the Water/Wastewater Project Under \$15 million category for the Zone Four 24" Interconnect Waterline Project. BT Construction, Inc. and J& T Consulting were selected as the design build team for the new 24" PVC waterline from Ura Lane & 103rd Avenue to 85th & Zuni Street. The approximately 15,000 LF of waterline was safely installed with no installation leaks, no failure in water quality tests or of any of the pressure tests performed on the line. In fact, the installed line exceeded design specifications for pressure testing. This project was a joint venture between the City of Brighton and the City of Thornton. Brighton had arranged to purchase water from the City of Westminster and would utilize Thornton's distribution system to move the water closer to Brighton. The Design-Build (D/B) team was required to develop ROW alternatives and cost estimates in the preliminary design, and to conduct easement negotiations once the alignment had been finalized.

Completed 6/15/10 - Final Contract Amount=\$5M; BTC Team: Mike Meiggs (PM), Mario Moreno (Superintendent), Victor Sanchez (Supervisor), Steve Tucker (Estimator)

SAND CREEK PARALLEL INTERCEPTOR REPAIRS – Design Build

OWNER: Metro Wastewater Reclamation District
Amy Ward (303) 286-3000
ENGINEER: HDR Engineering
Mike Gossett (303) 318-6280



2013 Flood damaged 39" MWWRD sanitary sewer line was replaced with 854LF of 42" Hobas sewer pipe, along with replacement of 15,000 CY of Sand Creek River Bank with creek bank armoring of 25,000 tons of rip rap.

Rehabilitation of two diversion structures included removal of 6000psi concrete plugs. Design Build process allowed team members to properly define scope and quickly move the project forward.

Additive change orders for additional work and deductive change orders for quantity under-runs, combined for substantial cost savings.

Completed 10/27/16 - Final Contract Amount=\$1.6M; BTC Team: John Beckos (PM), Victor Sanchez (Superintendent), Darryl Bragg (Estimator)



LITTLE DRY CREEK TUNNELS - Design Build

OWNER: Urban Drainage & Flood Control District
David Skuodas (303) 455-6277
ENGINEER: Muller Engineering Company
Christopher Kroeger (303) 988-4939

This Design Build project with UDFCD, Mueller Engineering and Brierley included three tunnels under Hwy 287, including one 280 LF of sanitary sewer 54" steel casing with 36" PVC carrier utilizing our Microtunnel (MTBM), one 300 LF sanitary sewer 30"-GBM Auger/HDD with 12" Fusible PVC carrier and one 280 LF of 129" RCP storm sewer-Tunnel Boring Machine (TBM). Tunnels were in difficult ground conditions, such as cobbles, gravels, running sands, and fills. BTC's versatility of technical resources and talents became quite evident in this project.

Project involved permitting through BNSF Railroad, CDOT, and Colorado Department of Health. Project site constraints included substantial groundwater contamination remediation, and multiple permitting agencies. Miscellaneous open cut work also included 129" RCP storm sewer, (2) creek crossings, and 500 LF of 10" and 6" PVC waterlines. Additional open-cut waterline work was added to the initial scope for Crestview W & S District and Northgate Water District.

Completed 6/1/14 - Final Contract Amount=\$3.8M; BTC Team: Brenden Tippetts (PM), Don Meyer (Superintendent), Dave Emm (Estimator)

HOLLY STREET-56TH AVENUE LIFT STATION ELIMINATION – Design Build

OWNER: South Adams County Water & Sanitation District
Abel Moreno (720) 206-0590
ENGINEER: Muller Engineering
Steve Hibbler (303) 988-4939

Design build with SACWSD, Muller Engineer and BTC. We researched 3 different alignments for the new gravity sewer line, and all agreed upon the option that would be the most cost effective and take the least amount of time to complete.

The project included 780' of auger bored 30" steel casing that we used the McLaughlin "Mighty Mole" head for the first time. We also installed 1225' of 15" PVC by open cut method, which included reconnecting 7 existing sewer services to the new main and installing 9 new 4' diameter manholes. We abandoned the existing main and lift station as well.

Completed 4/1/16 - Final Contract Amount=\$1.5M; BTC Team: Chris Gray (PM), Mario Moreno (Superintendent), Dave Emm (Estimator)

CU UTILITIES DISTRIBUTION ~Multiple Projects– Design Build

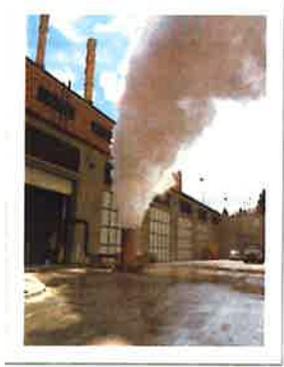
OWNER: University of Colorado-Boulder
Andy Jordan (303) 735-5410
ENGINEER: Martin/Martin
Bill Willis (303) 431-6100

CU Boulder Chilled Water Line @ Baker Hall (CP 168277) –

Design/Build and Replace 1320 LF of 20" TR Flex and 500 LF of 8" TR Flex Chilled Water Pipe at Baker Hall. *Completed 3/10/2013*

CU Boulder-Steam Condensate Return Pipe to WDEP–Phase 1-

Design Build 1000LF of 6" SCH80 steel pipe Return Condensate Line to WDEP Building in tunnel 6 from old power plant to new with clean-up of misc. items in tunnel (expansion joints, anchors, racks & stand modifications). *Completed 3/31/2015; BTC Team: Josh Livermore (PM), Mario Moreno (Superintendent), Eric Goodrich (Estimator)*





BTC is a proponent of using the teaming process to establish clear lines of communication and clear authority for decision making. Good teaming establishes the parameters for performance that will set the project up for success. **Establishing a solid team and clear process will be the first level of added value that BTC will bring to the project process.**

The pre-construction process will provide many opportunities for the team to investigate approaches that will help accelerate schedule, reduce costs and improve the overall quality of the final product. To help meet these ends, BTC will commit the correct resources from the very beginning of the design phase. These resources will include assigning the best team of Project Managers, Superintendents and Project Estimators to assist in design development and document review.

Early involvement of BTC's team in the design development will provide for the full spectrum of expertise to be applied for the duration of the project. Having the project professionals that focus on cost and the project professionals that focus on construction both invested in the design will help the team identify alternate approaches to lower risk and cost for the Town of Johnstown and the Contractor. Our experience clearly indicates that the earlier Field Personnel become involved, the more successful the project.



Safety Record

Safety is a key core value at BT Construction, Inc. We employ two full-time Safety officers and are committed to continual enhancement of our Safety Culture. **No OSHA Citations on any BTC jobsites in the past 10 years.** EMR for policy year 10/1/2019-10/1/2020 = 0.77

OSHA REPORTING YEAR	EMR- Policy Year	EMR	OSHA TRIR	OSHA DART	# Recordable Injuries	Hours Worked
2018	10/1/2018-10/1/2019	0.80	1.23	0.62	2	324,505
2017	10/1/2017-10/1/2018	0.90	1.66	0.00	3	360,646
2016	10/1/2016-10/1/2017	0.88	2.55	0.85	3	234,835

Rates are company-wide, information is not kept on a per crew basis.



Trade Subcontractors

Long standing, mutually beneficial trade relations are core to our company’s success. Partnering with our subcontractors is our approach with these valued relationships. If other types of subcontractors are required, we will prequalify each subcontractor as needed on a case by case basis.

BTC self performs:

- Open cut pipe installation
- Boring and tunneling
- Traffic control

BTC will have total control of all critical aspects of the project because all pipeline installation, including tunneling, will be completed by our own forces.

Necessary trade subcontractors for the Sewer Interceptor Phase One:

- Dewatering
- Seeding and Erosion Control
- Asphalt patching

BTC uses Kelly Dewatering almost exclusively for our dewatering needs on our projects. They have shown, over the years, that they have an unparalleled understanding of how to dewater pipeline and boring projects and they usually have the best price. They will thoroughly evaluate the conditions and recommend the best possible solution for the given soil condition. If the soils can be dewatered, they will guarantee a dry trench or they will come back and add additional wells at no additional cost to the project. As far as we can tell all or our competitors use Kelly Dewatering as well.

The seeding and erosion control subcontractors we typically use for our projects are:

- Western States Reclamation
- Down to Earth Compliance (DTEC)
- Environmental Logistics

These firms have proven to be easy to schedule, responsive to our needs, and reliable for warranty seeding when necessary.



The seeding and erosion control firm that we have a recent, very positive experience with that shows their ability to meet a tight time frame and accelerated schedule is Western States Reclamation.

BT Construction has worked in many environmentally sensitive areas over our company's history. A good example of this was our Fossil Creek Pedestrian Tunnel (APDS) we built for the City of Fort Collins from 2017-2018. The project involved installation of a 14FT diameter tunnel underneath the BNSF railroad tracks but, had to be built immediately adjacent to an active waterway, Fossil Creek. Access to the tunnel site was through the edge of the wetlands near the creek. We worked with a seeding and erosion control specialist, Western States Reclamation, to assist with upfront erosion control and final stabilization. Special training and coordination with the BNSF railroad was required to access the area around the tunnel to complete the final seeding work. Additionally, the project team minimized disturbance in the area by utilizing the future bike path alignment as the construction access roadway.



Asphalt patching on this project will be minimal since the work is mostly in open fields and we will tunnel under any critical roadways on the project. We have had good experiences with:

- Connell Resources
- Chacon Paving
- Colorado Asphalt Specialties Inc. (CASI)



Financial Information/Banking Reference

BT Construction, Inc. values relationships, we have partnered with City Wide Banks since 2005.

CONTACT INFORMATION:

Ron Hoskins, Senior Vice President – Commercial Banker
City Wide Banks
4600 S. Syracuse Street, Suite #150
Denver, CO 80237
303-365-8053
Hoskins@citywidebanks.com

CONFIDENTIAL FINANCIAL STATEMENT – Submitted Under Separate Cover

Bonding Company Reference

Surety provided by The Hartford Fire Insurance Company through our agent, Holmes Murphy.

CONTACT INFORMATION:

Mark Sweigart, VP Surety
Holmes Murphy
7600 E. Orchard Road
Suite 330 South
Greenwood Village, CO 80111
720-622-8359
MSweigart@holmesmurphy.com

The Hartford Fire Insurance Company has provided surety, performance and payment bonds since February 2005 through our agent, Holmes Murphy.

Bonding Letter



THINKING AHEAD

December 16, 2019

Town of Johnstown
450 Parish Avenue
Johnstown, CO 80534

RE: BT Construction, Inc.
Johnstown Sewer Interceptor(s) – Central Phase One

To Whom it May Concern,

Our agency is privileged to provide bonding services for BT Construction, Inc. (BTC) and we are happy to provide a reference on their behalf. We have known BT Construction, Inc. since their inception in 1980. We have watched this Company grow in size and stature and become a recognized leader in their industry.

All surety bonds for BTC are underwritten by The Hartford Fire Insurance Company through our agency. Hartford is an AM Best "A+, XV" (Excellent) rated surety, listed as an approved surety on the Department of Treasury's Circular 570. While no fixed limits have been established, we have generally agreed to provide individual bonds ranging in size of \$50,000,000 single with an aggregate capacity of \$100,000,000. Currently \$56,000,000 of that capacity is available.

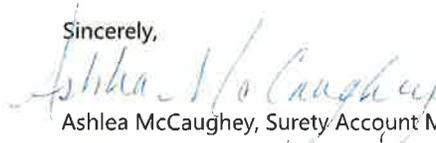
BTC has an exceptional track record of successful performance, including highly technical sewer and water projects, microtunneling, tunnelboring and jacking, pipe bursting, steam and chilled water pipelines, electrical duct banks and vaults, pothole vacuum excavation, and traffic control design and implementation. BTC has successfully tackled some of the most difficult projects in the Rocky Mountain Region and has always completed them in a timely and cost-effective manner.

BTC has developed a reputation for the highest quality work and has established an excellent working relationship with Owners, Engineers, Subcontractors and Suppliers. Accordingly, we stand ready to positively respond to any request from this client, subject to a favorable review of contract documents, specifications, and normal underwriting requirements at the time of the request.

Please note that the arrangement for Performance and Payment Bonds is a matter between BT Construction, Inc. and The Hartford, and neither the surety nor the agent assumes any liability to you or third parties if for any reason said bonds are not written.

We are happy to recommend BT Construction, Inc. to you. Please do not hesitate to call me at 720-622-8245 if we can provide additional information.

Sincerely,



Ashlea McCaughey, Surety Account Manager



Insurance Company

Insurance provided through our agent, Lockton Companies, LLC.

CONTACT INFORMATION:

Brad Gibson, VP
Lockton Companies, LLC Denver
8110 East Union Avenue
Suite 700
Denver, CO 80237
303-414-6004
Brad.Gibson@lockton.com

BT Construction, Inc. certifies that all insurance requirements per CMaR RFP can be met.



CMaR Costs and Fee

Fee Development

In the course of developing the fee for this project BT Construction worked to mirror the format provided by the owner. We have modified that format to a minor extent to reflect the realities of business practices. In the table and example below BTC has provided a definition of our markups and how we foresee applying those markups to the project.

To develop each of our markup BTC examined our cost models and reproduced the required costs to cover each of the components and the profit required for a successful project. Our Overhead percentage was extrapolated from our actual financials. Since BTC normally includes the field management in its overhead we pulled out that component from the total number to establish the Field Office markup. Our markup on Permanent Materials and Subcontractors reflects the costs of managing both of those components of the work. As defined in the table and example below BTC expects to apply a combination of the Overhead + the Field Office + the Profit to the Labor, Equipment and all other items not included in the Permanent Materials and Subcontractors scopes of work. We have stripped out the Bond and intend to apply it to the entire value of the project as that is how the cost of the bond will be calculated by our bonding company.

Further clarification of markup percentages will be completed at the time of final contract negotiation. We think it is important to note that BTC will be self-performing the tunneling work and that there will not be an additional layer of markup applied to tunneling work.

Johnstown Central Phase One - CMaR - Preconstruction Fee Estimate	
	Amount
Design Assist Costs	\$ 50,320.00
Potholing Costs	\$ 27,625.00
Totals	\$ 57,945.00

EXHIBIT B - POTHOLING

LINE #	Name / Description	Class / Vendor	Dates							TOTAL ST	TOTAL OT	UM	ST RATE	OT RATE	LABOR	EQUIP OWNED	
<i>Assumptions Made - 2 weeks of potholing (10 working days), survey by others, with some Superintendent support</i>																	
1 Week 1 - Utility Potholing - 4 to 6 potholes a day, for 5 days of the week for a total of 25 holes.																	
5	Name / Description	Class	Mon	Tue	Wed	Thur	Fri	Sat	Sun	TOTAL ST	TOTAL OT	UM	RATE	OT RATE	LABOR	EQUIP OWNED	
6	Supennendent	Supennendent	4.0	4.0	2.0	2.0	2.0	-	-	14.0	-	HR	\$ 110.00		\$1,540.00		
7	Supt. Truck	F-150 Truck	4.0	4.0	2.0	2.0	2.0	-	-	14.0	-	HR	\$ 23.00			\$322.00	
8	Supt. Small Tools	Small Tools	4.0	4.0	2.0	2.0	2.0	-	-	14.0	-	HR	\$ 12.00			\$168.00	
23	Pothole Truck (incl. 2 guys)	Pothole Truck	1.0	1.0	1.0	1.0	1.0	-	-	5.0	-	DAY	\$ 1,950.00			\$9,750.00	
10 Week 2 - Utility Potholing - 4 to 6 potholes a day, for 5 days of the week for a total of 25 holes.																	
11	Name / Description	Class	Mon	Tue	Wed	Thur	Fri	Sat	Sun	TOTAL ST	TOTAL OT	UM	ST RATE	OT RATE	LABOR	EQUIP OWNED	
12	Supennendent	Supennendent	4.0	4.0	2.0	2.0	2.0	-	-	14.0	-	HR	\$ 110.00		\$1,540.00		
13	Supt. Truck	F-150 Truck	4.0	4.0	2.0	2.0	2.0	-	-	14.0	-	HR	\$ 23.00			\$322.00	
14	Supt. Small Tools	Small Tools	4.0	4.0	2.0	2.0	2.0	-	-	14.0	-	HR	\$ 12.00			\$168.00	
15	Pothole Truck (incl. 2 guys)	Pothole Truck	1.0	1.0	1.0	1.0	1.0	-	-	5.0	-	DAY	\$ 1,950.00			\$9,750.00	
															Subtotals	\$3,080.00	\$20,480.00
															Margin %	15%	15%
															Margin \$\$	\$ 543.53	\$ 3,014.12
															Totals	\$ 3,623.53	\$ 24,094.12
															GRAND TOTAL	\$ 27,717.65	
															PROPOSAL TOTAL	\$ 27,625.00	



Preconstruction Phase Fee Estimate



Construction Phase Cost

Construction Phase Cost		
Item Description	Containing	
Fee Development	Overhead (home office, management, insurance, etc.)	10%
	Profit Percentage	3.5%
Cost of Work Development	Field Office Markup	6%
	Subcontractor Markup	15%
	Permanent Materials Markup	15%
	Equipment Markup – Overhead, Field Office and Profit Percentages (see example below)	
	Labor – Overhead, Field Office and Profit Percentages (see example below)	

Construction Phase Cost Example:

Description	Cost	Markup	Total
Permanent Material	\$602,598.00	15%	\$692,987.70
Subcontract	\$554,862.00	15%	\$638,091.30
Labor	\$1,425,896.00	19.5%	\$1,703,945.72
Equipment	\$1,502,746.00	19.5%	\$1,795,781.47
Misc./Fees/Permits	\$158,264.00	19.5%	\$189,125.48
Subtotal	\$4,244,366.00		\$5,019,931.67
Bond		1.5%	\$75,298.98
Total			\$5,095,230.65

The example above is designed to reflect that the owner believes that the pipe installation will lean heavily toward trenchless installation. As a general contractor that will perform all our own tunneling work BTC will have a very low subcontract presence on this project. BTC believes that the Owner will benefit from this by avoiding paying the double mark-up of the subcontractor and GC on the subcontractor. To clarify this is an example and does not reflect any assumed costs for the proposed project.

Design Phase and Construction Phase General Conditions Billable Hourly Rates		
Key Staff Member	Position	Rate
Josh Livermore	Executive Sponsor	\$150/hour
Rob Willis	Lead Estimator	\$130/hour
Eric Goodrich	Estimator	\$115/hour
Matt Wojtkiewicz	Project Manager	\$130/hour
Don Meyer	Superintendent	\$130/hour
Victor Sanchez	Superintendent	\$130/hour
Jordan Hurd or Perry Silvey	Safety Officer	\$90/hour
Clifford Mondragon	Traffic Control Supervisor	\$85/hour

Owned Equipment Rates for Design Phase and General Conditions	
Office Vehicle	\$20/hour
Supervisor Pickup	\$23/hour



Field Billable Hourly Rates*	
Foreman	\$77.05/hour
Operator CAT 245/365 (or equivalent)	\$66.16/hour
Equipment Operator	\$59.81/hour
Laborer	\$44.38/hour
Pipelayer	\$56.43/hour
Driver	\$60.06/hour
Superintendent	\$101.25/hour
Traffic Control Supervisor	\$63.38/hour
Vac Truck Driver	\$68.03/hour
Welder	\$68.14/hour

*Not including overhead and profit

The fee for the project will be developed by applying the construction cost factors listed above and as shown in the construction phase cost example above.

We will work with the Town of Johnstown and the engineers to evaluate all possible pipeline route options, material options, and constructability issues so that all possible construction scenarios can be evaluated. We will put together estimates for the cost of work for each of the options under consideration as the design progresses so the team can understand the cost, benefits, and risks associated to help make better decisions about how to design and build the project.

The following elements will be included in the estimate for evaluation by the team:

- Complete takeoff of all materials needed for the project
- Breakout of the project into work activities for pricing and scheduling
- Development of work crew and equipment composition necessary to complete the work
- Creation of a schedule for completion of the work including anticipated production rates
- Identification of areas of concern and worst/best case scenarios for contingency development
- Cost of necessary permits and approvals
- Field overhead including office trailer, utilities, and personnel to support the project

BTC uses Hard Dollar estimating software that allows for the project to be broken down into as much detail as necessary to fully understand the cost of each of the project work elements. The estimate can be easily modified to evaluate the impact of changes in the design and materials selection. Assumptions made about project conditions and the cost of risks associated with different aspects of the project can be adjusted as more information is gathered and project understanding evolves.

At the point when we feel comfortable with the design and contingencies is when we think the independent estimator should become involved in the process. The team will conduct a pre-bid meeting with the independent estimator to bring them up to speed on the project. The purpose of the meeting will be to present the bid schedule, discuss the project in detail with them, and get them familiar with the assumptions and contingencies that have been developed by the team, walk the job site and prepare them to produce their estimate. It is important that they have the same understanding of the project that we do so the two estimates are based on the same parameters.

Once the independent estimator has created their estimate we will meet as a team to evaluate any differences in the two estimates and reconcile the numbers. When everyone is comfortable with the numbers we will begin work on the project.



Resumes

Rob Willis – Lead Estimator

Eric Goodrich – Estimator

Matt Wojtkiewicz – Project Manager

Don Meyer – Superintendent (Tunneling)

Mario Moreno - Superintendent



Rob is a highly qualified Estimator with nearly 25 years of civil construction experience. Beginning his career as a laborer/pipelayer then advancing to Foreman, Project Manager and ultimately to Estimator, Rob's practical experience lends itself quite nicely to constructability review and Alternative Delivery teams. His ability to see the big picture and then drill down to the details, enhances the attainment of all of the project's overall goals – safety, efficiency, and cost-control.

BTC Project Experience

Education

Fort Lewis College BA

Colorado State University, Construction Management Certificate

Employment

BT Construction, Inc., 2014 – Present

Layne Heavy Civil, Inc., 2008 - 2014

ERS Constructors, 1995 - 2008

Fitzsimons Peoria Outfall – CMGC

\$20M

Redevelopment of the Fitzsimons Army Medical Center with the key component being the Peoria Street storm water upgrades. Project consisting of 5 work packages delivered in phases via CM/GC. Actively participating with the City of Aurora team to develop final construction design and pricing.

Todd Creek Interceptor

\$8,485,864

This project consisted of excavation and installation of approximately 9,780-LF of 36" PVC, 600-LF of 36" Hobas pipe, and 642-LF of 42" Hobas pipe for the City of Thornton gravity sewer interceptor pipeline. We also installed 24 6-foot diameter manholes and 1 8-foot diameter manhole with access roads, a flow metering structure with flume and rectangular approach channel, connections to existing facilities and provisions for future connections. This project required crossing the South Platte River (utilizing sheet pile coffer dams) and 2 irrigation ditches. We also completed 3 bores on this project; one we completed with a traditional 36" auger bore method (90-feet), the other 2 we completed with the McLaughlin cutting head trenchless method (150-feet and 350-feet). We bored under 2 main roads and an irrigation ditch at our discretion to avoid the impacts of traditionally open-cut trenching.

33rd Street Outfall-Phase 1

\$7,473,785

City and County of Denver Contract No. 201521653. 200 LF of 20'x4' RCBC, 340 LF of 11'x8' RCBC, and 400 LF of 120" RPMP by open cut. A portion of the 120" was installed in a 35' wide alley, 24' deep. Site conditions included contaminated soils and groundwater. 50' of 11' x 8' box was installed at an angle across Brighton Blvd., utilizing beam and lagging shoring, while maintaining two-way traffic at all times.

33rd Street Outfall-Phase 2

\$11,239,251

City and County of Denver Contract No. 201627408: Blake and 33rd St.: Twin side by side 96" Hand Tunnels (Steel Casing) under Blake St in dense sand and cobbles; approx 60 LF each, Blake and 31st.: 51" Micro Tunnel Hobas Pipe 451 ft under Blake St. from 32nd to 31st.: 120" Hand Tunnel under the UPRR Railroad & RTD Commuter Rail Tracks 250' in a clay and loose sand split face. Project also included open cut installation of 120" Hobas and 10'x8' RCBC, as well as two Cast-In-Place transition structures.



Eric is a highly qualified Estimator with nearly 16 years of civil construction experience. Eric began his career as a parts runner and quickly advanced to estimating large CDOT utility and paving projects. His strong desire for constant improvement and life-long learning is only eclipsed by his can-do attitude and infectious optimism.

BTC Project Experience

Rampart Pipeline Phase 5 \$330,814

The Rampart Appurtenances Design Phase V project is a project to protect and benefit assets belonging to City of Aurora. An existing, buried 54-inch diameter raw water lines will be worked on in 2 locations: the first one near the Roxborough Treatment Plant included excavation and removal of a 12" butterfly valve, cutting and capping the existing waterline, backfilling and site restoration. The second site, near the Denver Water Treatment Plant and consisted of the excavation and installation of a new vault with a 48" Butterfly valve and 8' manhole, backfilling and site.

North Greeley Sewer Phase 2 \$1,885,172

Excavation and installation of approximately 1300-LF of 36" PVC sewer pipe, this project also includes 2 hammer tunnels - 8th Ave Crossing - 217 LF 48" Casing and UPRR Crossing - 135 LF 48" Casing. We also performed river crossing of the Poudre River 265-LF of concrete encased 48" casing.

Orange Zone Phase 3 Waterline \$1,916,509

Installation of 5235 LF of 24" PVC Waterline for the City of Lafayette. Project included an 80 LF of 36" steel cased auger bore under Arapahoe Road. Extensive traffic control and attention to public safety along this very busy CDOT ROW.

Sterling West Main Street Waterline \$1,732,321

Waterline replacement consisting of 4000 LF of 12" and 16" PVC.

Employment

BT Construction, Inc., 2017 – Present

Oldcastle Precast., 2014 - 2017

Scott Contractors, 2003 - 2014



Matthew Wojtkiewicz

Project Manager



Matthew will oversee all phases of the construction project, including coordinating of workers, materials and equipment to ensure that all specifications are being followed and that work is proceeding safely, on schedule, and within budgets. Matt brings nearly fifteen years in civil utility project experience, focused primarily on pipeline installations and facilities, along with strong history of Value Engineering and Design Build.

PROJECT EXPERIENCE

EDUCATION

Bowling Green State University,
2004
BS Construction Management

EMPLOYMENT

BT Construction, Inc.,
2018-Present

Integrated Water Services, Inc.
2016-2018

MA Mortenson Construction
2015-2016

SJ Louis Construction, Inc.
2014-2015

Western Summit Constructors, Inc.
2004-2014

REFERENCES

AquaWorks
Adam Sommers
303-883-4613

City of Aurora
Andrea Long
720-859-4346

Lima Alley & Paris Alley Sewer Improvements

\$5,842,020

City of Aurora

Installation of 18250 LF of new sanitary sewer pipe, including three trenchless crossings.

Central Clear Creek WWTF Improvements

\$3,500,000

Central Clear Creek Water & Sanitation District

Design coordination, estimating and value engineering of 120,000 GPD MBR Treatment Plant.

Sterling Ranch (Design Phase Manager)

\$79,000,000

Dominion Water & Sanitation District

Design Phase Manager responsible for construction estimates for the design of lift station, sanitary interceptors, 23,000 LF of force main, and a 200,000 GPD Wastewater Treatment Plant.

Grand Island North Interceptor Phase 2

\$21,200,000

City of Grand Island Nebraska

Over 14,000 LF of 48" FRP sanitary sewer at an average depth of 24' deep. Extensive trench dewatering, 5 tunnels included 3 steel cased auger bores and 2 Microtunnels (MTBM).

Water One Transmission Main

\$11,800,000

City of Olathe Kansas

Over 13,000 LF of 42" bar wrapped concrete cylinder pipe and 11,000 LF of 60" steel pipe. Blasting of pipe trench prior to installation. 5 tunnels, including 2 tunnels in rock and one mixed face tunnel.

Bailey County Well Field Supply Pipeline Contract A

\$6,100,000

City of Lubbock Texas

Installation of over 10,000 LF of bar wrapped concrete cylinder pipe through high traffic city streets along with a connection to an existing concrete storage reservoir and valve vaults.



Don Meyer

Superintendent- BTrenchless



Don is a highly qualified Superintendent with 35 years of utility construction experience, of which over 20 years as a tunneling Superintendent. Don has completed many complex open cut civil infrastructure projects and the most challenging tunneling projects. Don is extremely creative and has shown a natural ability to solve problems and bring innovative ideas to every project.

PROJECT EXPERIENCE

EMPLOYMENT

BT Construction, Inc.,
1991-Present

Trainer Construction
1990-1991

Bestway Paving
1984-1989

Michigan Ditch

\$3,133,396

City of Fort Collins

Ft. Collins APDS - Michigan Ditch Mud Slide Design Build --- Alternative Product Delivery System related to the Michigan Ditch Mud Slide. BT Construction provided design assistance, then rehabilitation and realignment of the existing water ditch through the mountain, behind an active landslide, in summer/fall of 2016. Using a 96" TBM, a 768 LF 96" OD curved tunnel with 630-ft radius was built. Ring beam and lagging were used as initial support and the 60" Hobas carrier pipe was grouted into place.

Tollgate Interceptor

\$15,811,989

City of Aurora

Installation of approximately 10,000 LF of 42" gravity interceptor and manholes, and construction of 2 new diversion structures. Approximately 5500 LF of 54" tunnels, using microtunneling and tunnel boring machine methods, ranging in depths from 20 to 40 FT deep shafts in varying soils conditions from running sands to claystone. Project also included crossing of Tollgate Creek, and Sable Ditch.

REFERENCES

Mile High Flood District
(Urban Drainage & Flood
Control District)
Dave Skoudas
303-455-6277

City and County of Denver
Dave Shaw
303-446-3486

33RD Street Outfall – Phases 1 & 2

\$18,713,036

City and County of Denver

Phase 1: 200 LF of 20'x4' RCBC, 340 LF of 11'x8' RCBC, and 400 LF of 120" RPMP by open cut. A portion of the 120" was installed in a 35' wide alley, 24' deep. Site conditions included contaminated soils and groundwater. 50' of 11' x 8' box was installed at an angle across Brighton Blvd., utilizing beam and lagging shoring, while maintaining two-way traffic at all times.

Phase 2: Blake and 33rd St.: Twin side by side 96" Hand Tunnels (Steel Casing) under Blake St in dense sand and cobbles; approx. 60 LF each, Blake and 31st.: 51" Micro Tunnel Hobas Pipe 451 ft under Blake Street from 32nd to 31st :120" Hand Tunnel under the UPRR Railroad & RTD Commuter Rail Tracks 250' in a clay and loose sand split face. Project also included open-cut installation of 120" Hobas and 10'x8' RCBC, as well as two Cast-In-Place transition structures. Twin side by side 96" Hand Tunnels (steel casing)



Mario Moreno

Superintendent



Mario brings over twenty-five years of hands-on civil utility construction experience. He has a broad range of projects under his belt, from open-cut to trenchless, large diameter and small, facilities and structures, successfully built in all manner of settings – tight urban and educational campus settings, residential streets and open fields.

PROJECT EXPERIENCE

CU Boulder Utility Distribution (Multiple Phases/Multiple Projects)

>\$20M

University of Colorado at Boulder

BTC crews installed over 5 miles of utility pipeline in diameters ranging from 6" to 30" over a 5-year timeframe. Projects delivered via Design Build models and traditional Design Bid Build. New steam, chilled and condensate lines, utility tunnels, piping and vaults. Also included were a variety of storm drain, water and sanitary sewer installations & relocations. High density pedestrian traffic with tight worksite conditions requiring diligent attention to public safety.

Thornton Zone 4 24" Waterline - Design Build

\$4,940,202

City of Thornton

The Design Build Institute of America (DBIA) 2010 Design-Build Award of Excellence for the Best Project in the Water/Waste Water Project Under \$15M category for the Zone Four 24" Interconnect Waterline Project. BT Construction, Inc. and J & T Consulting were the design build team for the new 24" PVC waterline. The approximately 15,000 LF of waterline was safely installed with no installation leaks, no failure in water quality tests or of any of the pressure tests performed on the line. The installed line exceeded design specifications for pressure testing. The team was required to develop ROW alternatives and cost estimates in the preliminary design, and to conduct easement negotiations once the alignment had been finalized.

Todd Creek Interceptor

\$8,355,613

City of Thornton

This project consisted of excavation and installation of approximately 9,780-LF of 36" PVC, 600-LF of 36" Hobas pipe, and 642-LF of 42" Hobas pipe for the gravity sewer interceptor pipeline. We also installed 24-6' diameter manholes and 1-8' diameter manhole, access roads, flow metering structure with flume and rectangular approach channel, connections to existing facilities and provisions for future connections. This project required crossing the South Platte River and 2 irrigation ditches. We completed 3 bores on this project; one we completed with a traditional 36" auger bore method (90-feet), the other 2 we completed with the McLaughlin cutting head trenchless method (150-feet and 350-feet).

EMPLOYMENT

BT Construction, Inc.,
1992-Present

REFERENCES

City and County of
Broomfield
Ronda Jo Ackerman
303-464-5807

University of Colorado-
Boulder
Andy Jordan
303-735-5410

AGENDA ITEM 10E

Contract Award

**(Planning & Development
Project & Permit Tracking Software)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 3, 2020

ITEM NUMBER: 10E

SUBJECT: Planning & Development Project & Permit Tracking Software

ACTION PROPOSED: Approve contract award

ATTACHMENTS: CentralSquare/Superion Informational Brochure & proposed Contract

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Planning & Development Department has determined that to best serve the Johnstown community over the short and long-term, it is necessary to implement a project and permit tracking software that will include all development projects, land use decisions, and permitting. Such software is common in municipalities due to its ability to create a long-range resource of information for both current and historical development projects and permits.

There are a wide range of solutions on the market, with varying price points and functionality. The Planning & Development Director, Finance Director, and Town Clerk experienced numerous interactive conference calls and product demos, as well as spoke to several communities using the various software options to begin to understand what might work best for the needs to Johnstown, now and into the future. Software reviewed included:

- Accella
- Cascade Systems (ProCode)
- Caselle
- CentralSquare/Superion
- CitizenServe
- iWorQ
- SMARTGov
- ViewPoint Cloud

The primary goal was to find a user-friendly system that provides the best levels of Efficiency and Responsiveness, Document Management and Ownership of data, and Flexibility and Scalability as Johnstown grows. Other elements that were taken into account to ensure maximum return on the Town's investment included: task simplicity, customer facing options (i.e., submit/check permits and projects online), integration with 3rd-party software, appropriate automatic task assignments and communications, coordination of/with ancillary reviewers, templated letters and forms, customization options, implementation management and support, and flexibility of the application. Staff also looked at the longevity of the company and product, customer service availability and capabilities, and track record of innovation and investment in growing the capabilities of the software to better understand the lifetime costs and value of the software.

The software selected is provided by CentralSquare/Superion and is their advanced Community Development software, which staff feels best meets the Town's needs. It is known as "TRAKiT," and is used by more than 7,000 municipalities across the US, including Greeley, Windsor, Westminster, Aurora, and several other Colorado cities and counties. The Community Development module provides a cloud-based solution with:

- Planning Module (ProjectTRAK)
- Permitting/Inspections Module (PermitTRAK)
- Code Enforcement Module (CodeTRAK)
- Licensing Module (LicenseTRAK)
- GIS Integration (Standard)
- Bluebeam Electronic Plan Review Integration
- Citizen Engagement Portal
- Credit Card interface with Portal
- Mobile Field Inspections & Code Enforcement (iTRAKiT)

As most of this software is now marketed and sold as a "SaaS" (Software as a Subscription) service, the Town will incur an annual discounted fee of \$2000/user in 2020 at the time we "go live;" standard pricing for 2021 annual fees is anticipated to be \$2,500/user. Johnstown has identified seven users between administration, planning, public works, and building staff.

The majority of the 2020 expense for this software is in the project management, business systems consulting & setup, training, and implementation support from CentralSquare; thereafter the Town will incur only the annual user/hosting fees for this software. Staff felt the full phone and on-site support to get our processes and the software setup and functioning properly was worth the investment, and believes this software will handle the project and permit tracking needs of the Town well into the future, avoiding the need to upgrade software systems and the hefty switching costs (i.e., data migration, training, loss of efficiency) that are typically incurred with such transfers.

The contract states the term is for five years (#2), therefore staff ensured there is an appropriations/budgeting clause (#29, pg 11) upon which this contract would remain contingent. The goal is to configure and utilize a software system that is efficient and useful for the Town through the foreseeable future.

If approved, the Planning & Development staff will immediately start coordinating and working with CentralSquare's project implementation team on best practices and further designing our project and permitting processes, step-by-step, to customize the software for Johnstown. CentralSquare estimates that full set-up, implementation, and training to get to "go live" will take approximately eight months.

LEGAL ADVICE:

Town Attorney has reviewed the final contract.

FINANCIAL ADVICE:

\$145,000.00 is the total of the contract to purchase and implement this software, including estimated travel expense for on-site management and support. \$145,000 is approved for this purpose in the 2020 budget.

RECOMMENDED ACTION:

Approve a contract award.

SUGGESTED MOTIONS:

For Approval:

I move to approve the contract award to the CentralSquare (Superior LLC) for the Planning & Development project tracking software project in an amount not to exceed \$145,000.00.

For Denial:

I move that we deny the award and solicit additional bids.

Reviewed and Approved for Presentation:

Town Manager



CENTRAL SQUARE

COMMUNITY DEVELOPMENT

EASY-TO-USE COMMUNITY DEVELOPMENT SOFTWARE

Community Development Management Software is designed to enhance local government operations by automating permitting, managing inspections, regulating land use, and tracking projects, while providing visibility into status updates and allowing payment processing.

The Community Development system core is comprised of a series of tools that are tightly linked with a GIS-centric database, to provide an easy-to-use system for creating, issuing, and tracking any type of community development activity directly from the parcel fabric. A single-screen interface allows users to rapidly access all the tools in the system. The information-tree format helps users in any area to easily identify what development activity has occurred and its impact on future activity.



ROBUST SEARCH OPTIONS

Use a global keyword search to view all records with related data. Perform standard and advanced queries on the fly.



MULTI-RECORD REVIEW

View details of different permits, projects, cases, etc. from a single screen with the use of multiple tabs.



HISTORY DETAILS

Step easily through the most recently created or visited records to view and manage associated details.



RELATED SITE INFORMATION

View all related information (permits, code cases, complaints, projects, land records, etc.) in a tree format.



USER PREFERENCES

Determine information presented on personal pages.



A CORE TO COLLABORATE AND EMPOWER

A CENTRAL DIRECTORY FOR ARCHITECTS, ENGINEERS, AND CONTRACTORS

Get instant access to all information associated with people who frequently conduct business with the agency, as it relates to permits and projects. Professionals, including architects, engineers, contractors, and surveyors can be tracked. Common information associated with these contacts can be viewed from a single screen for quick accessibility.

MANAGEMENT FOR CODE ENFORCEMENT AND COMPLIANCE ACTIVITIES

Get incident and activity management, while tracking the workflow for all types of code enforcement activities from the time a complaint is received, through compliance of the incident. When a complaint or violation is entered on a property, CodeTRAK includes the ability to lock down the parcel record and place a flag on all records associated with the property.

CITIZEN RESPONSE MANAGEMENT

Capture, manage and organize citizen issues as they arise. As issues are received through the phone or internet, the tool assists. Recurring issues/complaints can all be linked together to ensure issues are handled in an appropriate manner.

PROPERTY DATA MANAGEMENT

Conduct a preliminary screening of a property and then link a project, permit or code complaint case directly using the comprehensive land data obtained from the Assessor's office.

PERMIT MANAGEMENT AND INSPECTION COORDINATION

Streamline the permitting process by tracking the unique workflows for all types of permits from initial application through issuance. Contact management, related permit information, plan review tracking inspector scheduling, financial details, and any other required information is captured in PermitTRAK.

MANAGEMENT OF PLANNING AND DEVELOPMENT ACTIVITIES

Manage the workflow for all types of projects through the project lifecycle, starting with the application through the review and approval process. All actions assigned and any conditions of approval can be recorded for future evaluation. By providing attachment capability, plans can be scanned with mark-ups and linked as part of the project's history.

MANAGEMENT OF VARIOUS LICENSES

Issue and track a variety of different license types, including animal, business, and facilities. Tailor fields according to license types, classification codes, and ownership types. At a glance, a user can quickly review all information pertinent to a specific record.

GIS INTEGRATION - STANDARD

Our state-of-the-art GIS integration allows users to manage all development activities, including permits, projects, land management, code enforcement, licensing, and inspections directly from the map. Visually search the map for development activity and display results in reports. Users can view related records associated with parcels, and even run queries to illustrate search results.



ADD-ON APPLICATIONS

GIS ADVANCED

GIS Advanced includes the Spatial/Advisory tool, which allows workflows based on the relationships between features in a geodatabase, and the SpatialConnect tool, which pulls in GIS information whenever a search is performed from TRAKiT, a link is refreshed from TRAKiT, or a record is created from the GIS interface of TRAKiT.

GIS INTEGRATION - STANDARD

Our state-of-the-art GIS integration allows users to manage all development activities, including permits, projects, land management, code enforcement, licensing, and inspections directly from the map. Visually search the map for development activity and display results in reports. Users can view related records associated with parcels, and even run queries to illustrate search results.

CITIZEN ENGAGEMENT - ONLINE CITIZEN AND CONTRACTOR ACCESS

Citizens can use our interactive web application to access permit, project, license, code, land, and inspection information. Users can request inspections, pay fees, upload plans, apply for permits, file complaints, and much more.

MOBILE

Inspectors and officers can carry and access information about permits, code enforcement cases, and related inspections on their iPad. Users can modify the inspection status, enter inspection results and notes, and schedule inspections in the field, even without a constant wireless connection.

VOICETRAKIT - INTEGRATED VOICE RESPONSE

VoiceTRAKiT incorporates Integrated Voice Response (IVR) solutions to provide inspection details using a touch-tone phone. VoiceTRAKiT allows inspectors and contractors to schedule or cancel inspections, and obtain inspection results 24-hours a day, without needing to contact building department staff.

MYCOMMUNITY APP

MyCommunity App gives the power to resolve matters and improve communities by reporting issues through a smartphone app. Users can select the type of issue, snap a photo, add comments, and submit. The app then routes the issue to the proper department for resolution. Users can receive updates on issues, news bulletins, emergency alerts, and more through the app.

ELECTRONIC PLAN REVIEW

Integrate plan review process with edits to the pdf with BlueBeam or complete blueprint overlays with Avolve ProjectDox flow.

PROJECT APPROVAL PROCESS





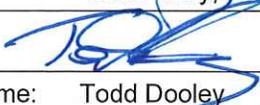
Superior Solutions Agreement

This Superior Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Superior, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**Superior**") and the Town of **Johnstown, CO** ("**Customer**"), a Colorado home rule municipal corporation, together with Superior, the "**Parties**", and each, a "**Party**".

WHEREAS, Superior licenses and gives access to certain software applications ("**Superior Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Superior Solutions and receive professional services described herein, and Superior desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

SUPERION, LLC.	TOWN OF JOHNSTOWN, CO
1000 Business Center Dr. Lake Mary, FL 32746	450 South Parish Ave. Johnstown, CO 80534
By: 	By:
Print Name: Todd Dooley	Print Name: Gary Lebsack
Print Title: CFO	Print Title: Mayor
Date Signed:	Date Signed:

1. Superior Solution: Public Administration

2. Term.

- 2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. Fees. In consideration of the rights and services granted by Superior to Customer under this Agreement, Customer shall make payments to Superior pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Superior Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Superior Solutions has been purchased.

- 4.4. "**Baseline**" means the version of a Superior Solution updated to the particular time in question through Superior's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. "**Component System**" means any one of the Superior Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Superior Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. "**Custom Modification**" means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any Person.
- 4.8. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. "**Defect**" means a material deviation between the Baseline Superior Solution and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control.
- 4.10. "**Documentation**" means any manuals, instructions, or other documents or materials that Superior provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Superior Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Superior Solutions as intended by this Agreement.
- 4.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. "**Maintenance**" means optimization, error correction, modifications, and updates to Superior Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.
- 4.16. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.18. "**Professional Services**" means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior.
- 4.19. "**Representatives**" means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. "**Superior Personnel**" means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superior.
- 4.21. "**Superior Solution(s)**" means the Component Systems, Documentation, Custom Modifications, development work, Superior Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Superior or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. "**Superior Systems**" means the information technology infrastructure used by or on behalf of Superior to deliver Superior Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superior or through the use of third-party services.
- 4.23. "**Support Services**" means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Superior Solutions that are not proprietary to Superior.

5. License, Access & Services.

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Superior hereby grants to Customer a non-exclusive, non-sublicenseable, and nonperpetual license to the current version of the Superior Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superior hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. Superior shall deliver to Customer the initial copies of the Superior Solution(s) outlined in Exhibit 1 by (a) electronic delivery, by posting it on Superior's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Superior's shipping point, and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Superior Solutions. The date of such delivery shall be referred to as the "**Delivery Date**."
- 5.3. Documentation License. Superior hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Superior Solutions.
- 5.4. Service and System Control. Except as otherwise expressly provided in this Agreement:
 - 5.4.1. Superior has and will retain sole control over the operation, provision, maintenance, and management of the Superior Solutions; and
 - 5.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Superior Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Superior Solutions, and conclusions, decisions, or actions based on such use.
- 5.5. Limitations. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including, if required by Superior, remote access to the Customer Systems. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

- 5.6. Exceptions. Superior has no obligation to provide Support Services relating to any Defect with the Superior Solutions that, in whole or in part, arise out of or result from any of the following:
- 5.6.1. software, or media on which provided, that is modified or damaged by Customer or third party;
 - 5.6.2. any operation or use of, or other activity relating to, the Superior Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Superior Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
 - 5.6.3. any negligence, abuse, misapplication, or misuse of the Superior Solution other than by Superior personnel, including any Customer use of the Superior Solution other than as specified in the Documentation or expressly authorized in writing by Superior;
 - 5.6.4. any Customer's failure to promptly install any New Releases that Superior has previously made available to Customer;
 - 5.6.5. the operation of, or access to, Customer's or a third party's system, materials or network;
 - 5.6.6. any relocation of the Superior Solution other than by Superior personnel;
 - 5.6.7. any beta software, software that Superior makes available for testing or demonstration purposes, temporary software modules, or software for which Superior does not receive a fee;
 - 5.6.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.7. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Superior Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Superior Solutions, and the Third-Party Materials are and will remain with Superior and the respective rights holders.
- 5.8. Changes. Superior reserves the right, in its sole discretion, to make any changes to the Support Services and Superior Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superior's services to its customers, the competitive strength of or market for Superior's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Superior Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superior issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.9. Subcontractors. Superior may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.10. Security Measures. The Superior Solution may contain technological measures designed to prevent unauthorized or illegal use of the Superior Solution. Customer acknowledges and agrees that: (a) Superior may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superior's rights, including all Intellectual Property Rights, in and to the Superior Solution; (b) Superior may deny any individual access to and/or use of the Superior Solution if Superior, in its reasonable discretion, believes that person's use of the Superior Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superior may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Superior Solutions.
6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Superior Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- 6.1. copy, modify, or create derivative works or improvements of the Superior Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Superior Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

- 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Superior Solutions, in whole or in part;
- 6.3. bypass or breach any security device or protection used by Superior Solutions or access or use the Superior Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. using good faith efforts, input, upload, transmit, or otherwise provide to or through the Superior Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Superior Systems, or Superior's provision of services to any third party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Superior Solutions, including any copy thereof;
- 6.7. access or use the Superior Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 6.8. access or use the Superior Solutions for purposes of competitive analysis of the Superior Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superior's detriment or commercial disadvantage or otherwise access or use the Superior Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Superior Solutions are accessed or used; (b) provide Superior Personnel with such access to Customer's premises and Customer Systems as is necessary for Superior to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Superior may reasonably request to enable Superior to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Superior Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superior of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While Superior Personnel are performing services at Customer's site, Superior will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superior in writing or in advance. Customer shall promptly reimburse Superior for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of Superior's performing Professional Services, Customer may, from time to time, provide Superior with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Superior Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superior a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superior, Superior's Affiliates and Superior's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

- 9.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how,

business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superior includes the Superior Solutions, all software provided with the Superior Solutions, and algorithms, methods, techniques and processes revealed by the Source Code of the Superior Solutions and any software provided with the Superior Solutions. Except for software, prior to disclosing Confidential Information to Customer, Superior shall conspicuously mark the information "Confidential." In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party").

- 9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.
- 9.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
- 9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- 9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
- 9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
- 9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 9.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 9.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10. Security.

- 10.1. Superior will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superior will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Superior Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Superior Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and

Intellectual Property Rights of Superion in the Superion Solutions and Documentation, and disclaim any liability or responsibility of Superion with respect to such Authorized Users.

11. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Superion Solutions and perform its other obligations under this Agreement; and
- 11.3. Superion shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

- 12.1. Software Warranty. Superion warrants to Customer that, during the Term of this Agreement, the Superion Solutions (as delivered to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement) will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.
- 12.2. Professional Services Representation and Warranty. Superion represents, warrants, and covenants to Customer that during the Term, Superion will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Superion within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Superion's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.
- 12.3. Support Services Representation and Warranty. Superion represents, warrants, and covenants to Customer that during the Term, Superion will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.
- 12.4. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SUPERION SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A SUPERION SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SUPERION**

SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERION'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superior: **Superion**
 1000 Business Center Dr.
 Lake Mary, FL.
 Phone: 407-304-3235 email: info@superion.com
 Attention: Senior Counsel / Contracts Department

If to Customer: **Town of Johnstontown**
 450 South Parish Ave.
 Johnstown, CO 80534
 Phone: *970-587-4664 email: *planning@townofjohnstown.com
 Attention: Planning & Development Director

14. Force Majeure.

- 14.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.
- 14.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. Mutual Indemnification.

- 15.1. Superion Indemnification. Superion agrees that it will at all times protect, defend and indemnify and hold harmless Customer, its officers, elected officials, directors, employees, agents, 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 otherwise arising in any manner from this Agreement and Customer's use of the Superion Solutions, except for liabilities, losses, claims, demands or actions resulting from Customer's negligent acts or omissions. Superion further agrees to indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Superion Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:
- 15.1.1. Third-Party Materials or Customer Data;
 - 15.1.2. access to or use of the Superion Solutions in combination with any hardware, system, software, network, or other materials or service not provided by Superion or specified for Customer's use in the Documentation;
 - 15.1.3. modification of the Superion Solutions other than: by or on behalf of Superion or with Superion's written approval in accordance with Superion's written specification;

15.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements expressly made available to Customer in the form of written notice by or on behalf of Superior; or

15.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Superior Indemnitee.

15.2. Customer Indemnification. To the extent permitted by law, Customer shall indemnify, defend, and hold harmless Superior and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Superior resulting from any Action by a third party (other than an Affiliate of Superior) that arise out of or result from, or are alleged to arise out of or result from:

15.2.1. Gross negligence (including willful misconduct) by Customer or an Authorized User acting on behalf of Customer in connection with this Agreement.

15.3. Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.

15.4. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPERION'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SUPERION SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16. Termination. This Agreement may be terminated:

16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superior's Confidential Information relating to the Superior Solutions, and within thirty (30) days deliver to Superior, or at Superior's request destroy and erase Superior's Confidential Information from all systems Customer directly or indirectly controls; and

17.2. all licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to Superior of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty days.

17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

17.4. Return of Customer Data. If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superior shall within 60 days following such expiration or termination, deliver to Customer in Superior's standard format the then most recent version of Customer Data maintained by Superior, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

17.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Superior Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), Superior will provide reasonable assistance. Superior and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superior and Customer in effecting Deconversion, as well as the appropriate date for completion. Superior shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superior's then standard rates.

18. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer

any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Superior's prior written consent, which consent Superior may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Superior's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

19. No Waiver. A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.

20. Dispute Resolution.

20.1. Exclusive Dispute Resolution Mechanism. The parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section.

20.2. Good Faith Negotiations. The parties agree to send written notice to the other party of any Dispute ("Dispute Notice"). After the other party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. If necessary to resolve the Dispute, the parties agree to participate in multiple conferences, in person, by telephone or by video conferencing, with decision makers that have authority to resolve the Dispute

20.3. Escalation to Mediation. If the parties cannot resolve any Dispute during the good faith negotiations either party may initiate mediation under Section 20.4.

20.4. Mediation. Subject to Sections 20.2 and 20.3, the parties may escalate a Dispute to a mutually agreed to mediator. The parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. If the parties are not able to agree upon a mediator, the parties shall participate in mediation at the Judicial Arbitrator Group ("JAG") in Denver, CO, and use a mediator chosen by JAG. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

20.5. Confidential Mediation. The parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

20.6. Litigation as a Final Resort. If the parties cannot resolve a Dispute through mediation, then either party may commence litigation in accordance with the provisions of regarding Jurisdiction and Governing Law.

21. Jurisdiction and Governing Law. This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Colorado excluding choice of law. Each party irrevocably agrees that venue for any legal action shall be in the County of Weld, State of Colorado. The prevailing party, to the extent permitted by law, shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

22. Severability. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

23. LIMITATIONS OF LIABILITY.

23.1. **LIMITED LIABILITY OF SUPERION. SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN CONNECTION WITH THIS AGREEMENT FOR THE INITIAL TERM OR RENEWAL TERM WHEN THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, SUPERION SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.**

23.2. **EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION**

PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

- 23.3. **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
24. **Third-Party Materials.** Customer is hereby advised that Superior provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Superior is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superior is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superior to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.
25. **Entire Agreement; Amendment and Modification.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on Superior letterhead issued by authorized Superior representatives and signed by Customer shall constitute an amendment to this Agreement.
26. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
27. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
28. **Cooperative Purchases.** This Contract may be used by other government agencies. Superior has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Superior and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
29. **Appropriation of Funds.** Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Customer 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.
30. **Incorporated Exhibits to this Agreement:**
- 30.1. Exhibit 1 – Project Cost Summary
 - 30.2. Exhibit 2 - Maintenance & Support Standards
 - 30.3. Exhibit 3 – Travel Expense Guidelines
 - 30.4. Exhibit 4 – Insurance Requirements
 - 30.5. Exhibit 5 – Scope of Work



EXHIBIT 1

Project Cost Summary

Cloud/Hosted Fees

Product Name	Quantity	Amount
Community Development: Advanced SaaS Subscription – Contract Startup Fee	1	10,000.00
Community Development: Advanced SaaS Subscription	7	14,000.00
	1	3,500.00
Total		27,500.00

Professional Services Development & Conversion

Product Name	Amount
Community Pro Development	25,560.00
Fusion Subscription Services	2,700.00
Total	28,260.00

Consulting

Product Name	Amount
Community Pro Consulting	55,980.00
Total	55,980.00

Training

Product Name	Amount
Community Pro Training	18,000.00
Fusion Subscription Services	3,240.00
Total	21,240.00

Project Management

Product Name	Amount
Community Pro Project Management	19,980.00
Total	35,820.00

Total Professional Services **125,460.00**

Travel & Living Expenses

Product Name	Amount
Public Admin Travel & Living Expenses Estimate	7,000.00
Total	7,000.00

Summary

Product/Service	Amount
Cloud/Hosted Annual Access Fees	17,500.00
Contract Startup Fees	10,000.00
Professional Services	125,460.00
Subtotal	152,960.00
Discounts	14,960.00
Total	138,000.00
Travel & Living Estimate	7,000.00
Total inclusive of any Maintenance, Travel & Living	145,000.00

Exhibit 1
Payment Terms

ONE TIME FEES

1. Start-Up Fees are due: 100% on the Execution Date.
2. Superior Professional Services Fees are due as follows: Project Planning, Project Management, Consulting, Development Services and Conversion are due as incurred monthly, as set forth in the Project Statement of Work. Training Fees, Travel & Living expenses and all other Professional Services are due as incurred monthly.
3. Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

RECURRING FEES

4. The Annual Subscription and Cloud/Hosting Fee is due: upon Go-Live, and annually thereafter on the anniversary date of Go-Live date during the Term and any Renewal Term.

ANCILLARY FEES

5. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) business days from date of invoice.
6. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior valid proof of exemption; otherwise, Superior will invoice Customer and Customer will pay to Superior all such tax amounts. For the avoidance doubt, Company will not assess Customer taxes for Solutions subscription fees and service fees.
7. If Customer fails to make any payment when due, then Superior may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, Superior may suspend performance or access until past due amounts have been paid.
8. Following the Initial Term of this Agreement, Superior reserves the right to increase the fee for on an annual basis not to exceed 5% of the fee amount charged for the preceding annual term, which will become effective beginning upon the first day of each subsequent annual term.

EXHIBIT 2
Support Standards (CLOUD)

1. Superion Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy an availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. 3rd party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Superion Solutions is 99.9% (“Availability Target”). “Service Period” means 24 hours per day Monday through Sunday each calendar month that Customer receives the Superion Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. Superion will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and Superion will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing for twelve (12) months thereafter (“Initial Support Term”), Superion shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a (“Renewal Support Term”). This renewal will continue until termination of this Agreement provided that, Superion shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement’s Initial Term.

2.3. **Measurement.** Service availability is measured as the total time that the Superior Solutions are available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at Superior's hosted environment. Superior has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override Superior's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

- 2.3.1.1. mutually agreed upon by Superior and the Customer.
- 2.3.1.2. paid, installed and maintained by the Customer.
- 2.3.1.3. non-invasive and may not reside on Superior's systems.

2.4. **Calculation.** Service Availability for a given month shall be calculated using the following calculation:

- 2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
- 2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.
- 2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. **Remedy.** If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by Superior, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Superior's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly Superior Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. Superior will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

- 3.1. Superior shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Superior Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.
- 3.2. "In-network" is defined as any point between which the data packet enters the Superior environment and subsequently departs the Superior environment. Any point of communications outside of the Superior protected network environment shall be deemed as "out-of-network." Superior is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

- 4.1. **Superior Solutions maintenance and upgrades.** Superior will provide all hosted systems and network maintenance as deemed appropriate and necessary by Superior. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.
- 4.2. **Hardware maintenance and upgrades.** Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.
- 4.3. **Emergency maintenance.** Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. Superior will attempt to notify the Customer promptly, however if no contact can be made, Superior management may deem it necessary to move forward with the emergency maintenance.

5. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Superior will make commercially reasonable efforts to respond to Superior Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Superior Solutions or results in loss, corruption or damage to Customer's Data.	Superior will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Superior Solutions or materially restricts Customer's day-to-day operations.	Superior will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Superior Solutions but a fault exists that restricts the Customer's use of the Superior Solutions.	Superior will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Superior Solutions.	Superior will respond within 24 hours of the issue being reported.	95%

5.1. Measurement. Superior shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

6. **Disaster Recovery.** Superior provides disaster recovery services for Superior Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, Superior will provide the ability to connect to the appropriate data center using software provided by Superior. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

7. **Exceptions.** Superior shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Superior Solutions, or documented Defect.

7.2. denial of reasonable access to Customer's system or premises preventing Superior from addressing the issue.

7.3. material changes made to the usage of the Superior Solutions by Customer where Superior has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Superior Solutions.

7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, Superior provides a continuous resolution effort until the issue is resolved.

9. **Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, Superior will prioritize these requests, and determine if extra time is needed to order equipment or software.

10. **Non-Production Environments.** Superior will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	Superion Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3 rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at Superion's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Superion Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Superion Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

- 12. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by Superion. It will reside at Customer's location but is, and shall remain the property of Superion.
- 13. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by Superion. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 14. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Superion Solutions.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from Superion or (ii) development work for enhancements or features that are outside the documented functionality of the Superion Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. Superion retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from Superion as a separate billable service.

16. Telephone Support & Support Portal

- 16.1. Hours. Superior shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). Superior shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to Superior reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist Superior in its efforts to diagnose, reproduce and correct the error. This support shall be provided by Superior at Customer location(s) if and when Superior and Customer agree that on-site services are necessary to diagnose or resolve the problem. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. Releases. Customer shall promptly install and/or use any Release provided by Superior to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Superior Solutions shall be furnished by means of new Releases of the Superior Solutions and shall be accompanied by updates to the Documentation whenever Superior determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a Superior support representative has been directly contacted by Customer either by phone, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer.

Travel Expense Guidelines

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superior Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superior will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superior shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Superion will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superior employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superior shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superior auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superior staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 4

Minimum Insurance Requirements

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for Superior or around Superior's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Superior in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

EXHIBIT 5
Scope of Work

The purpose of this project is to upgrade the Customer’s current Community software with CentralSquare’s Community Development, software system, to improve the Customer’s existing administrative processes to take advantage of industry best practices that best leverage the Community Development, software. The project scope is comprised of the software and services identified in the Agreement and further described throughout this SOW. Anything not specifically designated in the SOW should be considered out of scope and not part of this project.

Software Scope

Covered software does not include hardware, hardware vendor operating systems and/or other system software, Customer developed software, or third-party software. CentralSquare will deliver computer software and database structure for SQL/Server database.

The following list depicts the software and number of licensed users associated with the Agreement.

Community Development

- Permitting
- Projects and Planning
- Code Compliance
- Licensing
- Land Management (includes Basic GIS)
- Entity Management
- Citizen Response Management
- Geo Update Routine
- Mobiles
- Citizen Engagement
- Fusion

Licensed users – 7

Services Scope

The following outlines the proposed services for the project management, installation, configuration, training, testing, and other services work necessary for the implementation of the Community Development, software and represents a good-faith estimate based on our knowledge at time of the Agreement.

Service Description

Engagement	High Level Tasks	Deliverables
Planning/Project Initiation/Analysis	Completion of this following tasks are accomplished through a combination of onsite and remote visits: <ul style="list-style-type: none"> • Kick-Off Meeting • Formal Discovery Sessions at Start of Project 	<ul style="list-style-type: none"> • Decision Workbook

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> • Detailed Scope and Contract Review <ul style="list-style-type: none"> ○ Discovery/Design and Workflow Review ○ Conversion Scope Review • Assignment of Project Team and Identify Key Team Members • Identify improvement opportunities through a Workflow Analysis • Collaboratively Develop a Roadmap that Drives Implementation 	
Monitoring and Control/ Configuration	<p>Remote installation tasks consisting of the following:</p> <ul style="list-style-type: none"> • Software Installation • Application Installation • Network Architecture Review <p>Comprehension design and configuration task for the software solution:</p> <ul style="list-style-type: none"> • Creation of Workflow • Report Development • System Configuration • Third-party software Integration <p>Shared responsibilities for the following tasks:</p> <ul style="list-style-type: none"> • System Validation • Application Tests • Integration Testing • Parallel Testing 	<ul style="list-style-type: none"> • Monthly Status Report • Issues Log • Risk Register • Implementation Guide
Testing	<p>Completion of the following tasks are accomplished through a combination of onsite and distance learning sessions:</p> <ul style="list-style-type: none"> • End User Training • System Administration Training <p>Tasks to be completed at or near the end of the implementation project:</p>	<ul style="list-style-type: none"> • Test Workbook
Deployment/ Closeout	<ul style="list-style-type: none"> • Mock Go Live/Readiness Review • Go-live Activities • Post Go-live Onsite Support • Complete Project Documentation • Transition to Support Team 	<ul style="list-style-type: none"> • Go Live Cutover Plan • Service to Support/Customer Service Team Project Closeout Report

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> Transition to Customer Success Manager 	

Service Assumptions

- CentralSquare is implementing a Commercially Available Off-the-Shelf solution.
- Customer and CentralSquare expect that this SOW may be modified from time to time as mutually agreed, given that CentralSquare may be provided or may obtain a more thorough understanding of Customer's existing policies, practices, and operations through the post-contract planning and discovery process.
- Customer and CentralSquare will jointly develop a detailed and fully integrated project plan and schedule. Any significant or material changes to the project, once the project plan is finalized, may result in the need for a change order.
- Customer may obtain the services of an additional consultant to provide project review, advice, and consultation at their own cost. CentralSquare will make every attempt to cooperate with the efforts of this consultant within the context of Customer's participation, deliverable review, and approval timeframes identified within this SOW and the Agreement.
- Both the Customer and CentralSquare will furnish resources with appropriate skills and experience to handle the roles and responsibility described in this SOW.
- Travel and Living is based on the average number of trips in a project of this size and scope. Any additional trips requested by the customer will incur additional cost in the project.

Customer Responsibilities

- Customer will make resources available to assist as needed to fulfill the responsibilities herein.
- Customer will form a Project Team and will make their Project Team members available for meetings; consulting and training sessions; discussions and conference calls; and, other related project tasks or events requested by CentralSquare, or as indicated in the project plan.
- Customer will designate a representative as the Project Team's Project Manager. The Project Manager will be the primary point of contact for project coordination throughout the project.
- Customer Project Team members will respond to information requests from CentralSquare staff in a timely manner as to minimize delays in the project.
- Customer Project Manager, Project Team, Subject Matter Experts, and other key personnel (as determined by Customer) will participate in the Kick-Off Meeting.
- Customer will cooperate with CentralSquare Project Manager to develop a mutually agreeable schedule and agenda for the workflow discovery.
- Customer will participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Customer will provide access to servers as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation tasks.
- Customer will provide adequate breakout and conference space, as well as an adequate workspace for each onsite CentralSquare consultant, with access to network, Wi-Fi, telephone, and close proximity to the Customer Project Team.
- Customer will provide adequate training space and computers for the scheduled training throughout the project. The training spaces will include fully functioning networked computers, meeting the required CentralSquare hardware standards. CentralSquare may consider alternative meeting options such as WebEx, video conferencing, remote desktop, and conference calls when appropriate.
- Customer will act as the primary point of contact with non-CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.
- Customer will provide expertise in third-party data, data mapping, and data validation.
- Customer application owners will participate in testing activities.
- Customer will identify and schedule appropriate personnel to attend training.



- Customer will complete all tasks on the Customer Go-Live preparation checklist in the designated timeframes.
- Customer Project Manager and other key personnel (as determined by Customer) provide support and assistance throughout Go-Live event.

Out of Scope

- Legacy Data Conversion
- Development of ad hoc reports.
- Modifications to baseline reports, forms, web pages.
- Customized interfaces to the Community Development, software.

INFORMATIONAL

SOFTWARE AND EQUIPMENT LEASE

Parties and Contacts	
Browns Hill Engineering & Controls, LLC 8119 Shaffer Parkway, Unit C Littleton, CO 80127	Town of Johnstown 450 S. Parish Avenue Johnstown, CO 80534
Attn: Lynn Jensen, Chief Financial Officer E-mail: LJensen@BrownsHillEng.com	Attn: <u>Marco Carani</u> E-mail: <u>mcarani@townofjohnstown.com</u>
Referred to herein as "Browns Hill"	Referred to herein as "Lessee"

1. Lease Agreement and Term; Property Acceptance. Effective on the date set forth on the signature page of this Agreement, Browns Hill hereby leases to Lessee and Lessee hereby leases from Browns Hill, the hardware and software ("Property") described in the attached Exhibit "A" ("Property Schedule") for the period described on Exhibit "B" ("Lease Provisions Schedule"), both of which exhibits are incorporated herein by this reference. The capitalized terms defined in such exhibits shall have the same meaning in this Agreement as in such exhibits. The Lease Term shall commence on the date the Property is accepted by Lessee as evidenced by Lessee's execution of the Certificate of Acceptance attached hereto as Exhibit "C" ("Certificate of Acceptance") and delivery of the Certificate of Acceptance to Browns Hill. The Lease Term shall continue for the period set forth on the Lease Provisions Schedule. Notwithstanding that the Lease Term will begin after the effective date of this Agreement, the parties are obligated to comply with all provisions of this Agreement beginning on the effective date of this Agreement.

2. Beginning of Lease Term. The Lease Term shall commence on the date of Lessee's execution and delivery to Browns Hill of the Certificate of Acceptance, and shall continue for the period set forth on the Lease Provisions Schedule. The date of Lessee's execution of the Certificate of Acceptance shall be referred to the "Property Acceptance Date". Prior to execution of the Certificate of Acceptance, Lessee shall inspect the Property and give written notice to Browns Hill of any defect in or other objection to the Property. Upon execution of the Certificate of Acceptance by Lessee and delivery to Browns Hill, Lessee shall be conclusively presumed to: (i) have fully inspected the Property, (ii) have acknowledged that, upon information and belief, the Property is in full compliance with the terms of this Agreement, (iii) have acknowledged that, upon information and belief, the Property in good condition and repair and is functioning properly, and (iv) have acknowledged that Lessee is satisfied with and has accepted the Property in such good condition and repair.

3. Lease Payments.

a. Lessee agrees to pay Browns Hill the Total Lease Amount for the full Lease Term, in the amount of the Monthly Installments, pursuant to monthly invoices provided by Browns Hill.

b. Payment of the first Monthly Installment is made on execution of this Agreement, and its receipt is acknowledged by Browns Hill. The second Monthly Installment shall be due and payable thirty (30) days after the Property Acceptance Date. In the event the Property Acceptance Date is not the first day of a calendar month, Lessee shall pay a prorated amount of the Monthly Installment thirty (30) days after the Property Acceptance Date, based on the number of days in such calendar month. The succeeding Monthly Installments shall be payable in full within thirty (30) days after receipt of a monthly invoice during the Lease Term. The last Monthly Installment due hereunder shall be a prorated amount of the Monthly Installment equal to a full Monthly Installment amount less the prorated amount which was due thirty (30) days after the Property Acceptance Date.

c. All payments of the Monthly Installments shall be received by Browns Hill at the address set forth above, on the date due without notice or demand.

d. If Lessee fails to pay a Monthly Installment (or any other amount required to be paid to Browns Hill hereunder) within five (5) days after the due date thereof, Lessee shall pay to Browns Hill a late payment fee of ten percent (10%) of such payment amount. The late payment fee is due on the sixth (6th) day after the due date of the relevant payment. Interest on the unpaid Monthly Installment or other amount and the late payment fee shall accrue from their respective due dates until paid, at eighteen percent (18%) per annum, compounded annually.

4. Security Deposit. Lessee shall pay to Browns Hill on the date of execution of this Agreement, the security deposit ("Security Deposit") set forth on the Lease Provisions Schedule. The Security Deposit is paid to guarantee Lessee's full and faithful performance of all terms, conditions and provisions of this Agreement. If Lessee shall so perform, an equal sum shall be repaid without interest to Lessee after termination of this Agreement and return of the Property to Browns Hill. If Lessee fails to pay the Monthly Installments or other charges due hereunder, or otherwise is in default under this Agreement, Browns Hill may use, apply or retain all or any portion of the Security Deposit for the payment of any amount due Browns Hill or to reimburse or compensate Browns Hill for any liability, cost, expense, loss or damage (including attorneys' fees) which Browns Hill may suffer or incur by reason thereof. Lessee has no right to require Browns Hill to apply the Security Deposit in any manner; the decision whether to apply the Security Deposit to any amount due Browns Hill shall be made in the sole discretion of Browns Hill. If Browns Hill uses or applies all or any portion of the Security Deposit prior to the end of the Lease Term, Lessee shall deposit monies with Browns Hill sufficient to restore the Security Deposit to the full amount required by this Agreement within ten (10) days after written request therefore. Browns Hill shall not be required to keep all or any part of the Security Deposit separate from its general accounts. No later than ninety (90) days after (i) expiration of the Lease Term, or (ii) the date Lessee has returned all of the Property to Browns Hill, whichever is later, Browns Hill shall return to Lessee that portion of the Security Deposit which is not applied by Browns Hill as provided hereunder. No part of the Security Deposit shall be considered to be held in

trust, to bear interest or other increment for its use, or be prepayment for any monies to be paid by Lessee under this Agreement.

5. Installation and Testing. Browns Hill shall install the Property at the Location (defined on the Lease Provisions Schedule), shall conduct all testing to confirm that as of the time of installation the Property will perform the functions necessary for Lessee to use the Property for the Permitted Use (defined below), and shall conduct the training reasonably determined necessary by Browns Hill. Lessee is responsible for providing security to the Location, and shall limit access to the Property to authorized and trained personnel.

6. Maintenance; Service Level Agreement. Browns Hill shall comply with the Service Level Agreement ("Service Level Agreement") which is attached hereto as Exhibit "D" and is incorporated into this Agreement. Browns Hill shall provide for the service, repair, and maintenance of the Property, at its own expense, so as to keep the Property in the same condition, repair, appearance, and working order as it was on the Property Acceptance Date, ordinary wear and tear excepted. Browns Hill shall, at its own expense, replace any and all parts, devices and software which constitute the Property and which may from time to time become unusable, except as provided in Section 14 of this Agreement. All such replacement parts, devices and software shall become part of the Property, shall be owned by Browns Hill and shall be covered by this Agreement to the same extent as the Property originally covered by this Lease. Browns Hill shall have the right upon reasonable notice to Lessee to enter the Location and shall be given free access thereto and afforded necessary facilities for the purpose of inspection and maintenance of the Property.

7. Permitted Use of Property.

a. Lessee shall use the Property only for the Permitted Use set forth on the Lease Provisions Schedule, and for no other purpose. Lessee shall not use or permit the use of the Property in a manner that is unlawful, creates waste or a nuisance, or that causes damage to the Property or any person or other property. Lessee will exercise due care in the use and operation of the Property and will not install, use, operate, or maintain the Property improperly, carelessly, in violation of any applicable law, or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee agrees not to move the Property from the Location without prior written consent of Browns Hill, which may be withheld in the sole discretion of Browns Hill. Consent to move the Property may be granted subject to (i) supervision of the move by Browns Hill, and (ii) payment to Browns Hill of all costs of such supervision, including, but not limited to, travel to and from the Location, lodging near the Location, car rental, the hourly rate of the employee(s) of Browns Hill deemed by Browns Hill necessary to supervise the move, and any out of pocket costs related to the foregoing.

b. The software constituting any part of the Property, including software developed and owned by Browns Hill and software developed and owned by any third party (including any and all documentation relating to such software), is

leased (not sold) to Lessee for use only under the terms of this agreement, and subject to any applicable license agreement with respect to such third party software. Browns Hill and the third party owners of all software included in the Property reserve all rights not expressly granted to Lessee. The terms of this Agreement and any applicable license agreement for all third party software govern any software upgrades to such software during the Lease Term, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. Title and intellectual property rights in and to any content displayed by or accessed through the third party software belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such content. This Agreement does not grant Lessee any rights to use such content.

c. Lessee may not sublease, lend, redistribute or sublicense the Property. Lessee may not, and may not enable or allow others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of the software included in the Property, or any part thereof. Any attempt to do so is a violation of the rights of Browns Hill and the third party owners of the software included in the Property, and is a default hereunder.

d. During the Lease term and on termination of this agreement for any reason, Lessee may not make or retain any copies of software included in the Property, whether full or partial, including copies stored on a computer or other storage device or any other medium.

e. Lessee shall comply with the "Operating Instructions" regarding use of the Property which are attached hereto as Exhibit "E", as such may be amended from time to time by Browns Hill and delivered to Lessee.

8. Insurance. From the Property Acceptance Date until possession of the Property is returned to Browns Hill, Lessee shall maintain in effect insurance against all risk or physical loss or damage to the Property in an amount not less than One Million and No/100 Dollars (\$1,000,000.00). Such insurance shall be provided by a carrier reasonably acceptable to and preapproved by Browns Hill. All policies shall name Lessee and Browns Hill as insureds as their respective interests will appear, and such policy or policies may not be altered, amended, or canceled without thirty (30) days prior written approval by Browns Hill. Such approval may be withheld in the sole discretion of Browns Hill.

9. Taxes. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, the Property will be exempt from all taxes presently assessed and levied with respect to personal property. However, in the event the use, possession, or acquisition of the Property is found to be subject to taxation in any form (except for income taxes of Browns Hill or Lessee) Browns Hill will pay, as the same respectively come due, all sales taxes. The

Lessee shall pay all property taxes that may at any time be lawfully assessed or levied on, against or with respect to the Property (including without limitation, taxes levied against Lessee's leasehold interest), as the same become due. Any such taxes shall be invoiced to Lessee by Browns Hill, and payment shall be made as directed on the invoice no later than thirty (30) days after the invoice date.

10. Permits. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession, and use of the Property, if any, excluding software licenses which are to be obtained by Browns Hill. Lessee shall comply with all laws, rules, regulations, and ordinances applicable to the installation, use, operation of the Property, and if compliance with any such law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Property, such changes or additions shall be made by Browns Hill at the expense of Lessee after reasonable notice to Lessee (including the costs set forth in Subsection 14.b hereof).

11. Utility Charges. Lessee shall be responsible for (i) installation of the necessary electricity, air conditioning, light, heat, or power, telephone, internet or other utility service to the Location to be used in connection with the Property, (ii) payment of all charges for installation of such services at the Location, and (iii) payment of all costs of such service at the Location. Browns Hill shall have no responsibility with respect to such services, and in the event of the interruption of any such services there shall be no abatement or reduction of the Total Lease Amount or delay in the payment of any Monthly Installment.

12. Supplemental Equipment; Alterations and Updates. Lessee may not install any additional software, update any software included in the Property, or remove, alter, or copy any of such software without the prior written consent of Browns Hill. Lessee may not attach any other equipment to the Property or modify any software or equipment included in the Property without the prior written consent of Browns Hill. Permission to do any of the foregoing may be withheld in the sole discretion of Browns Hill. Any alterations or modifications accomplished by Browns Hill shall be performed on a "time and materials" basis, based on quoted prices provided to Lessee prior to commencement of such work. Any such equipment or software integrated with the Property shall be removed by Lessee upon termination of this Agreement as directed by Browns Hill, provided that removal will not damage the Property. Lessee shall not make any other alterations, changes, modifications, additions, or improvements to the Property.

13. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property, or any interest therein. If the same shall arise at any time, Lessee shall promptly, and at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance, or claim. Failure to do so shall be a breach of this Agreement.

14. Damage to or Destruction of the Property. Beginning on the Property Acceptance Date, Lessee shall be responsible for any loss, damage or destruction of the Property from any cause at all, whether or not such loss, damage or destruction is covered

by insurance. If the Property is lost, stolen, damaged or destroyed, Lessee will promptly notify Browns Hill of such event. In no event shall such loss or damage relieve Lessee of its obligation to pay the Monthly Installments and any other amounts due under this Agreement. In the event of such loss, damage or destruction, Lessee shall have the following obligations and options:

a. In the event the Property is stolen or destroyed so as to be totally unusable for the Permitted Use, Browns Hill shall promptly replace the Property to return it to good working order within forty eight (48) hours. This may include the use of temporary equipment at the sole discretion of Browns Hill. Lessee shall pay One Hundred percent (100%) of the Replacement Value as of the Date of Acceptance to Browns Hill no later than ninety (90) days after the date the Property is stolen or becomes totally unusable. Lessee shall continue to timely make all Monthly Installments required hereunder through the end of the Lease Term. Any payments made to Browns Hill by any insurance company on account of the Property being stolen or rendered unusable shall reduce the Replacement Value as of the Date of Acceptance due from Lessee. Upon payment of (i) the Replacement Value as of the Date of Acceptance to Browns Hill, (ii) payment of the amount of all Monthly Installments due after the date the Property is stolen or becomes totally unusable, and (iii) payment of all other amounts due hereunder, this Agreement shall continue until terminated pursuant to the terms contained herein.

b. In the event the Property is partially damaged or destroyed (or only a portion of the Property is stolen) but the Property is not totally unusable, Browns Hill shall promptly repair the Property to return it to good working order within forty eight (48) hours. This may include the use of temporary equipment at the sole discretion of Browns Hill. Lessee shall pay all costs necessary to return the Property to good working order within sixty (60) days of Lessee's receipt of written notice of the total amount of such costs. Such costs shall include, but not be limited to: (i) all costs to replace or repair any of the Property, (ii) the hourly rate of the employee(s) of Browns Hill who repair or replace the damaged or destroyed Property, (iii) the costs of such employee(s) travel to and from the Location, lodging near the Location, car rental, and any out of pocket costs related to the foregoing. Lessee shall continue to timely make all Monthly Installments required hereunder and comply with all other obligations hereunder through the end of the Lease Term. Any new equipment or software which replaces the portion of the Property which was partially damaged, destroyed or stolen, shall become part of the Equipment for all purposes hereunder.

c. Notwithstanding any provision of this Agreement to the contrary, Lessee shall have no responsibility or obligation to repair or replace the Property if the damage or destruction to the Property is caused by the negligence or intentional acts of Browns Hill, its employees, or agents. In that event, Browns Hill shall replace any such damaged or destroyed equipment or software at its cost. The Monthly Installments shall abate for the period of time beginning on the date of such damage or destruction and continuing until the Property is fully functional.

The Lease Term shall be extended for a like period. Any new equipment or software which replaces the portion of the Property which was damaged or destroyed, shall become part of the Equipment for all purposes hereunder.

d. For purposes of this Agreement, the Property shall be considered totally unusable if the Property can perform none of the functions which constitute the Permitted Use.

15. Liability; Indemnification.

a. To the fullest extent permitted by Colorado law Lessee shall and does hereby agree to indemnify, protect, defend with counsel approved by Browns Hill, and hold harmless Browns Hill, and its officers, directors, employees, representatives and agents (collectively "Browns Hill Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorneys' fees, costs and expenses), and other claims of any nature, kind, or description by any person or entity, arising out of, caused by, or resulting from Lessee's use, possession and operation of the Property and which are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Lessee, anyone directly or indirectly employed by Lessee or anyone for whose acts Lessee may be responsible or liable. The provisions of this Section shall not be construed to eliminate or reduce any other indemnification or right which any Browns Hill Indemnitee has by law. Browns Hill acknowledges that as a Colorado public entity, Lessee is limited in its ability to agree to indemnify Browns Hill. Therefore, the parties agree that Lessee's obligation hereunder is limited to amounts appropriated during the then calendar year for the Monthly Installment lease payments set forth herein.

b. To the fullest extent permitted by law, Browns Hill shall and does hereby agree to indemnify, protect, defend with counsel approved by Lessee, and hold harmless Lessee, and its officers, directors, employees, representatives and agents (collectively "Lessee Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorneys' fees, costs and expenses), and other claims of any nature, kind, or description by any person or entity, arising out of, caused by, or resulting from any negligent act, negligent omission or willful misconduct of Browns Hill, anyone directly or indirectly employed by Browns Hill or anyone for whose acts Browns Hill may be responsible or liable. The provisions of this Section shall not be construed to eliminate or reduce any other indemnification or right which any Lessee Indemnitee has by law.

c. To the fullest extent permitted by law, Browns Hill shall and does hereby agree to indemnify, protect, defend with counsel approved by Lessee, and hold harmless the Lessee Indemnitees from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorneys' fees, costs and expenses), and other claims of any nature, kind, or description by any person or entity, arising out of, caused by, or resulting from a claim that the

software developed by Browns Hill which is included in the Property (excluding any third party software) infringes any patent, copyright, trademark or other proprietary interest of any third party; provided that such claim arises out of Lessee's use of the Property which is in accordance with the provisions of this Agreement.

d. Each party entitled to indemnification hereunder shall serve written notice of the claim for indemnification, along with supporting documentation, on the party from whom the indemnification is sought hereunder. The indemnifying party shall have the right to defend any litigation, action, suit, demand, or claim for which indemnification may be sought unless the indemnified party elects to defend any such litigation. If the indemnifying party defends the litigation, action, suit, demand or claim, the indemnified party shall extend reasonable cooperation in connection with such defense, which shall be at the indemnifying party's sole expense. If the indemnifying party fails to defend the same within a reasonable period of time, the indemnified party shall be entitled to assume the defense thereof, and the indemnifying party shall be liable to repay the indemnified party for all expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) if it is determined that such request for indemnification was proper. If the indemnifying party shall not have the right to assume the defense of any litigation, action, suit, demand, or claim in accordance with either of the two preceding sentences, the indemnified parties shall have the absolute right to control the defense of such litigation, action, suit, demand, or claim; provided, however, that litigation, action, suit, demand, or claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld. In the event the indemnified party assumes the defense of any such litigation, action, suit, demand, or claim, the indemnified party shall keep the indemnifying party reasonably informed of the progress of any such defense (including any proposed compromise or settlement).

16. Prohibition Against Assignment or Sublease.

a. Lessee shall not assign, transfer, pledge, or hypothecate this Agreement or its rights hereunder, sublease the Property, or any part thereof, or any interest therein, permit the Property to be used for any purpose not permitted by this Lease, without the express written permission of Browns Hill. Permission for any of the foregoing may be withheld by Browns Hill in its sole discretion.

b. Browns Hill may not assign this Agreement or any rights or obligations hereunder (except the right to receive payments hereunder) without the express written permission of Lessee. Permission for such assignment may be withheld by Lessee in its sole discretion.

c. Any assignment of Browns Hill's right to receive payments hereunder shall be in writing and Lessee shall receive prompt written notice of such assignment. Any such assignment shall in no way burden Lessee with any

additional obligations other than those set forth in this Agreement, nor shall it limit any rights provided Lessee hereunder including its right to peaceful possession and use of the Property. Lessee shall not be required to execute any additional documents as a result of such assignment. If Browns Hill assigns its rights to receive payments hereunder, Lessee's duty to make payments hereunder will be fully discharged by directing such payments to the last assignee of which it has been given written notice at the address to be included in said notice, and Browns Hill hereby agrees to indemnify Lessee against any claims which may arise, over and above those obligations undertaken by Lessee in this Lease because of the failure of Browns Hill to promptly or properly accomplish any assignment (or sub-assignment) of its rights hereunder, or to promptly or properly notify Lessee thereof.

17. Default by Lessee. If any amounts due from Lessee hereunder are not paid within five (5) days after such amounts are due, Lessee shall be in default under this Agreement. In the event of Lessee's breach of any provision of this Agreement not requiring payment, Browns Hill shall give Lessee notice of such breach, and Lessee shall be in default if such breach is not cured within ten (10) days after the date of such notice. In the event of a default, Browns Hill may either (i) terminate the Agreement at the end of the month in which such default occurs, or (ii) not terminate the Agreement and take such legal action as is necessary to recover the full amount due under this Agreement for the entire Lease Term. Any amounts not paid when due shall accrue interest at a rate of eighteen percent (18%) per annum from the date of such breach. In addition, in the event of Lessee's default, Browns Hill may pursue any one or more of the following remedies (which shall be cumulative and exercisable concurrently or separately as Browns Hill, in its sole discretion, may determine):

a. Browns Hill may retake possession of the Property without terminating this Agreement, by giving Lessee at least ten (10) days written notice of the date and time Browns Hill will retake possession of the Property. On the date and time Browns Hill is to retake possession of the Property, Lessee shall cooperate to allow Browns Hill to enter upon Lessee's premises and take possession of the Property. Lessee shall continue to be responsible for the payment of Monthly Installments until the default is cured, at which time Browns Hill shall return the property to Lessee at Lessee's expense.

b. Browns Hill may terminate this Agreement and retake possession of the Property by giving Lessee at least ten (10) days written notice of the date and time Browns Hill will retake possession of the Property. On the date and time Browns Hill is to retake possession of the Property, Lessee shall cooperate with Browns Hill to allow Browns Hill to enter upon Lessee's premises and take possession of the Property.

c. In the event Browns Hill retakes possession of the Property, Browns Hill shall be under no obligation to make any attempts to sell or re-lease the Property, or any portion thereof, or to seek to mitigate its damages resulting from Lessee's breach of this Agreement in any manner. Lessee waives any claim, counterclaim

or defense which would seek to require Browns Hill to mitigate its damages. Lessee specifically acknowledges that this provision is reasonable because of (i) the customized nature of the Property, which makes the property mostly unusable to other potential lessees, and (ii) the time spent and costs incurred by Browns Hill to install and test the Property and train Lessee's personnel, which Browns Hill would recoup through lease payments, and which would be required to be incurred if the Property were leased to a new lessee.

18. Default by Browns Hill. Lessee's rights to terminate this agreement and/or receive credit against amounts due hereunder are set forth in the Service Level Agreement.

19. Property Return at End of Lease Term. Upon expiration or termination of this Agreement, Lessee shall release the Property to Browns Hill in the same condition, repair, appearance, and working order as when the Property was installed at the Location (as may be modified by express written consent of Browns Hill pursuant to Section 12 above), normal wear and tear excepted. Such release shall be accomplished by Browns Hill taking possession of the Property at the original installation location, unless Browns Hill and Lessee agree to another place of delivery.

20. Personal Property. The Property is and shall at all times be and remain personal property, notwithstanding that the Property, or any part thereof, may now be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real Property or any building thereon or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws, or otherwise.

21. Browns Hill's Right to Perform for Lessee. If Lessee fails to make any payment or fails to perform or comply with any of its covenants or obligations hereunder, Browns Hill may at its election make such payment or perform or comply with such covenants and obligations. In that event, the amount of such payment and the expenses incurred by Browns Hill, together with interest thereon at the maximum rate permitted by law or the rate of eighteen percent (18%) per annum, whichever is the lesser, shall be payable to Browns Hill by Lessee. Lessee's failure to perform or comply with any of its covenants or obligations hereunder shall be a breach of this Agreement. No election to perform or pay by Browns Hill shall constitute waiver of any covenant or obligation of Lessee or of any future default, and Browns Hill is under no obligation to take any actions described in this Section.

22. Cancellation for Non-Appropriation of Funds. If the term of this Lease extends for more than twelve (12) months (or if it extends beyond the last day of Lessee's fiscal year in which this lease is executed, if such fiscal year ends less than twelve (12) months after the Property Acceptance Date), the obligation of Lessee to pay Monthly Installments for any period beyond the first twelve (12) months (or beyond the last day of Lessee's fiscal year in which this lease is executed, if such fiscal year ends less than twelve (12) months after the Property Acceptance Date) is expressly contingent upon appropriate funds being budgeted and appropriated therefor. The term of this Lease may be extended upon agreement of the parties, provided the extension is reduced to writing

and mutually executed, and shall be extended if appropriate funds are budgeted and appropriated therefore. In the event the Lease is not extended past the first twelve (12) months (or beyond the last day of Lessee's fiscal year in which this lease is executed, if such fiscal year ends less than twelve (12) months after the Property Acceptance Date), Lessee shall cooperate with Browns Hill to retake possession of the Property, without the necessity to invoke legal proceedings to accomplish such repossession. In that event, Lessee gives up all right to possess the Property, and Browns Hill may apply the Security Deposit to pay (i) the reasonable costs and expenses incurred by Browns Hill to effect repossession, including any reasonable attorney fees and costs incurred to effect possession, (ii) the reasonable costs and expenses incurred by Browns Hill to prepare the Property for resale or re-leasing, and (iii) any other costs and expenses incurred by Browns Hill which are necessitated by the failure of Lessee to extend the lease beyond the first twelve (12) months (or beyond the last day of Lessee's fiscal year in which this lease is executed, if such fiscal year ends less than twelve (12) months after the Property Acceptance Date). The foregoing provision is intended to comply with the Colorado Taxpayers Bill of Rights (Article X, Section 20 of the Colorado Constitution) and shall be construed to comply with that provision of the Colorado Constitution.

23. Publicity. Browns Hill agrees that it shall not publicize the fact or details of this Agreement, or disclose, confirm, or deny any details thereof to third parties or use any photographs or video recordings of Lessee's employees or use Lessee's name in connection with any sales promotion or publicity event without the prior express written approval of Lessee.

24. ~~Confidential Information; Non-Disclosure.~~ Browns Hill and Lessee acknowledge that they or their employees may, in the performance of their obligations under this Agreement, come into the possession of proprietary or confidential information owned by or in the possession of the other. The proprietary or confidential information of Browns Hill includes all details of the vmSCADA system and its integration with the third party software and hardware comprising the Property and all "Operating Instructions" regarding use of the Property which are attached hereto as Exhibit "E". Browns Hill shall conspicuously mark any other proprietary or confidential information with the term "CONFIDENTIAL." Neither party shall use any such confidential information for its own benefit or make such information available to any person, firm, corporation, or other organization, whether or not directly or indirectly affiliated with Browns Hill or Lessee, unless required by law. The confidential information of both parties shall be considered a "Trade Secret" of the party providing the information, as that term is defined in the Colorado Uniform Trade Secrets Act, Section 7-74-101, C.R.S., et seq., and shall be entitled to all protections provided in that Act. Lessee acknowledges that Browns Hill may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, which is gathered periodically to provide and improve the utility of the Property, facilitate the provision of software updates and product support related to the Property, and to verify compliance with the terms of this Agreement. Browns Hill may use this information solely for the purposes described in this Section. Notwithstanding any provision of this Agreement to the contrary, all facility process information generated through use of the Property shall be proprietary or confidential

information of the Lessee and shall be entitled to all protections set forth in this Section. Lessee shall require all employees who use the Property to execute a document acknowledging their obligation to be bound by the provisions of this Section, and shall provide copies of such documents to Browns Hill on its request.

25. Browns Hill Not Debarred. Browns Hill represents and warrants that neither it nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from the United States (“U.S.”) federal government procurement or non-procurement programs, as listed on the System for Award Management website (www.sam.gov) maintained by the U.S. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity. Browns Hill will provide immediate written notification to Lessee if, at any time prior to award, Browns Hill learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when Lessee executes this Agreement. If it is later determined that Browns Hill knowingly rendered an erroneous certification, in addition to the other remedies available to Lessee, Lessee may terminate this Agreement for default by Browns Hill.

26. Notices and Communications. Any notice or other communication which may be required or which may be given under the terms of this Agreement, shall be deemed sufficiently given if personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or e-mailed (with follow up letter by 1st class, registered or certified mail which is mailed on the same date), and addressed to the parties as set forth in the “Parties and Contacts” on p. 1 of this Agreement. The date of service by mail of any notice or other communication required or which may be given under the terms of this Agreement shall be the date on which the same is received by the addressee. However, any notice sent by certified or registered mail which is unclaimed or refused by the intended recipient shall be deemed for the purposes hereof to have been served on the date of the first attempted delivery. The date of service by e-mail shall be the date the e-mail is transmitted to the intended recipient. Either party may, by prior written notice to the other party, change the address to which any notice or communication hereunder may be given to such party.

27. Dispute Resolution. In the event any dispute arises between the parties related to the subject matter of this Agreement (including its exhibits or documents executed in conjunction with this Agreement), the parties shall submit the matter to mediation before a mutually agreeable mediator prior to commencing litigation. If the parties are not able to agree upon a mediator, then the parties shall participate in mediation at Judicial Arbitrator Group (“JAG”) in Denver, CO, and allow JAG to pick the mediator. The cost of the mediation shall be split equally between the parties. Nothing contained in this Agreement shall preclude either party, as appropriate, from seeking injunctive relief in a court of competent jurisdiction for breaches of this Agreement including, but not limited to the breach of any confidentiality provisions herein.

28. Miscellaneous.

a. Anti-discrimination. Browns Hill is an equal opportunity employer, and agrees not to discriminate against any employee, contractor or applicant for employment or contract labor because of race, creed, color, national origin, sex, sexual orientation, age, physical defect or disability, or any other class of person legally protected in the jurisdiction where Browns Hill is located with regard to but not limited to employment upgrading, promotion or transfer, recruitment or recruitment advertising, layoffs or termination, or selection for training.

b. Governing Law and Venue. This Agreement was executed in Weld County and Jefferson County, Colorado. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado (excluding its conflicts of laws rules). The parties agree that venue for any proceeding or litigation, judicial or non-judicial, arising out of the subject matter of this Agreement shall lie exclusively with the courts of Weld County, Colorado.

c. Section Headings. All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.

d. Severability. If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

e. Cumulative Remedies. No remedies or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

f. Survival of Provisions of Agreement. The obligations set forth in Sections 4 and 8 through 24, and any other right or obligation in this Contract that, by its terms, exists, is intended to be performed or may be performed after termination or Closing, shall survive Closing or termination of this Agreement.

g. Non-Waiver of Defaults. Any failure of either party at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of such party at any time to avail itself of same.

h. Prior Agreements; Amendments. This Agreement and all Exhibits hereto and the Instructions described in Section 7.e of this Agreement contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. All such documents shall be considered one integrated agreement. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties

hereto or his respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by all parties hereto.

i. Independent Contractor Status. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Browns Hill is an independent contractor and is not an employee, partner, joint venturer, or agent of Lessee.

j. Attorney Fees, Costs and Expenses. In the event any action, proceeding or litigation, judicial or non-judicial, arises out of the subject matter of this Agreement, the prevailing party, to the extent permitted by law, shall be entitled to payment of all costs, expenses and attorney fees incurred, including those incurred on appeal and for collection of a judgment.

k. Authority. Lessee represents and warrants that it has the power to enter into this Agreement; that all procedures required for the authorization and execution of this Agreement, including competitive bidding, if applicable, have been taken or complied with; that all payments made hereunder will be paid out of funds which are legally available for such purposes; and that Lessee has appropriated funds, or has encumbered funds which have been appropriated to it, for payment of all amounts due under this Agreement for the first calendar year, or portion thereof, with the obligations thereafter and any further appropriations being as set forth in paragraph 22 above.

l. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement. It is also agreed that separate counterparts of this Agreement may separately be executed by the parties all with the same force and effect as if the same counterpart had been executed by all parties.

m. Authority to Execute. The individual executing this Certificate of Acceptance warrants to Browns Hill that such person has sufficient authority to bind Lessee. Such individual represents and warrants that he or she has the power and authority to execute and deliver this Certificate of Acceptance on behalf of Lessee.

Executed on this ____ day of _____, 20 ____.

Browns Hill Engineering & Controls, LLC

Lessee: Town of Johnstown

By: _____

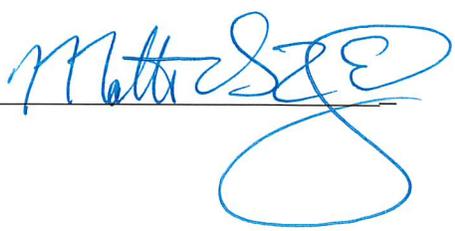
By:  _____

EXHIBIT "A"
TO
SOFTWARE AND EQUIPMENT LEASE
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
TOWN OF JOHNSTOWN

Execution Date: _____

PROPERTY SCHEDULE

This Property Schedule is an attachment to and is incorporated into that Software and Equipment Lease (the "Agreement") referenced above.

QTY.	SERIAL #	NAME	DESCRIPTION
1		Dell PowerEdge Tower Server	10 Core CPU, 32GB RAM
4		Dell OptiPlex Micro Presenter	
8		Dell Touch Monitor	23"
1		4TB NAS	Backup Appliance
1		Firewall	Fortigate 60E Firewall
1		vSphere ESXi	
2		Windows Server 2016	
1		vRanger Appliance	
1		Ignition HMI Full Suite	
6		Ubiquiti WAP	Wireless Access Point
4		Eaton 550VA UPS	UPS
4		Microsoft Office	2019 Standard
4		Symantec Endpoint Protection	Anti-Virus
1		Terminal Server	
1		Eaton UPS	PW9130 750VA
2		Apple iPad Pro w/Case	Cellular (Verizon)
4		Windows 10 Professional	

Browns Hill Engineering & Controls, LLC

By: _____

Lessee:
Town of Johnstown

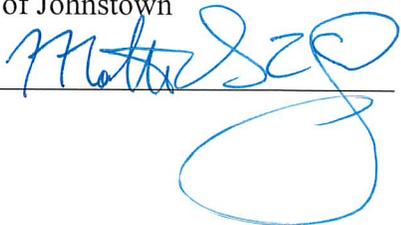
By:  _____

EXHIBIT "B"
TO
SOFTWARE AND EQUIPMENT LEASE
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
TOWN OF JOHNSTOWN

Execution Date: 1/21/2020

LEASE PROVISIONS SCHEDULE

This Exhibit is executed pursuant to that Software and Equipment Lease (the "Agreement") referenced above. Capitalized terms defined in the Agreement shall have the same meaning in this document. The provisions set forth below are incorporated into the Agreement by this reference.

Security Deposit: \$17,479

Location of Property: Town of Johnstown

Replacement Value of Property at acceptance date: \$174,798

Permitted Use: The Property will be used for centralized monitoring and control for field sites over long-distance communications networks, including monitoring alarms and processing status data, for local control operations (e.g. opening and closing valves and breakers, collecting data from sensor systems, and monitoring the local environment for alarm conditions) for the Water Treatment Plant system operated by Lessee.

Lease Term: Sixty (60) months ¹

Number Of Monthly Payments: Sixty (60)

Total Lease Amount: \$174,798

Monthly Installment: \$2,913.28

Payment method: Check, Credit Card

¹ The Lease Term shall begin on the Property Acceptance Date, and shall terminate on the day before the corresponding date in the calendar month which is the number of months in the Lease Term after the Property Acceptance Date. For example, if the Property Acceptance Date is January 15, 2014 and the Lease Term is 60 months, the Lease Term shall end on January 14, 2019.

The above is agreed to as of this ____ day of _____, 20____.

Browns Hill Engineering & Controls, LLC

Lessee:
Town of Johnstown

By: _____

By: 

EXHIBIT "C"
TO
SOFTWARE AND EQUIPMENT LEASE
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
TOWN OF JOHNSTOWN

Execution Date: 1/29/2020

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance is executed and delivered pursuant to that Software and Equipment Lease (the "Agreement") referenced above. Capitalized terms defined in the Agreement shall have the same meaning in this Certificate of Acceptance.

Lessee hereby acknowledges and verifies the information set forth below as of the _____ day of _____, 20____, which shall be the Property Acceptance Date as that term is defined in the Lease Agreement.

1. Lessee acknowledges and agrees that the Property set forth on Exhibit "A" to the Agreement has been installed at the Location and as of the Property Acceptance Date, and:

- a. Lessee has fully inspected the Property,
- b. Upon information and belief, the Property is in full compliance with the terms of this Agreement,
- c. Upon information and belief, the Property is in good condition and repair and is functioning properly,
- d. Lessee is satisfied with and has accepted the Property in such good condition and repair, and
- e. There exist no offsets or defenses to the obligations of Lessee under the Agreement.

2. Lessee personnel who will be responsible for operating the Property have been provided adequate training on how to properly operate the Property.

3. Lessee has obtained the insurance required by Section 7.d of the Agreement, and has provided the required Certificate of Insurance to Browns Hill.

4. The individual executing this Certificate of Acceptance warrants to Browns Hill that such person has sufficient authority to bind Lessee. Such individual represents and warrants that he or she has the power and authority to execute and deliver this Certificate of Acceptance on behalf of Lessee.

(move the following line to the next page)
LESSEE: Town of Johnstown

By: 

Receipt of the "Certificate of Acceptance" is hereby acknowledged:

Browns Hill Engineering & Controls, LLC

By: _____

EXHIBIT "D"
TO
SOFTWARE AND EQUIPMENT LEASE
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
TOWN OF JOHNSTOWN

Execution Date: 1/21/2020

SERVICE LEVEL AGREEMENT

This agreement is entered into between Browns Hill and Town of Johnstown, Colorado ("Lessee") in conjunction with a "Software and Equipment Lease" of even date herewith ("Lease") whereby Lessee leases the vmSCADA system developed and owned by Browns Hill Engineering & Controls, LLC ("Browns Hill"), and the integrated third party software and hardware defined as the "Property" in the Lease. This Service Level Agreement ("SLA") is an integral part of the Lease and the terms of this Agreement are incorporated into the Lease; all capitalized terms defined in the Lease (including its exhibits) shall have the same meaning in this SLA as in the Lease. This SLA is effective on the Property Acceptance Date, continuing until the last day of the Lease Term.

1. Service. Browns Hill provides financial backing to its commitment to achieve and maintain the Service Levels described herein for the Property. If Browns Hill does not achieve and maintain the Service Levels for the Property as described in this SLA, Lessee will receive a credit towards a portion of the Monthly Installments due under the Lease. The terms of this SLA will not be modified during the Lease Term.

2. Definitions.

a. "Available" means the Property is able to provide all of the data processing, communication and other functions necessary to fulfill the Permitted Use. If the Property is not able to provide all of such functions due to any reason described in Section 8 below, the Property shall still be considered Available. If the Property is not able to provide such functions because of (i) an Incident which commenced with one of the causes set forth in Subsections 8.d to g (inclusive) below, and which cause was subsequently cured, but (ii) which triggered a period of Downtime because the Property is not Available for reasons not set forth in Subsections 8.d to 8.gg (inclusive) below, the Property shall be considered Available during the entire period the Property is not able to provide such functions.

b. "Downtime" means a period during which functions of the Property are not Available to authorized users of the Property. A period of Downtime begins upon receipt of a properly completed Trouble Ticket by Browns Hill. Downtime ends when Browns Hill has determined that the Property is once again Available to all authorized users. Browns Hill will provide a copy of the Trouble Ticket,

including a calculation of the Downtime with respect to the Incident reported on the Trouble Ticket, within a reasonable period of time after the Property becomes Available. All Downtime shall be classified as set forth in Section 5 below.

c. "Incident" means (i) any single event, or (ii) any set or series of events, which result in Downtime for which a Trouble Ticket is submitted to Browns Hill. An incident may also simply be the discovery by Lessee that a function of the Property is not working properly.

d. "Downtime Minutes" shall mean the total number of minutes of Downtime for each system during a calendar month. All partial minutes of Downtime shall be rounded down to the next whole minute. Downtime and credits for Downtime shall be determined on a system by system basis. For example, if Lessee has 3 systems and all 3 systems experience 30 minutes of Downtime, then Downtime credit for each system shall be considered separately as 30 minutes per system, not 90 minutes in aggregate. "Downtime Equivalent Minutes" shall mean the number of Downtime Equivalent Minutes calculated as set forth in Section 5 below.

e. "Monthly Uptime Percentage" is calculated using the following formula for each calendar month during the Term:

$$\frac{(\text{Total Available System Minutes} - \text{Downtime Equivalent Minutes}) \times 100}{\text{Total Available System Minutes}}$$

f. "Scheduled Downtime" means periods when any or all of the data processing, communication and other functions necessary to fulfill the Permitted Use cannot be used by Lessee, because of network, software or hardware maintenance or upgrades being performed by Browns Hill as set forth in Section 9 below.

g. "Service Credit" is the amount to be credited to Lessee and applied to the next Monthly Installment following a calendar month in which the Service Level Commitments set forth in Section 3 below were not met.

h. "Service Level" means the performance metric(s) with respect to the Property and set forth in Section 3 below.

i. "Trouble Ticket" shall mean either an electronic or physical document which contains the information described in Section 4 below. Electronic tickets may either be submitted electronically (i.e. through Browns Hill's website, www.vmscada.com) or verbally (either by telephone or in person). If an electronic Trouble Ticket is submitted to Browns Hill, it will be considered received by Browns Hill upon completion of its submission by Lessee. If Lessee submits the information required by Section 4 below verbally (either by telephone or in person), the Trouble Ticket will be considered received by Browns Hill upon

completion of the physical Trouble Ticket by a representative of Browns Hill after the information described in Section 4 below is provided to such representative.

j. "Total Available System Minutes" means the total number of minutes in a calendar month. For this purpose the following is the total number of minutes in a full calendar month, per user:

Number of Days in Month	Number of System Minutes in Month
28	40,320
29	41,760
30	43,200
31	44,640

3. Service Level Commitment. Browns Hill commits to the following Monthly Uptime Percentage for the Services:

- a. 99.70% for vmSCADA (the small system); and
- b. 99.90% for vmSCADA Plus (the large system).

If the Monthly Uptime Percentage falls below the referenced percentages, for any given calendar month, Lessee will receive a Service Credit to be applied to the next Monthly Installment(s) as set forth in Section 6 below.

4. Trouble Ticket. In the event of an Incident, Lessee must submit a "Trouble Ticket" to Browns Hill. The Trouble Ticket must include the following information:

- a. A detailed description of the Incident;
- b. The number and location(s) of affected users (if applicable); and
- c. Detailed descriptions of Lessee's attempts to resolve the Incident at the time of occurrence.
- d. Priority (1-5 with 5 being the highest level of priority)

The Trouble Ticket must be submitted electronically (i.e. through Browns Hill's website, www.vmscada.com), unless Lessee determines that the Incident requires emergency resolution. In that event, the Trouble Ticket may be submitted verbally (either by telephone or in person) to Browns Hill at the telephone number provided to Lessee. Browns Hill will evaluate all information reasonably available and make a good faith judgment on whether a Service Credit is owed. Browns Hill will use commercially reasonable efforts to process claims during the subsequent month and within forty five (45) days of receipt. Lessee must be in full compliance with the Lease during the full period of the Downtime in order to be eligible for a Service Credit. If Lessee is not in full compliance with the Lease during the full period of Downtime, such Downtime will not be included in the calculation of the Monthly Uptime Percentage for that calendar month. If Browns Hill determines that a Service Credit is owed to Lessee, the Service Credit will be applied to the next occurring Monthly Installment.

5. Calculation of Downtime Equivalent Minutes. A Service Credit shall be based on the amount of "Downtime Equivalent Minutes" for an applicable calendar month, as follows:

Class of Downtime	Calculation of Downtime Equivalent Minutes
Class A Downtime	Minutes of Downtime/1 = Downtime Equivalent Minutes
Class B Downtime	Minutes of Downtime/2 = Downtime Equivalent Minutes
Class C Downtime	Minutes of Downtime/3 = Downtime Equivalent Minutes
Class D Downtime	Minutes of Downtime/4 = Downtime Equivalent Minutes
Class E Downtime	Minutes of Downtime/5 = Downtime Equivalent Minutes

For this purpose, "Downtime" shall be classified as follows:

- a. Class A Downtime – Most Severe: The Property is completely unavailable. Examples – "blue screen of death", no functionality, business operations significantly impaired.
- b. Class B Downtime – Major: The Property is only partially or periodically functional. Example – The Property is periodically rebooting the operating system or applications. Operation of the Property, and therefore business operations, are partially impaired.
- c. Class C Downtime – Moderate: The Property is generally available but some operational control is impaired and some data loss is occurring. Example – the historian archive is unavailable and data is lost.
- d. Class D Downtime – Minimal: The Property is available but functionality is incomplete or sluggish. Business operations are not impaired, but may be delayed or retarded. Example – setpoint changes due to system issues take 2-3 times the normal period to take effect.
- e. Class E Downtime – Minor: The Property is not operationally impaired, and only the least critical functions are not available causing inconvenience or annoyance but not operational impairment. Example – sticky keyboard keys.

Different Classes of Downtime may be applicable to different portions of a distinct period of Downtime. For example, if immediately after the occurrence of an Incident no functions of the Property are being fulfilled, the Downtime will be Class A Downtime. If different functions of the Property are subsequently restored and only the functions described in Subsection (d) of this Section are not Available, the Downtime would change to Class E Downtime from that point in time going forward. If different Classes of Downtime might be applicable to a period of Downtime, the highest Class of downtime shall be applicable to such period. For this purpose, Class A Downtime is the highest Class of Downtime, and Class E Downtime is the lowest Class of Downtime.

6. Service Credit for Downtime. In the event Lessee experiences any Downtime during a calendar month, Lessee shall receive a "Service Credit" to be applied to the Monthly Installment(s) due after the amount of the Service Credit is calculated by Browns Hill and communicated to Lessee. The amount of the Service Credit shall be determined as follows:

The maximum Service Credit available for any calendar month is equivalent to the Monthly Installment fee for that month. If the Monthly Uptime Percentage set forth in Section 3 is met for a calendar month, Lessee shall not be entitled to a Service Credit for that calendar month. If the Monthly Uptime Percentage for a calendar month is not met, the Service Credit will be 0.06944444 percent of the Monthly Installment for each Downtime Equivalent Minute which exceeds the allowable amount of monthly Downtime based on the Service Level Commitment set forth in Section 3.

Except as provided below, Service Credits against the Monthly Installments are the sole and exclusive remedy for any performance or availability issues with respect to the Property under the Lease and this SLA unless it is determined that the Service Credit exceeds the amount of the Monthly Installments remaining due from Lessee under the Lease. Lessee may not unilaterally offset the Monthly Installments or any other payment due from Lessee to Browns Hill for any performance or availability issues. Refunds of Monthly Installments will not be made unless the Service Credit exceeds the amount of the Monthly Installments remaining due from Lessee under the Lease. In that event, any Service Credit Amount which is not applied to Monthly Installments shall be paid to Lessee no later than the date the Security Deposit is due to be refunded (if at all) to Lessee under the Lease. Notwithstanding any other provision contained herein, if the Property materially fails to perform as anticipated or is consistently not Available, Lessee, after providing thirty (30) days written notice to Browns Hill to cure, may terminate the Lease if Browns Hill is not able to cure the default during the thirty (30) day period.

7. Monthly Availability Report. Browns Hill will provide a monthly "Availability Report" to Lessee, with each invoice provided under the Lease. Each Availability Report will show the following information for the prior calendar month:

- a. A list of Incidents for which a Trouble Ticket was submitted to Browns Hill during the month;
- b. The duration of Downtime for each such Incident, including the date and time the Downtime commenced and ended;
- c. The number of Lessee's systems who were the subject of Downtime for each such Incident;
- d. The Monthly Uptime Percentage for the relevant month;
- e. The amount of any Service Credit to which Lessee is entitled for the month; and
- f. Any additional information determined by Browns Hill.

8. Limitations. If the Property is unable to provide the data processing, communication and other functions necessary to fulfill the Permitted Use solely for any of the reasons set forth in this Section (either a single reason or a combination of such reasons), the Property shall still be considered Available. The reasons set forth in this Section are:

- a. During all Scheduled Downtime described in Section 9 below.
- b. During pre-release, beta and trial periods for any function (as determined by Browns Hill).
- c. Any issues discovered by Browns Hill through its monitoring, maintaining or updating of the Property, which are resolved by Browns Hill through Scheduled Downtime or otherwise without a loss of function.

d. The failure, malfunction, unavailability or inadequacy of components or services otherwise necessary for the Property to function properly, but which components or services are not provided by Browns Hill and are not part of the Property. This includes, but is not limited to, instruments, valves, switches, gates, communications, internet service, telephone service, transport facilities, utility power, HVAC, security and the like.

e. Lessee's use of the Property in a manner not consistent with any written or verbal instructions from Browns Hill to Lessee.

f. Any Incident which results from Lessee's unauthorized action or lack of action when required, or from Lessee's employees, agents, contractors, or vendors, or anyone gaining access to the Property by means of Lessee's passwords or equipment.

g. Any Incident which results from Lessee's failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use which are communicated from Browns Hill to Lessee.

Notwithstanding the foregoing, if the Property is unable to provide the data processing, communication and other functions necessary to fulfill the Permitted Use due to factors outside the control of Browns Hill and/or Lessee, including, but not limited to, natural disasters, extreme weather events, war, acts of terrorism, riots, strikes or other labor disturbance, government action or Acts of God, then Lessee shall not be required to pay the Monthly Installments during such time period. Unless otherwise agreed by the Parties in writing, the Lease Term shall then be extended for the duration of the time period in which the Property was unable to fulfill the Permitted Use.

9. Scheduled Downtime. During the Term, Scheduled Downtime will be necessary for Browns Hill to install updates to the Property, perform required or advisable maintenance to the Property or to correct situations which may affect Availability of the Property. Scheduled Downtime minutes are not eligible for Service Credit for Downtime. Notification of Scheduled Downtime shall be provided by Browns Hill to Lessee as follows:

a. Regular Scheduled Downtime. Browns Hill will notify Lessee at least ten (10) business days prior to the commencement of Scheduled Downtime. Such notification will advise Lessee of the exact date and time the Scheduled Downtime will commence, and the expected duration of the Scheduled Downtime. Browns Hill will endeavor to provide telephonic notification that the Scheduled Downtime is about to commence and confirm completion of all prerequisites to the work to be accomplished during the Scheduled Downtime. Browns Hill will also notify Lessee by telephone or e-mail when the Scheduled Downtime has ended.

b. Emergency Scheduled Downtime. The notification time period set forth in Subsection (a) of this Section will apply unless Browns Hill determines, in its sole discretion, that waiting the entire notification time period will unacceptably compromise the security or operations of the Property. In that event, Browns Hill will provide as much advance notice to Lessee as is reasonably possible under the circumstances, and will work with Lessee to cause the minimal amount of disruption to Lessee's use of the Property as is practical.

c. Lessee Requested Downtime. If Lessee requires the Property to be Down for its own purposes, Lessee shall notify Browns Hill via email or telephone with as much notice as possible. Lessee Requested Downtime is not eligible for Service Credit for Downtime.

10. Monitoring the Property. Browns Hill shall provide remote monitoring of the Property and its operations, using the methods determined at the discretion of Browns Hill. Any knowledge gained through such monitoring which affects the operations of the Property (as determined in the sole discretion of Browns Hill) shall be shared with Lessee. Browns Hill shall not be responsible for monitoring the local control operations of Lessee (e.g. opening and closing valves and breakers, monitoring the local environment for alarm conditions, responding to alarms). Browns Hill shall have no liability for the effects any local control actions, failures or alarms.

11. Response Time. Browns Hill commits to the following response times to Trouble Tickets submitted by Lessee to Browns Hill:

a. Browns Hill shall respond by telephone to Lessee within sixty (60) minutes of receipt of a Trouble Ticket, to acknowledge receipt of the Trouble Ticket and advise Lessee that the Trouble Ticket has been assigned to a technician for resolution. If the Trouble Ticket is completed by Browns Hill after receipt of the necessary information verbally from Lessee, the conversation where such information is provided shall constitute the response from Browns Hill.

b. Browns Hill shall determine the steps necessary to resolve the Trouble Ticket within twenty four (24) hours of receipt of the Trouble Ticket. This determination may be made either remotely, or by on-site support. If installation of equipment or software is needed to resolve the Trouble Ticket, such equipment or software will be on-site within twenty four (24) hours of Browns Hill's determination that equipment or software is needed, and shall be installed within three (3) hours of the equipment or software arriving on site.

Browns Hill Engineering & Controls, LLC

Lessee: Town of Johnstown

By: _____

By:  _____

Print Name and Title

EXHIBIT "E"
TO
SOFTWARE AND EQUIPMENT LEASE
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
TOWN OF JOHNSTOWN

Execution Date: 1/21/2020

OPERATING INSTRUCTIONS

1. The vmSCADA system is a server based computer system constructed using virtual machine technology. It is specifically built for use as a Human Machine Interface for Supervisory Control and Data Acquisition (HMI/SCADA) in Industrial Control Systems (ICS). Its use is strictly limited to this purpose.
2. The system performs real-time monitoring and control; data archival functions; control system alarm notification and communications supporting these functions. The system is designed to perform these functions without operator intervention.
3. Operator interaction with the system should be limited to control of the SCADA system and that directed specifically by Browns Hill.
4. Normal operation of the system should be consistent with the intended use as above and with systems similarly designed. Day to day operation of the system is monitored remotely by Browns Hill. System maintenance, upgrades and updates are performed by Browns Hill. Any system issues should be reported immediately to Browns Hill using the trouble ticket process at customer portal on the Browns Hill website, <http://vmscada.com>. Alternately, emergencies can be reported verbally to Browns Hill via telephone at the number provided upon system acceptance.
5. The system is constructed for full time continuous operation for its intended purpose and therefore should not be powered on and off during normal operation.
6. The software of the system is configured for its intended purpose and its use should be limited to that purpose and as typical for a system of this type. Specific directions for use of the software is contained within in the operating manuals and document provided with the system. These include both paper and paperless versions as appropriate.
7. The hardware of the system is configured for its intended purpose and its use should be limited to that purpose and as typical for a system of this type. Specific direction for use of the hardware is contained within in the operating manuals and documents provided with the system. These include both paper and paperless versions as appropriate.
8. The accessories of the system are configured for their intended purpose and their use should be limited to that purpose and as typical for a system of this type. Specific direction for use of the accessories is contained within in the operating

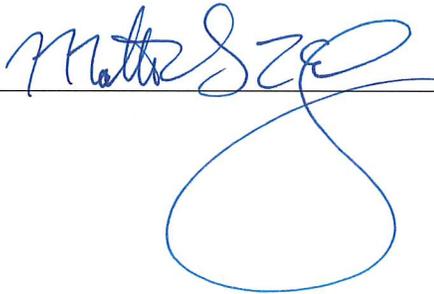
manuals and documents provided with the system. These include both paper and paperless versions as appropriate.

9. Use of the system is for internal purposes only. Connection to, and use as a terminal for, the internet is prohibited. All non-SCADA purposes, e.g. email, internet browsing, office correspondence, personal use, etc. is prohibited for security reasons.
10. Remote access to the system is for official use only. Remote devices accessing the system should be business use only devices. Each remote device must be configured for remote access by Browns Hill.

Received by Lessee:

LESSEE: Town of Johnstown

By: _____

A handwritten signature in blue ink, appearing to read "Matthew Sze", is written over a horizontal line. Below the signature is a large, circular blue scribble or flourish.

EMPLOYEE CONFIDENTIALITY AGREEMENT

THIS EMPLOYEE CONFIDENTIALITY AGREEMENT ("Agreement") is made this _____ day of _____, 20__ by _____ ("Employee") for the benefit of Browns Hill Engineering & Controls, LLC ("Browns Hill"), and Town of Johnstown, Colorado ("Lessee").

1. A "Software and Equipment Lease" dated _____, 20__ ("Lease") was executed between Browns Hill and Lessee, whereby Lessee leases the vmSCADA system defined as the "Property" in the Lease. This Agreement is an integral part of the Lease.

2. Section 24 of the Lease requires employees of Lessee who will use the Property to acknowledge that they will come into the possession of proprietary or confidential information owned by or in the possession of Browns Hill, and that such employees will not use any such information for his or her own benefit or Lessee's benefit, or make such information available to any person, firm, corporation, or other organization, whether or not directly or indirectly affiliated with Browns Hill or Lessee, unless required by law. The proprietary or confidential information of Browns Hill includes all details of the vmSCADA system and its integration with the third party software and hardware comprising the Property, all Operating Instructions regarding use of the Property, and all other documents conspicuously marked "CONFIDENTIAL." The confidential information shall be considered a "Trade Secret" of Browns Hill, as that term is defined in the Colorado Uniform Trade Secrets Act, Section 7-74-101, C.R. S., et seq., and shall be entitled to all protections provided in that Act. Employee agrees to be bound by the provisions of this Agreement.

3. The consideration for Employee's execution of this Agreement is the right to have access to Browns Hill's confidential information, and the right to use the Property as part of Employee's employment by Lessee. The consideration for execution of this Agreement by Browns Hill and Lessee is the engagement in the business relationship between Browns Hill and Lessee as set forth in the Lease. Each party agrees that such consideration is adequate for the obligations undertaken pursuant to this Agreement.

4. This Agreement was executed in Weld County, Colorado. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado (excluding its conflicts of laws rules) and each party submits to the jurisdiction of any state or federal court in the State of Colorado. The parties agree to that venue for any proceeding or litigation, judicial or non-judicial, arising out of the subject matter of this Agreement shall lie exclusively with the courts of Jefferson County, Colorado. The obligations set forth in this Agreement shall survive termination of the Lease.

Browns Hill Engineering & Controls,

Lessee: Town of Johnstown

By: _____

By: Matthew S. LeCere

Print Name and Title

MATTHEW S. LECERE, TOWN MANAGER
Print Name and Title

Employee



COLORADO
Department of Public
Health & Environment

January 23, 2020

Gary Lebsack, Mayor
450 South Parish Ave
PO Box 609
Johnstown, Colorado 80534

Certified Mail Number: 7018 0360 0000 1227 7213

**RE: Service of Notice of Violation / Cease and Desist Order, Number: DO-200123-1 and
Service of Notice of Violation / Cease and Desist Order, Number: DO-200123-2**

Dear Mayor Lebsack:

Town of Johnstown is hereby served with the enclosed Notice of Violation / Cease and Desist Orders ("NOV/CDOs"). The NOV/CDOs are issued by the Colorado Department of Public Health and Environment's Water Quality Control Division ("Division") pursuant to authority given to the Division by §§ 25-8-602 and 25-8-605, C.R.S., of the *Colorado Water Quality Control Act* ("Act"). The Division bases the NOV/CDOs upon findings that Town of Johnstown violated the Act, regulations promulgated pursuant to the Act, and/or a discharge permit, as described in the enclosed NOV/CDO.

Pursuant to § 25-8-603, C.R.S., Town of Johnstown is required, within 30 calendar days of receipt of these NOV/CDOs, to submit to the Division an answer admitting or denying each paragraph of the Findings of Fact and responding to the Notice of Violation.

This action could result in the imposition of civil penalties. The Division is authorized pursuant to § 25-8-608, C.R.S., to impose a penalty of up to \$10,000 per day for each day during which such violation occurs.

Please be advised that the Division is continuing its investigation into this matter and the Division may identify supplementary violations that warrant amendments to one or both of these NOV/CDOs or the issuance of additional enforcement actions.

Should you or representatives of Town of Johnstown desire to discuss this matter informally with the Division, or if you have questions regarding the NOV/CDO, please do not hesitate to contact me at (303) 692-3163 or aly.ulibbarri@state.co.us

Sincerely,

Aly Ulibarri, Enforcement Specialist
Clean Water Enforcement Unit
WATER QUALITY CONTROL DIVISION

Enclosure(s)

cc: Enforcement File

ec: Gary Lebsack, Mayor, Town of Johnstown
Michael Boeglin, EPA Region 8



Weld County Department of Health & Environment
Aimee Konowal, Watershed Section, CDPHE
Nathan Moore, Compliance & Enforcement Section, CDPHE
Mark Henderson, Grants and Loans Unit, CDPHE
Doug Camrud, Engineering Section, CDPHE
Kelly Jacques, Field Services Section, CDPHE
Michelle DeLaria, Permits Section, CDPHE
Aly Ulibarri, Clean Water Enforcement Unit, CDPHE
Kelly Morgan, Clean Water Enforcement Unit, CDPHE
Tania Watson, Data Management Workgroup, CDPHE
Desiree Santerre, DOLA





COLORADO

Department of Public Health & Environment

WATER QUALITY CONTROL DIVISION

NOTICE OF VIOLATION / CEASE AND DESIST ORDER

NUMBER: DO-200123-2

IN THE MATTER OF: TOWN OF JOHNSTOWN
 CDPS PERMIT NO. C00047058
 JOHNSTOWN LOW POINT WWTP
 WELD COUNTY, COLORADO

Pursuant to the authority vested in the Colorado Department of Public Health and Environment's ("Department") Division of Administration by §§25-1-109 and 25-8-302, C.R.S., which authority is implemented through the Department's Water Quality Control Division ("Division"), and pursuant to §§25-8-602 and 25-8-605, C.R.S., the Division hereby makes the following Findings of Fact and issues the following Notice of Violation / Cease and Desist Order ("Order"):

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. At all times relevant to the alleged violations cited herein, the Town of Johnstown ("Johnstown") was a municipality as defined by §31-1-101(6), C.R.S.
2. Johnstown is a "person" as defined under the Water Quality Control Act, §25-8-103(13), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(73).
3. Johnstown owns and/or operates Low Point Wastewater Treatment Facility, located at 40.384444° N, -104.960833° W, near the Town of Johnstown, Weld County, Colorado ("Facility").
4. The Facility consists of headworks micro strainer, bar screen, spiral grit chamber, Parshall flume to measure influent flow, diversion box, two sequencing batch reactors ("SBR") in parallel, chlorination and dechlorination, and a Parshall flume to measure effluent flow. The hydraulic capacity is 0.5 MGD and the organic capacity is 1,000 lbs. BOD₅/day.
5. The Facility is the subject of the Colorado Discharge Permit System, Permit Number C00047058 ("Permit"). The current Permit became effective on May 1, 2012 and was due to expire on April 30, 2017, but has been administratively extended pending Permit reissuance.
6. The Permit authorizes Johnstown to discharge treated wastewater from the Facility through Outfall 001A, following disinfection and prior to mixing with the receiving stream, the Big Thompson River. Outfall 001A is physically located at 40.384444° N, -104.960833° W and is the only authorized effluent

outfall. The Permit also includes requirements to monitor influent loading to the Facility at a representative point prior to entering any treatment, which is designated as Permitted Feature 300I.

- Pursuant to 5 CCR 1002-61, §61.8, Johnstown must comply with all the terms and conditions of the Permit, and violations of such terms and conditions as specified in the Permit may make Johnstown subject to civil and criminal liability pursuant to §§25-8-601 through 25-8-612, C.R.S.

Failure to comply with Permit Effluent Limitations

- Pursuant to Part I.A.1. of the Permit, Johnstown's permitted discharge shall not contain effluent parameter concentrations which exceed the limitations specified in Part I.A.2. of the Permit.
- Pursuant to Part I.A.2. of the Permit, in order to provide an indication of compliance or non-compliance with the effluent limitations of the Permit, Johnstown is required to monitor defined effluent parameters at specified frequencies and report the results on a Discharge Monitoring Report ("DMR") form.
- Pursuant to Part I.A.2. of the Permit, Johnstown's effluent at Outfall 001A shall not exceed, among others not subject of this action, the effluent discharge limitations specified below:

JOHNSTOWN LOW POINT WWTP EFFLUENT LIMITATIONS			
EFFLUENT PARAMETER	DISCHARGE LIMITATION		
	30-Day Average	7-Day Average	Instant Max
<i>E. coli</i> (#/100mL) May - October	205	410	-
<i>E. coli</i> (#/100mL) November - April	630	1260	-
Total Residual Chlorine (mg/L)	0.011	-	0.056
BOD, 5-day, 20 deg. C (mg/L)	30	45	-
Total Suspended Solids (mg/L)	30	45	-
Total Suspended Solids (% removal)	85 (min)	-	-
pH (su)	-	-	6.5 - 9
Total Ammonia as N (mg/L) - January	8.2	-	23
Total Ammonia as N (mg/L) - February	9.0	-	33
Total Ammonia as N (mg/L) - March	11.0	-	39
Total Ammonia as N (mg/L) - April	6.4	-	Report
Total Ammonia as N (mg/L) - May	5.4	-	Report
Total Ammonia as N (mg/L) - June	5.5	-	Report
Total Ammonia as N (mg/L) - July	5.0	-	Report
Total Ammonia as N (mg/L) - August	3.8	-	Report
Total Ammonia as N (mg/L) - September	4.2	-	Report

JOHNSTOWN LOW POINT WWTP EFFLUENT LIMITATIONS			
EFFLUENT PARAMETER	DISCHARGE LIMITATION		
	30-Day Average	7-Day Average	Instant Max
Total Ammonia as N (mg/L) - October	12.5	-	Report
Total Ammonia as N (mg/L) - November	9.8	-	Report
Total Ammonia as N (mg/L) - December	7.0	-	30

11. Johnstown's DMRs submitted DMRs included the following effluent concentration data, which exceeded the effluent limitations of the Permit:

JOHNSTOWN LOW POINT WWTP EFFLUENT SELF-MONITORING DATA		
Monitoring Period	Sample measurements for Outfall 001A	
E. coli (#/100 mL) May - October	30-Day GM Limit = 205	Max 7-Day GM Limit = 410
June 1, 2015 - June 30, 2015	-	579.4
September 1, 2015 - September 30, 2015	-	2,419.6
September 1, 2016 - September 30, 2016	-	2,419.6
July 1, 2018 - July 31, 2018	-	2,419.6
E. coli (#/100 mL) November - April	30-Day GM Limit = 630	Max 7-Day GM Limit = 1,260
February 1, 2017 - February 28, 2017	-	2,419.6
Total Residual Chlorine (mg/L) Beginning 11/01/16	30-Day Average Limit = 0.011	Daily Max Limit = 0.056
September 1, 2015 - September 30, 2015	0.08	2.2
BOD, 5-day, 20 deg. C (mg/L)	30-Day Average Limit = 30	Max 7-Day Average Limit = 45
January 1, 2017 - January 31, 2017	35	48.7
May 1, 2017 - May 31, 2017	-	54
Total Suspended Solids (mg/L)	30-Day Average Limit = 30	Max 7-Day Average Limit = 45
February 1, 2016 - February 29, 2016	-	46.4
January 1, 2017 - January 31, 2017	30.2	-
Total Suspended Solids (% removal)	Minimum 85%	-
March 1, 2017 - March 31, 2017	79.8	-
pH (su)	Minimum 6.5	Maximum 9
September 1, 2019 - September 30, 2019	6.43	-
November 1, 2019 - November 30, 2019	6.45	-
Total Ammonia as N (mg/L)	30-Day Average	Daily Maximum
June 1, 2015 - June 30, 2015	Limit = 5.5	Limit = Report
	7.2	-
February 1, 2016 - February 29, 2016	Limit = 9.0	Limit = 33

JOHNSTOWN LOW POINT WWTP EFFLUENT SELF-MONITORING DATA		
Monitoring Period	Sample measurements for Outfall 001A	
	9.7	-
July 1, 2016 - July 31, 2016	Limit = 5.0	Limit = Report
	10.5	-
August 1, 2016 - August 30, 2016	Limit = 3.8	Limit = Report
	21.4	-
October 1, 2016 - October 31, 2016	Limit = 12.5	Limit = Report
	15.6	-
December 1, 2016 - December 31, 2016	Limit = 7.0	Limit = 30
	12.9	-
January 1, 2017 - January 31, 2017	Limit = 8.2	Limit = 23
	25.8	29.8
February 1, 2017 - February 28, 2017	Limit = 9.0	Limit = 33
	30.5	-
March 1, 2017 - March 31, 2017	Limit = 11.0	Limit = 39
	32.2	-
April 1, 2017 - April 31, 2017	Limit = 6.4	Limit = Report
	9.2	-
May 1, 2017 - May 30, 2017	Limit = 5.4	Limit = Report
	7.1	-
June 1, 2017 - June 30, 2017	Limit = 5.5	Limit = Report
	18.5	-
July 1, 2017 - July 31, 2017	Limit = 5.0	Limit = Report
	9.5	-
November 1, 2017 - November 30, 2017	Limit = 9.8	Limit = Report
	12.6	-
May 1, 2018 - May 31, 2018	Limit = 5.4	Limit = Report
	5.8	-
June 1, 2018 - June 30, 2018	Limit = 5.5	Limit = Report
	6.6	-
July 1, 2018 - July 31, 2018	Limit = 5.0	Limit = Report
	13	-
August 1, 2018 - August 30, 2018	Limit = 3.8	Limit = Report
	6.9	-
October 1, 2018 - October 31, 2018	Limit = 12.5	Limit = Report
	17.3	-
November 1, 2018 - November 30, 2018	Limit = 9.8	Limit = Report
	20.2	-
Total Ammonia as N (mg/L)	30-Day Average	Daily Maximum
December 1, 2018 - December 31, 2018	Limit = 7.0	Limit = 30
	10.9	-
January 1, 2019 - January 31, 2019	Limit = 8.2	Limit = 23
	8.3	31.2
May 1, 2019 - May 31, 2019	Limit = 5.4	Limit = Report
	9	-
August 1, 2019 - August 30, 2019	Limit = 3.8	Limit = Report
	9.7	-

JOHNSTOWN LOW POINT WWTP EFFLUENT SELF-MONITORING DATA		
Monitoring Period	Sample measurements for Outfall 001A	
September 1, 2019 - September 30, 2019	Limit = 4.2	Limit = Report
	4.86	-

12. *E. coli*, total residual chlorine, BOD₅, total suspended solids, pH, and ammonia are “pollutants,” or indicators thereof, as defined by §25-8-103(15), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(76).
13. The Permit does not authorize the pollutant levels identified above in paragraph 11. Division records establish that Johnstown does not have any other permit authorizing such discharge into the Big Thompson River.
14. Johnstown’s failure to comply with the Permit effluent limitations set forth above in paragraph 11 constitutes violations of Part I.A.1. and Part I.A.2. of the Permit.

Failure to Properly Report

15. Pursuant to Part I.A.2. of the Permit, in order to obtain an indication of compliance or non-compliance with the effluent limitations specified in the Permit, Johnstown is required to monitor all effluent parameters specified in the Permit at the frequencies specified by the Permit. The results of such monitoring shall be reported on the DMR.
16. Pursuant to Part I.D.1. of the Permit, Johnstown is required to report all monitoring results on a monthly basis using Division approved DMRs. Johnstown is required to ensure that the DMRs are received by the Division by no later than the 28th day of the month following the end of the reporting period. Pursuant to Part I.D.8. of the Permit, each DMR shall include a certification by Johnstown that the information provided therein is true, accurate and complete to the knowledge of Johnstown.
17. Division records, as supplemented by Johnstown’s DMRs, establish that Johnstown failed to submit complete DMRs, for the following reporting periods and parameters:

DMR Reporting Period	Missing Parameter	Monitoring Point
August 1, 2015 - August 30, 2015	Temperature (Daily Max), Temperature (MWAT)	001A
February 1, 2017 - February 28, 2017	Flow (30-Day Average), Flow (Daily Max)	001A
DMR Reporting Period	Missing Parameter	Monitoring Point
November 1, 2018 - November 30, 2018	Flow (30-Day Average), Flow (Daily Max)	001A
January 1, 2019 - January 31, 2019	Flow (30-Day Average), Flow (Daily Max)	001A
February 1, 2019 - February 28, 2019	Oil and Grease (Instant Max)	001A

18. Division records, as supplemented by Johnstown's DMRs, establish that Johnstown failed to submit complete DMRs by the due date required in Part I.D.1. of the Permit, for the following reporting periods and parameters:

DMR Monitoring Period	Monitoring Point	DMR Due Date	DMR Received
July 1, 2015 - July 31, 2015	001A, 300I	08/28/2015	09/29/2015
May 1, 2017 - May 31, 2017	001A, 300I	06/28/2017	08/16/2017
November 1, 2017 - November 30, 2017	001A, 300I	12/28/2017	02/02/2018
February 1, 2019 - February 28, 2019	001A, 300I	03/28/2019	06/18/2019
March 1, 2019 - March 31, 2019	001A, 300I	04/28/2019	07/18/2019
April 1, 2019 - April 30, 2019	001A, 300I	05/28/2019	07/18/2019

19. Division record, as supplemented by Johnstown's DMRs, establish that Johnstown failed to submit complete DMRs by the due date required in Part I.D.1. of the Permit, for the following reporting periods and parameters:

Monitoring Period	Parameter	Monitoring Point	DMR Due Date	Revised DMR Received
June 1, 2018 - June 30, 2018	BOD ₅ (% removal), TSS (% removal)	001A	07/28/2018	09/13/2018
July 1, 2018 - July 31, 2018	Flow (30-Day Avg), Flow (Daily Max)	001A	08/28/2018	10/23/2018

20. Johnstown's failure to submit complete DMRs to the Division by the 28th day of the month following each reporting period, as identified in paragraphs 17-19 above, constitutes violations of Parts I.A.2. and/or I.D.1. of the Permit.

NOTICE OF VIOLATION

21. Based on the foregoing Findings of Fact and Conclusions of Law, Johnstown is hereby notified that the Division has determined that the Johnstown have violated the following sections of the Permit.

Part I.A.1. of the Permit, which states in part: "In accordance with the Water Quality Control Commission Regulations for Effluent Limitations, Section 62.4, and the Colorado Discharge Permit System Regulations, Section 61.8(2), 5 C.C.R. 1002-61, the permitted discharge shall not contain effluent parameter concentrations which exceed the following limitations..."

Part I.A.2. of the Permit, which states in part: "In order to obtain an indication of the probably compliance or noncompliance with the effluent limitations specified in Part I.A., the permittee shall monitor all effluent parameters at the frequencies and sample types specified below. Such monitoring will begin immediately and last for the life of the permit unless otherwise noted. The results of such monitoring shall be reported on the Discharge Monitoring Report form (See Part I.D.)"

Part I.D.1. of the Permit, which states in part: "Reporting of the data gathered in compliance with Part I.A or Part I.B shall be on a monthly basis. Reporting of all data gathered shall comply with the requirements of Part I.D. (General Requirements). Monitoring results shall be

summarized for each calendar month and reported on Division approved discharge monitoring report (DMR) forms (EPA form 3320-1).

The permittee must submit these forms either by mail, or by using the Division's Net-DMR service (when available). If mailed, one form shall be mailed to the Division, as indicated below, so that the DMR is received no later than the 28th day of the following month (for example, the DMR for the first calendar quarter must be received by the Division by April 28th). If Permit, no discharge occurs during the reporting period, "No Discharge" shall be reported."

REQUIRED CORRECTIVE ACTION

Based upon the foregoing factual and legal determinations and pursuant to §25-8-602 and §25-8-605, C.R.S., Johnstown is hereby ordered to:

22. Cease and desist from all violations of the Colorado Water Quality Control Act, §§25-8-101 through 25-8-803, C.R.S., its implementing regulations promulgated thereto and the Permit.

Furthermore, the Division hereby orders Johnstown to comply with the following specific terms and conditions of this Order:

23. Within 30 calendar days of receipt of this Order, Johnstown shall retain the services of a professional engineer registered in the State of Colorado and experienced in domestic wastewater treatment to perform an evaluation of the Facility and recommend measures to ensure that the Facility can reliably and consistently comply with the terms and conditions of the Permit or any renewed Permit, specifically the numeric effluent limitations and monitoring requirements of the Permit. The evaluation shall include, but not be limited to:
 - a. An evaluation of the Facility's treatment processes to identify any deficiencies in the current design of the Facility. This should include, but not be limited to, an evaluation of the capacity of the current system, and the use and acceptability of the current treatment processes;
 - b. An evaluation of the Facility's current operation and maintenance practices to identify any deficiencies that may impact the Facility's ability to reliably and consistently treat wastewater;
 - c. An evaluation of the Facility's summer month and winter month operations to identify operational practices that may impact the Facility's ability to optimize the SBR treatment effectiveness;
 - d. An evaluation of current monitoring and sampling procedures, including monitoring locations, to ensure representative sampling of the treatment and adherence to proper sampling methods; and,
 - e. An evaluation, recommendation, and plan for upgrades, treatment process improvements or expansion of the Facility that will ensure the Facility can reliably and consistently comply with the Permit's effluent limitations.
24. Within 45 calendar days of the receipt of this Order, Johnstown shall provide documentation to the Division that it has retained the services of the qualified individual or entity described in paragraph 23. The documentation shall include, at a minimum, a copy of the individual or entity's qualifications and a copy of the written contract or agreement for services, including a copy of the scope of

services to be provided.

25. Within 90 calendar days of receipt of this Order, Johnstown shall submit to the Division a report summarizing the results of the engineering evaluation identified in paragraph 23. The report shall include an aggressive plan and time schedule for the implementation of specific interim and long-term measures that Johnstown will complete to address the deficiencies identified in the evaluation, to achieve reliable and consistent compliance with the Permit. This includes a specific plan and time schedule for commencing and completing construction of Facility upgrades or improvements, if necessary. If any of the corrective measures require Division site location and design approval, Johnstown shall timely file a completed site location and/or design approval request in accordance with §25-8-702, C.R.S. and 5 CCR 1002-22. Johnstown shall not initiate any necessary construction until such time that the necessary site location and design approval(s) have been obtained, as required by §25-8-702, C.R.S. and 5 CCR 1002-22, or unless otherwise specifically authorized in writing by the Division. The submitted plan and time schedule shall become a condition of this Order and Johnstown shall implement the plan and time schedule as submitted unless notified by the Division in writing that an alternate plan or time schedule is appropriate. If the Division imposes an alternate plan or time schedule, it shall also become a condition of this Order.
26. Beginning April 30, 2020, and every calendar month thereafter, Johnstown shall submit monthly progress reports to the Division by the last day of each calendar month. At a minimum, each report shall outline activities undertaken during the current month and activities planned for the next month to remain in compliance with this Order. The monthly progress reports shall be required until the issuance of written notice from the Division indicating that the reports are no longer necessary occurs.
27. If Johnstown becomes aware of any situation or circumstances that cause Johnstown to become unable to comply with any condition or time schedules set forth by this Order, Johnstown shall provide written notice to the Division within five calendar days of becoming aware of such circumstances. Johnstown's notice shall describe what, if any, impacts will occur on Johnstown's ability to comply with the Colorado Water Quality Control Act or the Permit and any impacts on the remaining conditions and/or time schedules specified by this Order, and what steps are being taken to mitigate the impacts.
28. All documents submitted under this Order shall use the same titles as stated in this Order, and shall reference both the number of this Order and the number of the paragraph pursuant to which the document is required. Within 30 calendar days of receiving Division comments on submitted documents, Johnstown shall revise the submitted document(s) to properly address the Division's comments and resubmit the document(s) for Division review.

NOTICES AND SUBMITTALS

29. For all documents, plans, records, reports and replies required to be submitted by this Order, the Johnstown shall submit an original and an electronic copy to the Division at the following address:

Aly Ulibarri
Colorado Department of Public Health and Environment
Water Quality Control Division
Mail Code: WQCD-CWE-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Telephone: (303) 692-3163
Email: aly.ulibbarri@state.co.us

30. For any person submitting documents, plans, records and reports pursuant to this Order, that person shall make the following certification with each submittal:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

OBLIGATION TO ANSWER AND REQUEST FOR HEARING

31. Pursuant to §25-8-603, C.R.S. and 5 CCR 1002, §21.11 Johnstown is required to submit to the Division an answer affirming or denying each paragraph of the Findings of Fact and responding to the Notice of Violation. The answer shall be filed no later than 30 calendar days after receipt of this action.
32. Section 25-8-603, C.R.S. and 5 CCR 1002, §21.11 also provide that the recipient of a Notice of Violation may request the Division to conduct a public hearing to determine the validity of the Notice, including the Findings of Fact. Such request shall be filed in writing with the Division and include the information specified in 5 CCR 1002, §21.4(B)(2). Absent a request for hearing, the validity of the factual allegations and the Notice of Violation shall be deemed established in any subsequent Department proceeding. The request for hearing, if any, shall be filed no later than 30 calendar days after issuance of this action. The filing of an answer does not constitute a request for hearing.

FALSIFICATION AND TAMPERING

33. Be advised, in accord with §25-8-610, C.R.S., that any person who knowingly makes any false statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained under the Colorado Water Quality Control Act or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this article is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than ten thousand dollars, or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment.

POTENTIAL CIVIL AND CRIMINAL PENALTIES

34. Johnstown is also advised that any person who violates any provision of the Colorado Water Quality Control Act ("Act"), §§25-8-101 to 803, C.R.S., or of any permit issued under the Act, or any control regulation promulgated pursuant to the Act, or any final cease and desist order or clean-up order issued by the Division shall be subject to a civil penalty of not more than ten thousand dollars per day for each day during which such violation occurs. Further, any person who recklessly, knowingly, intentionally, or with criminal negligence discharges any pollutant into any state waters commits criminal pollution if such discharge is made without a permit, if a permit is required by the Act for

such discharge, or if such discharge is made in violation of any permit issued under the Act or in violation of any Cease and Desist Order or Clean-up Order issued by the Division. By virtue of issuing this Order, the State has not waived its right to bring an action for penalties under §§25-8-608 and 609, C.R.S, and may bring such action in the future.

POTENTIAL CRIMINAL PENALTIES

35. Johnstown is also advised that any person who recklessly, knowingly, intentionally, or with criminal negligence discharges any pollutant into any state waters commits criminal pollution if such discharge is made without a permit, if a permit is required by the Act for such discharge, or if such discharge is made in violation of any permit issued under the Act or in violation of any Cease and Desist Order or Clean-up Order issued by the Division. By virtue of issuing this Order, the State has not waived its right to bring an action for penalties under §25-8-609, C.R.S, and may bring such action in the future.

RELEASE OR DISCHARGE NOTIFICATION

36. Pursuant to §25-8-601, C.R.S., Johnstown is further advised that any person engaged in any operation or activity which results in a spill or discharge of oil or other substance which may cause pollution of the waters of the state, shall notify the Division of the discharge. If said person fails to so notify, said person is guilty of a misdemeanor, and may be fined or imprisoned or both.

EFFECT OF ORDER

37. Nothing herein contained, particularly those portions requiring certain acts to be performed within a certain time, shall be construed as a permit or license, either to violate any provisions of the public health laws and regulations promulgated thereunder, or to make any discharge into state waters. Nothing herein contained shall be construed to preclude other individuals, cities, towns, counties, or duly constituted political subdivisions of the state from the exercise of their respective rights to suppress nuisances or to preclude any other lawful actions by such entities or the State.
38. For further clarification of Johnstown's rights and obligations under this Order Johnstown is advised to consult the Colorado Water Quality Control Act, §§25-8-101 to 803, C.R.S., and regulations promulgated thereunder, 5 CCR 1002.

Issued at Denver, Colorado, this 23rd day of January 2020.

FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT


Nathan Moore
Clean Water Compliance and Enforcement Section Manager
WATER QUALITY CONTROL DIVISION



COLORADO

Department of Public Health & Environment

WATER QUALITY CONTROL DIVISION

NOTICE OF VIOLATION / CEASE AND DESIST ORDER

NUMBER: DO-200123-1

IN THE MATTER OF: TOWN OF JOHNSTOWN
 CDPS PERMIT NO. CO0021156
 JOHNSTOWN CENTRAL WWTF
 WELD COUNTY, COLORADO

Pursuant to the authority vested in the Colorado Department of Public Health and Environment's ("Department") Division of Administration by §§25-1-109 and 25-8-302, C.R.S., which authority is implemented through the Department's Water Quality Control Division ("Division"), and pursuant to §§25-8-602 and 25-8-605, C.R.S., the Division hereby makes the following Findings of Fact and issues the following Notice of Violation / Cease and Desist Order ("Order"):

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. At all times relevant to the alleged violations cited herein, the Town of Johnstown ("Johnstown") was a municipality as defined by §31-1-101(6), C.R.S.
2. Johnstown is a "person" as defined under the Water Quality Control Act, §25-8-103(13), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(73).
3. Johnstown owns and/or operates Johnstown Central wastewater treatment facility, located at 40.334703 N, -104.877893 W, near the Town of Johnstown, Weld County, Colorado ("Facility").
4. The Facility consists of aerated lagoon treatment followed by a moving bed biofilm reactor ("MBBR") basin, lagoon settling, dissolved air flotation ("DAF") basins for solids separation, chlorination, and dechlorination. The hydraulic capacity is 0.99 MGD and the organic capacity is 2,213 lbs. BOD₅/day, which were specified in Site Approval No. ES.11.43444, dated June 30, 2012. That document should be referred to for any additional information.
5. The Facility is the subject of the Colorado Discharge Permit System, Permit Number CO0021156 ("Permit"). The current Permit became effective on June 1, 2012 and was due to expire on May 31, 2017, but has been administratively extended pending Permit reissuance.
6. The Permit authorizes Johnstown to discharge treated wastewater from the Facility through Outfall 001A, following disinfection and prior to mixing with the receiving stream, the Little Thompson River. Outfall 001A is physically located at 40.33356 N, -104.87115 W and is the only authorized effluent outfall. The Permit also includes requirements to monitor influent loading to the Facility at



a representative point prior to entering any treatment, which is designated as Permitted Feature 300I.

7. Pursuant to 5 CCR 1002-61, §61.8, Johnstown must comply with all the terms and conditions of the Permit, and violations of such terms and conditions as specified in the Permit may make Johnstown subject to civil and criminal liability pursuant to §§25-8-601 through 25-8-612, C.R.S.
8. On September 28, 2017, a representative of the Division (“Inspector”) conducted an on-site inspection of the Facility pursuant to the authority under §25-8-306, C.R.S., to determine Johnstown’s compliance with the Water Quality Control Act and the Permit. During the inspection, the Inspector reviewed the Facility records and performed a physical inspection of the Facility.

Failure to comply with Permit Effluent Limitations

9. Pursuant to Part I.A.1. of the Permit, Johnstown’s permitted discharge shall not contain effluent parameter concentrations which exceed the limitations specified in Part I.A.2. of the Permit.
10. Pursuant to Part I.A.2. of the Permit, in order to provide an indication of compliance or non-compliance with the effluent limitations of the Permit, Johnstown is required to monitor defined effluent parameters at specified frequencies and report the results on a Discharge Monitoring Report (“DMR”) form.
11. Pursuant to Part I.A.2. of the Permit, Johnstown’s effluent at Outfall 001A shall not exceed, among others not subject of this action, the effluent discharge limitations specified below:

JOHNSTOWN CENTRAL WWTF EFFLUENT LIMITATIONS			
EFFLUENT PARAMETER	LIMITATION		
	30-Day Average	7-Day Average	Daily Maximum
pH (su)	-	-	6.5 - 9
<i>E. coli</i> (#/100mL)	126	252	-
Total Residual Chlorine (mg/L) Until 10/31/16	0.19	-	0.34
Total Residual Chlorine (mg/L) Beginning 11/01/16	0.047	-	0.081
Total Suspended Solids (mg/L)	30	45	-
Total Suspended Solids (% removal)	85 (min)	-	-
Potentially Dissolved Selenium (µg/L)	4.6	-	27
Total Ammonia as N (mg/L) - January Until 10/31/16	18.0	-	42
Total Ammonia as N (mg/L) - February Until 10/31/16	14.0	-	45
Total Ammonia as N (mg/L) - March Until 10/31/16	13.4	-	33
Total Ammonia as N (mg/L) - April Until 10/31/16	11.5	-	41



**JOHNSTOWN CENTRAL WWTF
EFFLUENT LIMITATIONS**

EFFLUENT PARAMETER	LIMITATION		
	30-Day Average	7-Day Average	Daily Maximum
Total Ammonia as N (mg/L) - May Until 10/31/16	14.0	-	50
Total Ammonia as N (mg/L) - June Until 10/31/16	16.0	-	65
Total Ammonia as N (mg/L) - July Until 10/31/16	9.1	-	65
Total Ammonia as N (mg/L) - August Until 10/31/16	9.1	-	65
Total Ammonia as N (mg/L) - September Until 10/31/16	9.1	-	59
Total Ammonia as N (mg/L) - October Until 10/31/16	9.1	-	50
Total Ammonia as N (mg/L) - November Until 10/31/16	15.0	-	36
Total Ammonia as N (mg/L) - December Until 10/31/16	25.0	-	55
Total Ammonia as N (mg/L) - January Beginning 11/01/16	9.1	-	42
Total Ammonia as N (mg/L) - February Beginning 11/01/16	9.1	-	45
Total Ammonia as N (mg/L) - March Beginning 11/01/16	9.1	-	33
Total Ammonia as N (mg/L) - April Beginning 11/01/16	8.1	-	41
Total Ammonia as N (mg/L) - May Beginning 11/01/16	9.1	-	50
Total Ammonia as N (mg/L) - June Beginning 11/01/16	9.1	-	65
Total Ammonia as N (mg/L) - July Beginning 11/01/16	9.1	-	65
Total Ammonia as N (mg/L) - August Beginning 11/01/16	9.1	-	65
Total Ammonia as N (mg/L) - September Beginning 11/01/16	9.1	-	59
Total Ammonia as N (mg/L) - October Beginning 11/01/16	9.1	-	50
Total Ammonia as N (mg/L) - November Beginning 11/01/16	9.1	-	36
Total Ammonia as N (mg/L) - December Beginning 11/01/16	9.1	-	55



12. Johnstown's DMRs submitted DMRs included the following effluent concentration data, which exceeded the effluent limitations of the Permit:

JOHNSTOWN CENTRAL WWTF EFFLUENT SELF-MONITORING DATA		
Monitoring Period	Sample Measurement for Outfall 001A	
pH (su)	Minimum Limit = 6.5	Maximum Limit = 9.0
April 1, 2017 - April 30, 2017	6.26	-
May 1, 2019 - May 31, 2019	6.35	-
November 1, 2019 - November 30, 2019	6.42	-
<i>E. coli</i> (#/100 mL)	30-Day GM Limit = 126	Max 7-Day GM Limit = 252
July 1, 2017 - September 30, 2017	-	686.9
January 1, 2018 - March 31, 2018	-	686.7
April 1, 2018 - June 30, 2018	-	387
July 1, 2019 - September 30, 2019	-	387.3
Total Residual Chlorine (mg/L) Beginning 11/01/16	30-Day Average Limit = 0.047	Daily Max Limit = 0.081
February 1, 2017 - February 28, 2017	-	0.12
March 1, 2017 - March 31, 2017	-	0.13
April 1, 2017 - April 30, 2017	0.072	0.19
Total Suspended Solids (mg/L)	30-Day Average Limit = 30	Max 7-Day Average Limit = 45
April 1, 2016 - June 30, 2016	50.3	62.5
October 1, 2016 - December 31, 2016	31.6	-
January 1, 2017 - March 31, 2017	47.8	58
April 1, 2017 - June 30, 2017	44.6	57
October 1, 2017 - December 31, 2017	33.5	-
January 1, 2018 - March 31, 2018	54.4	69.3
April 1, 2018 - June 30, 2018	43	60
October 1, 2018 - December 31, 2018	36	-
January 1, 2019 - March 31, 2019	46.3	58
April 1, 2019 - June 30, 2019	65.5	101
July 1, 2019 - September 30, 2019	65.5	101
Total Suspended Solids (% removal)	Minimum 85%	-
April 1, 2015 - June 30, 2015	82.1	-
Total Suspended Solids (% removal)	Minimum 85%	-
April 1, 2016 - June 30, 2016	82.8	-
January 1, 2017 - March 31, 2017	78.1	-
January 1, 2018 - March 31, 2018	84.3	-
April 1, 2018 - June 30, 2018	83.3	-
January 1, 2019 - March 31, 2019	78.1	-



**JOHNSTOWN CENTRAL WWTF
EFFLUENT SELF-MONITORING DATA**

Monitoring Period	Sample Measurement for Outfall 001A	
April 1, 2019 - June 30, 2019	84.4	-
July 1, 2019 - September 30, 2019	84.4	-
Potentially Dissolved Selenium (µg/L)	30-Day Average Limit = 4.6	Max 7-Day Average Limit = 27
June 1, 2015 - June 30, 2015	5.8	-
Total Ammonia as N (mg/L) Until 10/31/16	30-Day Average	Daily Maximum
January 1, 2016 - January 31, 2016	Limit = 18 20.1	Limit = 42 -
February 1, 2016 - February 29, 2016	Limit = 14.0 24.1	Limit = 45 -
Total Ammonia as N (mg/L) Starting 11/01/16	30-Day Average	Daily Maximum
March 1, 2016 - March 31, 2016	Limit = 13.4 16.3	Limit = 33 -
December 1, 2016 - December 31, 2016	Limit = 9.1 31.9	Limit = 55 -
January 1, 2017 - January 31, 2017	Limit = 9.1 35.2	Limit = 42 -
February 1, 2017 - February 28, 2017	Limit = 9.1 34.1	Limit = 45 -
March 1, 2017 - March 31, 2017	Limit = 9.1 17.8	Limit = 33 -
April 1, 2017 - April 30, 2017	Limit = 8.1 8.5	Limit = 41 -
January 1, 2018 - January 31, 2018	Limit = 9.1 18	Limit = 42 -
February 1, 2018 - February 28, 2018	Limit = 9.1 13	Limit = 45 -
March 1, 2018 - March 31, 2018	Limit = 9.1 10.9	Limit = 33 -
May 1, 2018 - May 30, 2018	Limit = 9.1 10.8	Limit = 50 -
December 1, 2018 - December 31, 2018	Limit = 9.1 23.8	Limit = 55 -
January 1, 2019 - January 31, 2019	Limit = 9.1 30.2	Limit = 42 -
February 1, 2019 - February 28, 2019	Limit = 9.1 31.7	Limit = 45 -
March 1, 2019 - March 31, 2019	Limit = 9.1 26.4	Limit = 33 -
April 1, 2019 - April 30, 2019	Limit = 8.1 18.8	Limit = 41 -



JOHNSTOWN CENTRAL WWTF EFFLUENT SELF-MONITORING DATA		
Monitoring Period	Sample Measurement for Outfall 001A	
May 1, 2019 - May 30, 2019	Limit = 9.1	Limit = 50
	18.7	-
June 1, 2019 - June 30, 2019	Limit = 9.1	Limit = 65
	9.2	-
November 1, 2019 - November 30, 2019	Limit = 9.1	Limit = 36
	20	-

13. Acidic pH, *E. coli*, total residual chlorine, total suspended solids, ammonia, and selenium are "pollutants," or indicators thereof, as defined by §25-8-103(15), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(76).
14. The Permit does not authorize the pollutant levels identified above in paragraph 12. Division records establish that Johnstown does not have any other permit authorizing such discharge into the Little Thompson River.
15. Johnstown's failure to comply with the Permit effluent limitations set forth above in paragraph 12 constitutes violations of Part I.A.1. and Part I.A.2. of the Permit.

Failure to Properly Report

16. Pursuant to Part I.A.2. of the Permit, in order to obtain an indication of compliance or non-compliance with the effluent limitations specified in the Permit, Johnstown is required to monitor all effluent parameters specified in the Permit at the frequencies specified by the Permit. The results of such monitoring shall be reported on the DMR.
17. Pursuant to Part I.D.1. of the Permit, Johnstown is required to report all monitoring results on a monthly basis using Division approved DMRs. Johnstown is required to ensure that the DMRs are received by the Division by no later than the 28th day of the month following the end of the reporting period. Pursuant to Part I.D.8. of the Permit, each DMR shall include a certification by Johnstown that the information provided therein is true, accurate and complete to the knowledge of Johnstown.
18. Division records establish that Johnstown failed to submit DMRs to the Division by the 28th day of the month following the reporting periods identified below:

DMR Reporting Period	Monitoring Point	DMR Due Date	Date Received
July 1, 2015 - July 31, 2015	300I, 001A	08/28/2015	09/29/2015
May 1, 2017 - May 30, 2017	300I, 001A	06/28/2017	08/23/2017
November 1, 2017 - November 30, 2017	300I, 001A	12/28/2017	02/2/2018
February 1, 2019 - February 28, 2019	300I, 001A	03/28/2019	06/18/2019
March 1, 2019 - March 31, 2019	300I, 001A	04/28/2019	06/28/2019
January 1, 2019 - March 30, 2019	001A	05/28/2019	06/21/2019
April 1, 2019 - April 30, 2019	300I, 001A	04/28/2019	07/18/2019

19. Division records, as supplemented by Johnstown's DMRs, establish that Johnstown failed to submit



complete DMRs, for the following reporting periods and parameters:

Reporting Period	Missing Parameter	Monitoring Point
October 1, 2017 - October 31, 2017	Potentially Dissolved Selenium (30-Day Average), Potentially Dissolved Selenium (Daily Max)	001A

20. Division records, as supplemented by Johnstown's DMRs, establish that Johnstown failed to submit complete DMRs by the due date required in Part I.D.1. of the Permit, for the following reporting periods and parameters:

Monitoring Period	Parameter	Monitoring Point	DMR Due Date	Revised DMR Received
April 1, 2018 - June 1, 2018	Total Suspended Solids (% removal)	001A	07/28/2018	10/01/2018

21. Johnstown's failure to submit complete DMRs to the Division by the 28th day of the month following each reporting period, as identified in paragraphs 18-20 above, constitutes violations of Part I.D.1. of the Permit.

Failure to Maintain Records

22. Pursuant to Part I.D.6.a. of the Permit, Johnstown is required to establish and maintain records that include: (i.) the date, type, exact place, and time of sampling or measurements; (ii.) the individual(s) who performed the sampling or measurements; (iii.) the date(s) the analyses were performed; (iv.) the individual(s) who performed the analysis; (v.) the analytical techniques or methods used; and (vi.) the results of such analyses.
23. During the September 28, 2017 inspection, the Inspector reviewed records from January 1, 2012 to August 31, 2017, and determined Johnstown did not have adequate records for the following:
- a. Johnstown did not maintain records of the pH and total residual chlorine sample types, analytical method, time collected or time analyzed.
 - b. Johnstown did not maintain records of the selenium sample type.
24. Johnstown's failure to adequately maintain the required records constitutes violations of Part I.D.6.a. of the Permit.

NOTICE OF VIOLATION

25. Based on the foregoing Findings of Fact and Conclusions of Law, Johnstown is hereby notified that the Division has determined that Johnstown has violated the following sections of the Permit.

Part I.A.1. of the Permit, which states in part: "In accordance with the Water Quality Control Commission Regulations for Effluent Limitations, Section 62.4, and the Colorado Discharge Permit System Regulations, Section 61.8(2), 5 C.C.R. 1002-61, the permitted discharge shall not contain



effluent parameter concentrations which exceed the following limitations..."

Part I.A.2. of the Permit, which states in part: "In order to obtain an indication of the probably compliance or noncompliance with the effluent limitations specified in Part I.A, the permittee shall monitor all effluent parameters at the frequencies and sample types specified below. Such monitoring will begin immediately and last for the life of the permit unless otherwise noted. The results of such monitoring shall be reported on the Discharge Monitoring Report form (See Part I.D.)"

Part I.D.1. of the Permit, which states in part: "Reporting of the data gathered in compliance with Part I.A or Part I.B shall be on a monthly basis. Reporting of all data gathered shall comply with the requirements of Part I.D. (General Requirements). Monitoring results shall be summarized for each calendar month and reported on Division approved discharge monitoring report (DMR) forms (EPA form 3320-1).

The permittee must submit these forms either by mail, or by using the Division's Net-DMR service (when available). If mailed, one form shall be mailed to the Division, as indicated below, so that the DMR is received no later than the 28th day of the following month (for example, the DMR for the first calendar quarter must be received by the Division by April 28th). If Permit, no discharge occurs during the reporting period, "No Discharge" shall be reported."

Part I.D.6.a. of the Permit, which states in part: "The permittee shall establish and maintain records. Those records shall include, but not be limited to, the following:

- i. The date, type, exact place; and time of sampling or measurements;
- ii. The individual(s) who performed the sampling or measurements;
- iii. The date(s) the analyses were performed;
- iv. The individual(s) who performed the analyses;
- v. The analytical techniques or methods used; and
- vi. The results of such analyses."

REQUIRED CORRECTIVE ACTION

Based upon the foregoing factual and legal determinations and pursuant to §25-8-602 and §25-8-605, C.R.S., Johnstown is hereby ordered to:

26. Cease and desist from all violations of the Colorado Water Quality Control Act, §§25-8-101 through 25-8-803, C.R.S., its implementing regulations promulgated thereto and the Permit.

Furthermore, the Division hereby orders Johnstown to comply with the following specific terms and conditions of this Order:

27. Within 30 calendar days of receipt of this Order, Johnstown shall submit all delinquent DMRs and completed versions of deficient DMRs.
28. Within 30 calendar days of receipt of this Order, Johnstown shall retain the services of a professional engineer registered in the State of Colorado and experienced in domestic wastewater treatment to perform an evaluation of the Facility and recommend measures to ensure that the Facility can reliably and consistently comply with the terms and conditions of the Permit or any renewed Permit, specifically the numeric effluent limitations and monitoring requirements of the Permit. The



evaluation shall include, but not be limited to:

- a. An evaluation of the Facility's treatment processes to identify any deficiencies in the current design of the Facility. This should include, but not be limited to, an evaluation of the capacity of the current system, and the use and acceptability of the current treatment processes;
 - b. An evaluation of the Facility's current operation and maintenance practices to identify any deficiencies that may impact the Facility's ability to reliably and consistently treat wastewater;
 - c. An evaluation of the Facility's summer month and winter month operations to identify operational practices that may impact the Facility's ability to optimize MBBR treatment effectiveness;
 - d. An evaluation of current monitoring and sampling procedures, including monitoring locations to ensure representative sampling of the treatment and adherence to proper sampling methods; and,
 - e. An evaluation, recommendation, and plan for upgrades, treatment process improvements or expansion of the Facility that will ensure the Facility can meet Permit effluent limitations.
29. Within 45 calendar days of the receipt of this Order, Johnstown shall provide documentation to the Division that it has retained the services of the qualified individual or entity described in paragraph 28. The documentation shall include, at a minimum, a copy of the individual or entity's qualifications and a copy of the written contract or agreement for services, including a copy of the scope of services to be provided.
30. Within 90 calendar days of receipt of this Order, Johnstown shall submit to the Division a report summarizing the results of the engineering evaluation identified in paragraph 28. The report shall include an aggressive plan and time schedule for the implementation of specific interim and long-term measures that Johnstown will complete to address the deficiencies identified in the evaluation, to achieve reliable and consistent compliance with the Permit. This includes a specific plan and time schedule for commencing and completing construction of Facility upgrades or improvements, if necessary. If any of the corrective measures require Division site location and design approval, Johnstown shall timely file a completed site location and/or design approval request in accordance with §25-8-702, C.R.S. and 5 CCR 1002-22. Johnstown shall not initiate any necessary construction until such time that the necessary site location and design approval(s) have been obtained, as required by §25-8-702, C.R.S. and 5 CCR 1002-22, or unless otherwise specifically authorized in writing by the Division. The submitted plan and time schedule shall become a condition of this Order and Johnstown shall implement the plan and time schedule as submitted unless notified by the Division in writing that an alternate plan or time schedule is appropriate. If the Division imposes an alternate plan or time schedule, it shall also become a condition of this Order.
31. Beginning April 30, 2020, and every calendar month thereafter, Johnstown shall submit monthly progress reports to the Division by the last day of each calendar month. At a minimum, each report shall outline activities undertaken during the current month and activities planned for the next month to remain in compliance with this Order. The monthly progress reports shall be required until the issuance of written notice from the Division indicating that the reports are no longer necessary occurs.



32. If Johnstown becomes aware of any situation or circumstances that cause Johnstown to become unable to comply with any condition or time schedules set forth by this Order, Johnstown shall provide written notice to the Division within five calendar days of becoming aware of such circumstances. Johnstown's notice shall describe what, if any, impacts will occur on Johnstown's ability to comply with the Colorado Water Quality Control Act or the Permit and any impacts on the remaining conditions and/or time schedules specified by this Order, and what steps are being taken to mitigate the impacts.
33. All documents submitted under this Order shall use the same titles as stated in this Order, and shall reference both the number of this Order and the number of the paragraph pursuant to which the document is required. Within 30 calendar days of receiving Division comments on submitted documents, Johnstown shall revise the submitted document(s) to properly address the Division's comments and resubmit the document(s) for Division review.

NOTICES AND SUBMITTALS

34. For all documents, plans, records, reports and replies required to be submitted by this Notice of Violation/Cease and Desist Order, the Johnstown shall submit an original and an electronic copy to the Division at the following address:

Aly Ulibarri
Colorado Department of Public Health and Environment
Water Quality Control Division
Mail Code: WQCD-CWE-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530
Telephone: (303) 692-3163
Email: aly.ulibarri@state.co.us

35. For any person submitting documents, plans, records and reports pursuant to this Notice of Violation/Cease and Desist Order, that person shall make the following certification with each submittal:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

OBLIGATION TO ANSWER AND REQUEST FOR HEARING

36. Pursuant to §25-8-603, C.R.S. and 5 CCR 1002, §21.11 Johnstown is required to submit to the Division an answer affirming or denying each paragraph of the Findings of Fact and responding to the Notice of Violation. The answer shall be filed no later than 30 calendar days after receipt of this action.
37. Section 25-8-603, C.R.S. and 5 CCR 1002, §21.11 also provide that the recipient of a Notice of Violation may request the Division to conduct a public hearing to determine the validity of the



Notice, including the Findings of Fact. Such request shall be filed in writing with the Division and include the information specified in 5 CCR 1002, §21.4(B)(2). Absent a request for hearing, the validity of the factual allegations and the Notice of Violation shall be deemed established in any subsequent Department proceeding. The request for hearing, if any, shall be filed no later than 30 calendar days after issuance of this action. The filing of an answer does not constitute a request for hearing.

FALSIFICATION AND TAMPERING

38. Be advised, in accord with §25-8-610, C.R.S., that any person who knowingly makes any false statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained under the Colorado Water Quality Control Act or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this article is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than ten thousand dollars, or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment.

POTENTIAL CIVIL AND CRIMINAL PENALTIES

39. Johnstown is also advised that any person who recklessly, knowingly, intentionally, or with criminal negligence discharges any pollutant into any state waters commits criminal pollution if such discharge is made without a permit, if a permit is required by the Act for such discharge, or if such discharge is made in violation of any permit issued under the Act or in violation of any Cease and Desist Order or Clean-up Order issued by the Division. By virtue of issuing this Order, the State has not waived its right to bring an action for penalties under §25-8-609, C.R.S., and may bring such action in the future.

RELEASE OR DISCHARGE NOTIFICATION

40. Pursuant to §25-8-601, C.R.S., Johnstown is further advised that any person engaged in any operation or activity which results in a spill or discharge of oil or other substance which may cause pollution of the waters of the state, shall notify the Division of the discharge. If said person fails to so notify, said person is guilty of a misdemeanor, and may be fined or imprisoned or both.

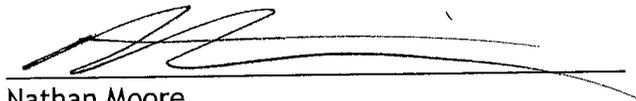
EFFECT OF ORDER

41. Nothing herein contained, particularly those portions requiring certain acts to be performed within a certain time, shall be construed as a permit or license, either to violate any provisions of the public health laws and regulations promulgated thereunder, or to make any discharge into state waters. Nothing herein contained shall be construed to preclude other individuals, cities, towns, counties, or duly constituted political subdivisions of the state from the exercise of their respective rights to suppress nuisances or to preclude any other lawful actions by such entities or the State.
42. For further clarification of Johnstown's rights and obligations under this Notice of Violation / Cease and Desist Order Johnstown is advised to consult the Colorado Water Quality Control Act, §§25-8-101 to 803, C.R.S., and regulations promulgated thereunder, 5 CCR 1002.



Issued at Denver, Colorado, this 23rd day of January 2020.

FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT



Nathan Moore
Clean Water Compliance and Enforcement Section Manager
WATER QUALITY CONTROL DIVISION

