



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

**450 S. Parish, Johnstown, CO
Monday, March 01, 2021 at 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."

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENT

Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained on the printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.

CONSENT AGENDA

The Consent Agenda is a group of routine matters to be acted on with a single motion and vote. Council or staff may request an item be removed from the Consent Agenda and placed on the Regular Agenda for discussion.

- [1.](#) Minutes - February 17, 2021
- [2.](#) Agreement Concerning Maintenance of Roadway Improvements and Water Dedication 106 E S. First Street

TOWN MANAGER REPORT

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

TOWN ATTORNEY REPORT

NEW BUSINESS

- [4.](#) Award Contractor for Sewer Interceptor Project - Phase 1
- [5.](#) Award Contract - Water Storage Tank Roof Repair

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION

6. An executive session to discuss matters subject to negotiations and to instruct negotiators pursuant to C.R.S. Section 24-6-402(4)(e) regarding an economic development project.

An executive session to discuss the acquisition of water interests pursuant to C.R.S. Section 24-6-402(4)(a).

INFORMATIONAL ITEMS

[7.](#) Informational Items

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

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Town of Johnstown

TOWN COUNCIL REGULAR MEETING
450 S. Parish, Johnstown, CO
Wednesday, February 17, 2021 at 7:00 PM

MINUTES

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor Gary Lebsack
Councilmember Chad Young
Councilmember Damien Berg
Councilmember Troy Mellon

ABSENT

Councilmember Amy Tallent
Councilmember Jesse Molinar
Councilmember Kevin Lemasters

The following staff members were also present in the meeting: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney, Marco Carani Public Works Director, Brian Phillips, Police Chief and Jamie Desroiser, Communications Manager.

AGENDA APPROVAL

Motion made by Councilmember Mellon, seconded by Councilmember Berg to Approve the Agenda with the addition of Resolution Number 2021-07. Motion carried with a roll call vote.

PUBLIC COMMENT

Mr. Richard Rainford of 1233 County Road 3 appeared before Council with some concerns about not receiving notification about construction and changes that are occurring adjacent to his property.

CONSENT AGENDA

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

1. Minutes - February 1, 2021
2. List of Bills
3. Financial Statements
4. Second Reading - Ordinance 2021-193 Approving P.U.D. Outline Development Plan for the Granary Located in the South Half of Section 7, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, Consisting of Approximately 275 Acres.

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5. Water and Sewer Service Agreement for IH Industrial One, LLC.
6. Appointment to Planning and Zoning Commission
7. Resolution 2021-06 A Resolution of the Town of Johnstown, Colorado Supporting the Application for An Energy Impact Grant from The State of Colorado Department of Local Affairs

NEW BUSINESS

1. Award Contract to CB&I (McDermott) for the construction of the South Water Tank – This is a request to award a contract to CB&I to construct a 1.5-million-gallon elevated water tank south of Pioneer Ridge near the intersection of WCR 17 and WCR 40. Based upon the bids, staff is recommending CB&I. An additional cost line item was included to build a stairway in the tank opposed to installing a vertical ladder. The stairway would provide safety for staff. Motion made by Councilmember Berg, seconded by Councilmember Mellon to award the South Tank Construction Contract to CB&I, with the added line item of \$103,000 for the stairway for a total of \$4,494,200 and approve changes of up to 5% of the project approved cost herein. Motion carried with a roll call vote.

2. Johnstown 2021 - 2030 Capital Improvement Plan – Motion made by Councilmember Mellon, seconded by Councilmember Young to approve the Johnstown 2021-2030 Capital Improvement Plan as presented. Motion carried with a roll call vote.

3. Intergovernmental Agreement Concerning Regional Broadband Needs Assessment and Feasibility Study – The IGA outlines the cost obligations of the participants (Berthoud, Johnstown, Milliken, Mead) to complete the study. Motion made by Councilmember Mellon, seconded by Councilmember Berg to approve the Intergovernmental Agreement Concerning Regional Broadband Needs Assessment and Feasibility Study as presented. Motion carried with a roll call vote.

4. CDOT Standard Utility Agreement - Contract 21-HA4-ZK-00027 – This is a contract between the Town of Johnstown and the State of Colorado, to install additional waterlines parallel to Highway 60 and East of I-25 with the intent to take over three existing water services with the ability to serve five properties currently in the Little Thompson Water District. The work will also include stormwater utility extensions on both sides of I-25. CDOT has agreed to reimburse the Town for the cost of this work. Motion made by Councilmember Berg, seconded by Councilmember Young to approve Resolution 2021-07, Authorizing the Town of Johnstown to Enter into a Standard Utility Agreement with the State of Colorado, Acting by and Through the Colorado Department of Transportation, For State Project No. NHPP 0253-280 Subaccount/WBS No. 22831, Concerning Replacement/Improvement of the Water System Along State Highway 60. Motion carried with a roll call vote.

ADJOURN

The meeting adjourned at 8:09 p.m.

Mayor

Town Clerk



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: March 1, 2021

SUBJECT: Agreement concerning Maintenance of Roadway Improvements and Water Dedication

ATTACHMENTS:

1. Agreement concerning Maintenance of Roadway Improvements and Water Dedication and Use, with Pindgilzian Properties, LLC
2. Helton & Williamsen Memo re: analysis of Water Demand
3. Site Plan for Gas Station at Hwy 60 and Parish Ave.

PRESENTED BY: Kim Meyer, Planning and Development Director
Avi Rocklin, Town Attorney

ITEM DESCRIPTION:

Pindgilzian Properties, LLC, received Planning & Zoning Commission conditional approval of a site development plan in the CB zone district, on November 18, 2020, in accordance with Johnstown Municipal Code, Section 16-145(e)(1)b.

As part of this proposed development, there are restrictions on turning movements out of this site, given its location at the SE corner of Hwy 60 and Parish Ave. Only right-in / right-out access to this corner is permitted by the Town and by CDOT. The access points to this site must be maintained with appropriate signage, and have two directional medians (“pork chops”) in place to better direct drivers and deter unsafe turning movements. The proposed agreement requires maintenance of the signage and the medians by the property owner, as there is significant likelihood of occasional damage from delivery vehicles and snow plows.

This site previously hosted a gas station. The Town Water Engineering firm, Helton & Williamsen, reviewed the estimated water demands for this use (0.42 AF Annual) and believe it to be consistent with likely prior use on this site, as well as similar uses within Town. As such, additional water dedication was not required, however Section 6 of this agreement acknowledges this prior allocation of water and memorializes the estimated water usage of 0.42 AF. As with other water agreements, if audits show that higher water usage is occurring, additional dedications may be sought.

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LEGAL ADVICE: The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE : N/A

AGREEMENT CONCERNING MAINTENANCE OF ROADWAY IMPROVEMENTS AND WATER DEDICATION AND USE

THIS AGREEMENT CONCERNING MAINTENANCE OF ROADWAY IMPROVEMENTS AND WATER DEDICATION AND USE ("Agreement") is made and entered into this 16 day of February, 2021, by and between the Town of Johnstown, a home-rule municipal corporation of the State of Colorado ("Town"), and Pindgilzian Properties, LLC, a Colorado limited liability company ("Developer") (collectively, the "Parties").

RECITALS

WHEREAS, the Town approved Developer's application to construct a convenience store with gasoline for property located in the North Half of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, known by street address as 106 East South First Street, consisting of approximately 0.373 acres ("Property"); and

WHEREAS, the approved site development plan provides accesses to the Property via South Parish Avenue and East South First Street; and

WHEREAS, as a condition of approval, Developer agreed to construct an eight-foot concrete sidewalk, compliant with the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, on the street frontages and to install two raised "pork-chop" style traffic islands, one for each access, to prevent motorists from turning left out of the Property (collectively, "Public Improvements"); and

WHEREAS, subsequent to completion of the construction of the Public Improvements, Developer agrees to maintain the Public Improvements in a good and satisfactory condition; and

WHEREAS, as part of the approval, Developer was not required to dedicate water for use on the Property because water was previously dedicated in connection with a prior use of the Property, but agrees that, absent an additional water dedication, Developer's water use shall not exceed the designated amount set forth in this Agreement; and

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

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the covenants as hereinafter set forth, it is agreed by and between the Parties as follows:

1. **Incorporation of Recitals.** The Parties confirm and incorporate the foregoing recitals into this Agreement.
2. **Maintenance of Public Improvements.** Upon completion of the Public Improvements, including the eight-foot concrete sidewalk along the street frontages and the two

raised "pork-chop" traffic islands, Developer shall maintain the Public Improvements in a good condition to a level equivalent to the initial installation ("Maintenance Standard"). Developer shall perform maintenance of the Public Improvements at appropriate intervals to sustain the Maintenance Standard. In addition to all other obligations, Developer shall ensure that the signage installed in the "pork-chop" traffic islands remains upright and that, if the signage is knocked down by a vehicle or otherwise, the signage be promptly restored to initial position. The Town shall retain the right to determine whether Developer is properly maintaining the Public Improvements.

3. **Town Inspection; Notice; Cure.** The Town shall have the right to enter the Property at all reasonable times to inspect the Public Improvements. If, upon inspection, the Town determines that Developer has failed to properly maintain, repair or replace the Public Improvements, the Town shall provide written notice to Developer of the default, requiring that corrective work be performed within ten (10) days or, if the failure cannot be cured in ten (10) days, then commenced within ten (10) days and diligently pursued to completion. The Town may, in its discretion, extend the time period for the corrective work.

4. **Town Performance of Maintenance; Developer Reimbursement Obligation.** If the corrective work is not performed or commenced and diligently pursued within the time specified above, the Town may enter the Property and perform the corrective work to bring the applicable Public Improvements to the Maintenance Standard. Upon completion of the work, the Town shall provide written notice of the cost of the corrective work to Developer, which shall include an administrative fee and, if applicable, the Town's reasonable attorney's fees. Developer shall reimburse the Town's costs within thirty (30) days of receipt of the written notice. Notwithstanding anything to the contrary herein, if the Town determines that corrective work needs to be immediately performed to protect the public health, safety or welfare, the Town may undertake to complete such corrective work without providing notice to Developer and shall be entitled to reimbursement for the costs of such work as set forth herein.

5. **Town's Limited Obligations.** Nothing in this Agreement shall be construed to require the Town to inspect, maintain, repair or replace the Public Improvements. The Town's undertaking of any of Developer's obligations as set forth in this Agreement shall not relieve Developer from the continuing obligations to inspect, maintain, repair or replace the Public Improvements as set forth in this Agreement and as otherwise required.

6. **Water Commitment.** The Parties recognize and agree that water was dedicated by a prior owner/user of the Property and that the Town is not requiring Developer to dedicate additional water. The Parties, however, desire to set forth the allotment of water that is apportioned to the Property and the Town's commitment thereto. Based on an agreed-upon analysis by the Town's Water Engineer of the anticipated amount of water to be used on the Property, the Town agrees to provide up to 0.42 acre-feet per year of water supply to Developer for use at the Property. Pursuant to the Johnstown Municipal Code, the Town reserves the right to review actual water usage at the Property and to require additional water rights dedication and/or cash-in-lieu payments if Developer's actual water usage exceeds the amount set forth herein. The Town further reserves the right to require the dedication of additional water if the use of the Property were to change.

7. Term. This Agreement shall commence on the date first shown above and, unless sooner terminated by written agreement of the Parties, shall continue in perpetuity.

8. Insurance. Developer shall maintain and keep in force during the term of this Agreement commercial general liability insurance coverage and automobile liability insurance coverage, written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, in no less than the amounts set forth herein.

- a) Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate. Coverage shall include all major divisions of coverage and be on a comprehensive basis including premises operations, personal injury liability without employment exclusion, blanket contractual, broad form property damages, medical payments and independent developers' coverage.
- b) Automobile liability coverage in the amount \$1,000,000.00 combined single limit bodily injury and property damage, each accident covering any auto.

Developer shall furnish to the Town appropriate certificates of coverage for such insurance. The insurance may not be canceled without at least fifteen (15) days' advance written notice to the Town. Any required deductible or co-insurance amount shall be paid by Developer. All coverages specified above shall waive any right of subrogation against the Town and its elected officials, officers, agents, and employees; such waiver of subrogation shall apply solely to acts, actions, omissions or neglect of Developer, and in no way limits the right of subrogation for acts, actions, omissions or neglect of the Town or others. The Town shall be named as an additional insured on Developer's commercial general liability insurance and automobile liability insurance.

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

10. Notices. All notices required under this Agreement shall be in writing and shall be deemed properly given and received: (1) when personally delivered and received, when sent by messenger service, or when forwarded by facsimile or electronic mail ("e-mail") delivery, but only upon confirmation of receipt of such facsimile or e-mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town:

Town of Johnstown
Attn: Town Manager
450 S. Parish Avenue
P. O. Box 609
Johnstown, CO 80534
Mlecerf@townofjohnstown.com

Notice to Developer:

Pindgilzian Properties, LLC
11846 Bradburn Blvd
Westminster, CO 80031

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and all heirs, transferees, successors and assigns hereof, and shall constitute covenants running with the land. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof.

12. **Governing Law and Venue.** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Weld County, Colorado.

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

14. **Amendment.** This Agreement may be amended only by mutual agreement of the Parties. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Weld County, Colorado, shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the Property.

15. **Severability.** The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado or any federal law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

16. **Attorney's Fees and Costs.** If Developer breaches this Agreement, Developer shall pay the Town's reasonable costs and expenses, including attorney's fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement.

17. **No Presumption.** Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party

acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

18. Entire Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the Parties.

19. Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

[Signature pages attached]

**TOWN OF JOHNSTOWN, COLORADO,
A MUNICIPAL CORPORATION**

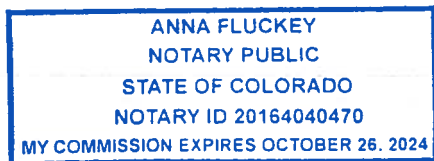
By: _____
Gary Lebsack, Mayor

By: Mandeep Singh
Name: Mandeep Singh
Its: Developer

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 16th day of February, 2021, by Manjesh Singh, as developer/owner of Pindgilzian Properties, LLC, a Colorado limited liability limited company.

Witness my hand and official seal.



Ava Fluckey
Notary Public
My Commission Expires: 10.26.2024

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY

Johnstown Gas Station Site Plan

106 East South 1st Street, Johnstown, Colorado

LEGAL DESCRIPTION

Lot 1 and 2, Block 6 Purvis Addition, recorded in Weld County dated July 21, 1932 (Reception #650762).

A tract of land located in the N1/2 of the NW1/4 of Section 9, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, Colorado, containing 0.373 acres, more or less.

1 PROPOSED SITE PLAN



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: March 1, 2021

CC: Town Staff
Local Media

SUBJECT: Town Manager's 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):

- 03/08/2021 – Council Work Session (6 p.m.)
 - 03/15/2021 – Regular Town Council Meeting
 - 04/05/2021 – Regular Town Council Meeting
-

Administration, Finance, & Planning

- *Sewer Bonding* – The Finance Director and Town Manager met with the bond financing company last week and have asked them to attend an upcoming Council meeting to discuss the plans regarding the issuance of Sewer Revenue Bonds for the sewer interceptor project.
- *DOLA Energy Impact Grant* – Staff prepared a grant application for Tier I funding for the Land Use Code Update planned for 2021.
- *2020 Audit* – Audit preparation is fully underway. Invoices for 2020 will be accepted until February 28th. The onsite fieldwork is scheduled to begin April 26th, and the preliminary fieldwork has already begun.
- *Weld RE5-J School Planning* – Staff has met several times with members of the design teams for the two schools planned for Johnstown in the next several years. These will be

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ongoing development review and coordination projects to help the district move these schools forward.

- *NFRMPO Regional Active Transportation Plan Update* – The MPO is working on an update to this plan and Town Staff is coordinating with and providing input to them to ensure alignment with our plans and intent as development occurs.

Public Works Department

Streets, Stormwater, & Parks

- *Streets* – The recent snow events have kept Staff busy plowing and shoveling snow. Once plowing is done, Staff cleans up the Downtown area and removes ice in areas where melting doesn't occur as quickly in high traffic areas. Grading of County Roads 42, 44, & 46 were completed as well as CR 20c. Crack sealing in Thompson River Ranch and Rocksbury Ridge is complete. To date, Staff has placed 16 tons of material on our streets.
- *Parks* – Disinfecting continues of our playgrounds along with trash pick-up every week. Staff is preparing all maintenance equipment for the parks and getting things ready for the upcoming season.
- *Water Emergency* – Our water plant has been down since February 11 and the Town has been on emergency interconnects. Staff have been working daily searching for the cause of the water issue we experienced. The water was tested multiple times and is safe for consumption. We also tested the water for a number of items including iron, potassium, nitrates, magnesium, TOC, sodium, hardness and all results have come back within CDPHE limits.

We are now focusing on the two storage tanks at the water treatment plant. The south tank has signs of roof deterioration and was isolated immediately when the water issue started for fear of the roof collapsing. We hired divers to look at the tank roof from the inside and found it was not the cause of the water issue, although blistering of the inner coating is occurring. The roof is still in need of replacement. The north tank is now isolated with divers inspecting it on February 22. Fire hydrants have been flushed all over Town in effort to remove the discolored water. While the plant has been down, Staff have been directed to clean and disinfect the entire plant from the DAF system that treats the raw water, to the clear well that releases the final drinking water. Public Works Staff have been assisting the plant employees with the cleaning. Getting our water plant back online is our primary objective.

- *WTP* – Just prior to the water issues arising, a fuse blew at the Water Treatment Plant that shut down all pumps and caused a drop in water pressure. Since then, fuses were installed on each pump to prevent a full shut down if one fuse fails in the future. The plants chlorine feed line had some issues due to a plugged sample line. Staff was able to repair the line and provide the necessary chlorine to the system. The second VFD at the pump house was replaced. Staff, along with Ramey Environmental and our engineer, have been working on the new Granular Activated Carbon Feed system that we expect to have install this Spring to help mitigate taste and odor issues.

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- *WTP Expansion* - Proposals are currently being reviewed for the Water Treatment Plan expansion and we hope to start interviewing potential firms to recommend a hire for design soon.

Wastewater Plant

- *CWWTP Sludge Project* – Sludge removal is underway. Approximately 3.25 million gallons have been removed of the 4 million we have in the contract awarded last month.
- *CWWTP Facility Design* – Bids have been received for the engineer new plant design. Staff will review the proposals and interview the candidates prior to making a recommendation to Council for consideration.
- *Low Point* – One of the blowers was giving us issues at Low Point. Some of the belts burned up and were replaced. Staff met with Aqua Engineering to discuss the equipment that was proposed and we were able to select the best equipment for the expansion of the plant. A request to purchase will be brought to Council in the near future.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE:	March 1, 2021
SUBJECT:	Award Contractor for Sewer Interceptor Project. Construction Manager at Risk (CMaR) – Central Phase One Sanitary Sewer Project
ACTION PROPOSED:	Consider Approve Contractor Selection
ATTACHMENTS:	1. Connell and Canterbury Cost Comparison Sheet. 2. Lift Station Cut Sheet 3. Sewer Forcemain/Gravity Line Route
PRESENTED BY:	Marco Carani, Director of Public Works

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to approve the selection of Connell Resources, Inc. to construct the Central Phase 1 Interceptor Project and Lift Station (the Central Phase One Project); at a total approved budget amount not to exceed \$10,000,000.00 for the Project.

In February 2020, Staff presented to Council a request to award a Construction Manager at Risk (CMaR) contract to Connell Resources to assist the Town's Contract Engineer IMEG, with the design of the Central Phase 1 Sanitary Sewer project. The CMaR delivery method provides for a selected Construction Manager (CM) to be included in the design process to value engineer the project based on their construction experience and includes a commitment by the CM to deliver the project within a Guaranteed Maximum Price (GMP). As part of this process, once design is at 90% complete, the Town has a right to hire an Independent Cost Estimator (ICE) for purposes of best practices and to ensure a fair price from the CM. For the ICE component, the Town hired Canterbury Construction Management Services.

Connell produced a quantity take off from the 90% set of plans issued and the quantities were used by both Connell (CM) and the Independent Cost Estimator (ICE) as the Bid Schedule/Schedule of Values for the project. This ensures that both Connell and the ICE will be comparing the same quantities and units of measure during the cost evaluation process. Connell and the ICE submitted independent cost estimates to the Town of Johnstown/IMEG for evaluation and comparison. The Town/IMEG produced an Estimate Comparison Sheet which is attached.

Following submittal of the independent cost estimates from both the CM and ICE, an estimate reconciliation meeting was conducted to discuss the results of the estimates. We evaluated cost discrepancy items within the Schedule of Values and worked to develop an appropriate cost

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consensus to develop a final Guaranteed Maximum Price. If the GMP difference between Connell and the ICE could not be resolved to within 5% or less, Connell had the right to disagree with the GMP and/or the Town could have gone out to competitive bid to get the best price available. The GMP between Connell and the ICE was within 0.47% (with Connell's figure the lessor value), and Connell has agreed to the Guaranteed Maximum Price.

The Guaranteed Maximum price is \$10,046,181.24. Originally \$10,000,000 was budgeted for this project in FY2020 and after early estimates were provided, the amount was reduced in FY2021 to \$8,232,000. The reason for the increase and closer to the original estimate, were changes to the concrete wall thickness for the new lift station, an increase in some of the material costs for the project, and allowing for an adjustment to the project contingency from 3% to 10 %. Staff is requesting Council authorize an additional \$1,768,000 for this project and a total GMP of \$10,000,000. We are working with both Connell and IMEG to provide additional value engineering on the project that we anticipate will result in a final project cost below the initial GMP. While funding is currently available within the budget based on the fact that we are only in month 2 of the fiscal year, there may be the need for a budget amendment based on how things progress throughout the rest of the calendar year/fiscal year. The Town, and design team will be continuing to review for other potential cost savings options during construction that will add additional savings toward reducing the final project costs.

LEGAL ADVICE:

The Town Attorney will review the final contract agreement for this project.

FINANCIAL ADVICE:

A total of \$8,232,000 was budgeted for this fiscal year for the Central Phase 1 portion of the comprehensive sewer capacity interceptor project. With the requested \$1,768,000, a total of \$10,000,000 would be allocated for the project award. If necessary, Staff will provide a budget amendment toward the end of the fiscal year for this project.

RECOMMENDED ACTION: Approve selection of Connell Resources, Inc. as the Town's CMaR Contractor to proceed with Construction of the Central Phase 1 Project with a GMP not to exceed \$10,000,000, and authorize the Town Manager to sign the CMaR Construction Contract with Connell Resources, Inc.

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 Construction Contract with Connell Resources, Inc. with a GMP not to exceed \$10,000,000.

For Denial: I move that we deny selection of Connell Resources, Inc. as the CMaR Contractor for the Central Phase One Sanitary Sewer Project, and proceed with competitive bids.

Reviewed and Approved for Presentation:



Town Manager

IMEG Corporation
Consulting Engineers



BID TABULATION

Client: Town of Johnstown

19000966.01

Project: **CENTRAL SEWER EXPANSION - PHASE 1**
(Sta 00+00 to 86+25)

01/11/21

				Connell Resources		Canterbury Construction		Notes
No.	Item	Quantity	Unit	Unit Price	Ext	Unit Price	Ext	
91	Lift Station - Class 1 Structure Fill	890	C.Y.	\$ 56.60	\$ 50,374.00	\$ 106.24	\$ 94,553.60	Wet Well/Emergency Well
92	Lift Station - Class 2 Structure Backfill	255	C.Y.	\$ 20.10	\$ 5,125.50	\$ -	\$ -	Valve Vault
93	Lift Station - Generator Enclosure Underslab	720	S.F.	\$ 2.00	\$ 1,440.00	\$ -	\$ -	
94	Lift Station - Generator Enclosure Footing Excavation	166	L.F.	\$ 20.50	\$ 3,403.00	\$ -	\$ -	3-feet Deep
95	Lift Station - Generator Enclosure Structure Backfill	166	L.F.	\$ 30.70	\$ 5,096.20	\$ -	\$ -	
96	Lift Station - 6-Inch Thick Aggregate Base Class 5 Gravel w/ Barrier	700	S.Y.	\$ 17.50	\$ 12,250.00	\$ 18.00	\$ 12,600.85	
97	Lift Station - Chain Link Fence w/ 16' and 12' Gates	370	L.F.	\$ 48.20	\$ 17,834.00	\$ 48.26	\$ 17,857.85	
98	Lift Station - Landscaping (Allowance)	1	L.S.	\$ 34,600.00	\$ 34,600.00	\$ 34,646.28	\$ 34,646.28	
99	Lift Station - Dewatering	16	WK.	\$ 2,250.00	\$ 36,000.00	\$ 3,196.48	\$ 51,143.68	
100	Lift Station - Bollard	7	EA.	\$ 385.00	\$ 2,695.00	\$ 604.39	\$ 4,230.70	
101	Lift Station - Concrete	1	L.S.	\$ 602,600.00	\$ 602,600.00	\$ 580,397.95	\$ 580,397.95	
102	Lift Station - Masonry	1	L.S.	\$ 66,700.00	\$ 66,700.00	\$ 73,898.21	\$ 73,898.21	
103	Lift Station - Metals	1	L.S.	\$ 88,300.00	\$ 88,300.00	\$ 95,649.14	\$ 95,649.14	
104	Lift Station - Wood and Plastics	1	L.S.	\$ 86,900.00	\$ 86,900.00	\$ 22,494.67	\$ 22,494.67	
105	Lift Station - Thermal & Moist Protection	1	L.S.	\$ 21,500.00	\$ 21,500.00	\$ 22,393.05	\$ 22,393.05	
106	Lift Station - Doors & Windows	1	L.S.	\$ 29,600.00	\$ 29,600.00	\$ 19,123.59	\$ 19,123.59	
107	Lift Station - Finishes	1	L.S.	\$ 292,900.00	\$ 292,900.00	\$ 273,244.82	\$ 273,244.82	
108	Lift Station - Equipment	1	L.S.	\$ 509,200.00	\$ 509,200.00	\$ 480,284.06	\$ 480,284.06	
109	Lift Station - Mechanical	1	L.S.	\$ 450,600.00	\$ 450,600.00	\$ 383,460.41	\$ 383,460.41	
110	Lift Station - Electrical	1	L.S.	\$ 1,100,400.00	\$ 1,100,400.00	\$ 1,038,976.11	\$ 1,038,976.11	
111	Lift Station - Electrical/Plumbing/Mechanical Contingency	1	L.S.	\$ 11,000.00	\$ 11,000.00	\$ 10,938.99	\$ 10,938.99	
112	Construction Traffic Control - CR 46.5 Mobilization	1	L.S.	\$ 1,040.00	\$ 1,040.00	\$ 1,039.39	\$ 1,039.39	
113	Construction Traffic Control - CR 46.5 MHT Plans	3	EA.	\$ 57.70	\$ 173.10	\$ 57.74	\$ 173.23	
114	Construction Traffic Control - CR 46.5 Traffic Control Supervisor	5	DAY	\$ 577.00	\$ 2,885.00	\$ 115.49	\$ 577.44	
115	Construction Traffic Control - CR 46.5 Inspections	60	DAY	\$ 92.30	\$ 5,538.00	\$ 92.39	\$ 5,543.40	
116	Construction Traffic Control - CR 46.5 Road Closure Equipment	60	DAY	\$ 98.00	\$ 5,880.00	\$ 98.16	\$ 5,889.87	
117	Construction Traffic Control - CR 46.5 Shoulder Closure Equipment	20	DAY	\$ 36.90	\$ 738.00	\$ 36.96	\$ 739.12	
118	Construction Traffic Control - CR 46.5 Flagging	160	HR.	\$ 31.10	\$ 4,976.00	\$ 31.18	\$ 4,989.06	
119	Railroad Flagging (Allowance)	200	HR.	\$ 144.00	\$ 28,800.00	\$ 184.78	\$ 36,956.03	
120	Potholing (Allowance)	200	HR.	\$ 238.00	\$ 47,600.00	\$ 346.46	\$ 69,292.56	
121	Mobilization/Site Management	1	L.S.	\$ 147,500.00	\$ 147,500.00	\$ 262,081.79	\$ 262,081.79	
122	Construction Surveying	1	L.S.	\$ 26,000.00	\$ 26,000.00	\$ 27,003.31	\$ 27,003.31	
123	Performance and Payment Bonds	1	L.S.	\$ 50,100.00	\$ 50,100.00	\$ 85,433.41	\$ 85,433.41	
TOTAL-SCHEDULE B					\$ 7,779,526.30		\$ 8,079,150.75	
C. SUPP 1 - Waterline Extension								
124	8-Inch PVC Waterline (DR 14)	5,376	L.F.	\$ 59.80	\$ 321,484.80	\$ 67.06	\$ 360,514.56	
125	8-Inch Gate Valve	6	EA.	\$ 2,170.00	\$ 13,020.00	\$ 2,340.36	\$ 14,042.14	w/ Offset Marker
126	8-Inch Plug	1	EA.	\$ 416.00	\$ 416.00	\$ 263.31	\$ 263.31	
127	Fire Hydrant Assembly	1	EA.	\$ 9,550.00	\$ 9,550.00	\$ 10,173.80	\$ 10,173.80	w/ Bollards
128	6-Inch Tee	1	EA.	\$ 727.00	\$ 727.00	\$ 348.77	\$ 348.77	
129	8" x 6" Reducer	1	EA.	\$ 639.00	\$ 639.00	\$ 424.99	\$ 424.99	
130	Connect to Existing 6-Inch Waterline	1	EA.	\$ 498.00	\$ 498.00	\$ 424.99	\$ 424.99	
131	8-Inch 90-Degree Bend w/ Thrustblock	2	EA.	\$ 4,170.00	\$ 8,340.00	\$ 538.17	\$ 1,076.34	
132	8-Inch 45-Degree Bend w/ Thrustblock	9	EA.	\$ 605.00	\$ 5,445.00	\$ 506.09	\$ 4,554.83	
133	8-Inch 22.5-Degree Bend w/ Thrustblock	1	EA.	\$ 624.00	\$ 624.00	\$ 535.86	\$ 535.86	
134	8-Inch 11.25-Degree Bend w/ Thrustblock	4	EA.	\$ 593.00	\$ 2,372.00	\$ 505.26	\$ 2,021.03	
135	8-Inch Back Flow back Check	0	EA.	\$ 20,200.00	\$ -	\$ 16,843.87	\$ -	w/ Vault
136	18-Inch Steel Casing Bore (SH 60 & RR)	118	L.F.	\$ 1,140.00	\$ 134,520.00	\$ 1,108.90	\$ 130,850.20	
137	Construction Traffic Control	1	L.S.	\$ 1,730.00	\$ 1,730.00	\$ 1,732.31	\$ 1,732.31	
138	Railroad Flagging (Allowance)	300	HR.	\$ 144.00	\$ 43,200.00	\$ 144.36	\$ 43,308.00	
139	Potholing	150	HR.	\$ 127.00	\$ 19,050.00	\$ 346.46	\$ 51,969.00	
140	Mobilization/Site Management	1	L.S.	\$ 49,900.00	\$ 49,900.00	\$ 77,711.61	\$ 77,711.61	
141	Construction Surveying	1	L.S.	\$ 9,800.00	\$ 9,800.00	\$ 10,125.95	\$ 10,125.95	
142	Performance and Payment Bonds	1	L.S.	\$ 4,870.00	\$ 4,870.00	\$ 9,297.97	\$ 9,297.97	
TOTAL - SCHEDULE C					\$ 626,185.80		\$ 719,375.68	
D. SUPP 2 - Testing & Replacing Existing 12-Inch Force Main								
143	Testing Ex 12-Inch Force Main	2,150	L.F.	\$ 2.10	\$ 4,515.00	\$ 2.41	\$ 5,183.08	
144	Remove Existing 12-Inch Force Main	2,060	L.F.	\$ 10.30	\$ 21,218.00	\$ 146.32	\$ 301,424.95	Allowance
145	Replace Existing 12-Inch Force Main	2,060	L.F.	\$ 126.00	\$ 259,560.00	\$ -	\$ -	Allowance
146	12-Inch 11.25-Degree Bend	2	EA.	\$ 1,610.00	\$ 3,220.00	\$ 1,602.97	\$ 3,205.94	Epoxy Lined
147	12-Inch 45-Degree Bend	7	EA.	\$ 1,670.00	\$ 11,690.00	\$ 1,669.79	\$ 11,688.50	Epoxy Lined
148	12-Inch Force Main -12" Connections to Existing RR Casing Force Main	2	EA.	\$ 2,850.00	\$ 5,700.00	\$ 1,867.43	\$ 3,734.87	w/ Solid Sleeves
149	Remove/Replace Existing 12-Inch Force Main in 24-Inch Casing	90	L.F.	\$ 180.00	\$ 16,200.00	\$ 184.78	\$ 16,630.21	RR Spur Crossing
150	Potholing	16	HR.	\$ 238.00	\$ 3,808.00	\$ 346.46	\$ 5,543.40	
151	Mobilization	1	L.S.	\$ 25,800.00	\$ 25,800.00	\$ 43,475.31	\$ 43,475.31	
152	Construction Surveying	1	L.S.	\$ 3,790.00	\$ 3,790.00	\$ 3,915.03	\$ 3,915.03	
153	Performance and Payment Bonds	1	L.S.	\$ 2,090.00	\$ 2,090.00	\$ 4,658.66	\$ 4,658.66	
TOTAL - SCHEDULE D					\$ 357,591.00		\$ 399,459.95	
E. SUPP 3 - Demolish/Decommissioning of Existing JF Lift Station								
154	Remove Fence	140	L.F.	\$ 9.50	\$ 1,330.00	\$ 8.60	\$ 1,204.54	
155	Remove Pump Housing	1	L.S.	\$ 10,900.00	\$ 10,900.00	\$ 9,428.41	\$ 9,428.41	
156	Remove 8-Inch Concrete Slab	425	S.F.	\$ 3.70	\$ 1,572.50	\$ 5.77	\$ 2,454.11	
157	Clean Wetwell/Backfill w/ Gravel	45	C.Y.	\$ 106.00	\$ 4,770.00	\$ 128.35	\$ 5,775.53	
158	Xcel Energy Service Remove Fees	1	L.S.	\$ 1,150.00	\$ 1,150.00	\$ 2,309.75	\$ 2,309.75	
P & P Bonds						\$ 124.92	\$ 124.92	
TOTAL - SCHEDULE E					\$ 19,722.50		\$ 21,297.26	
F. Project Contingency								
159	Project Contingency (3%)	1	D.L.R.	\$ 10,361,521.40	\$ 310,845.64	\$ 10,498,369.53	\$ 314,951.09	
TOTAL - BID PRICE - Including Water Main					\$ 10,672,367.04		\$ 10,813,320.61	
TOTAL - BID PRICE - Sanitary System Only (No Water)					\$ 10,046,181.24		\$ 10,093,944.93	

% Difference
Connell to Cant.
53.3%

97.2%
99.9%
99.9%
70.4%
103.8%
90.3%
92.3%
386.3%
96.0%
154.8%
107.2%
106.0%
117.5%
105.9%
100.6%
100.1%
99.9%
499.6%
99.9%
99.8%
99.8%
99.7%
77.9%
68.7%
56.3%
96.3%
58.6%
96.3%

CCMS combined 144 & 145

87.1%
100.4%
100.0%
152.6%
97.4%
68.7%
59.3%
96.8%
44.9%
89.5%

Central Phase One - No Water, Reuse Ex. 12" FM

\$ 9,693,105.24

IMEG Corporation
Consulting Engineers



BID TABULATION

Client: Town of Johnstown

19000966.01

Project: **CENTRAL SEWER EXPANSION - PHASE 1**
(Sta 00+00 to 86+25)

01/11/21

				Connell Resources		Canterbury Construction		
No.	Item	Quantity	Unit	Unit Price	Ext	Unit Price	Ext	Notes

% Difference
Connell to Cant.

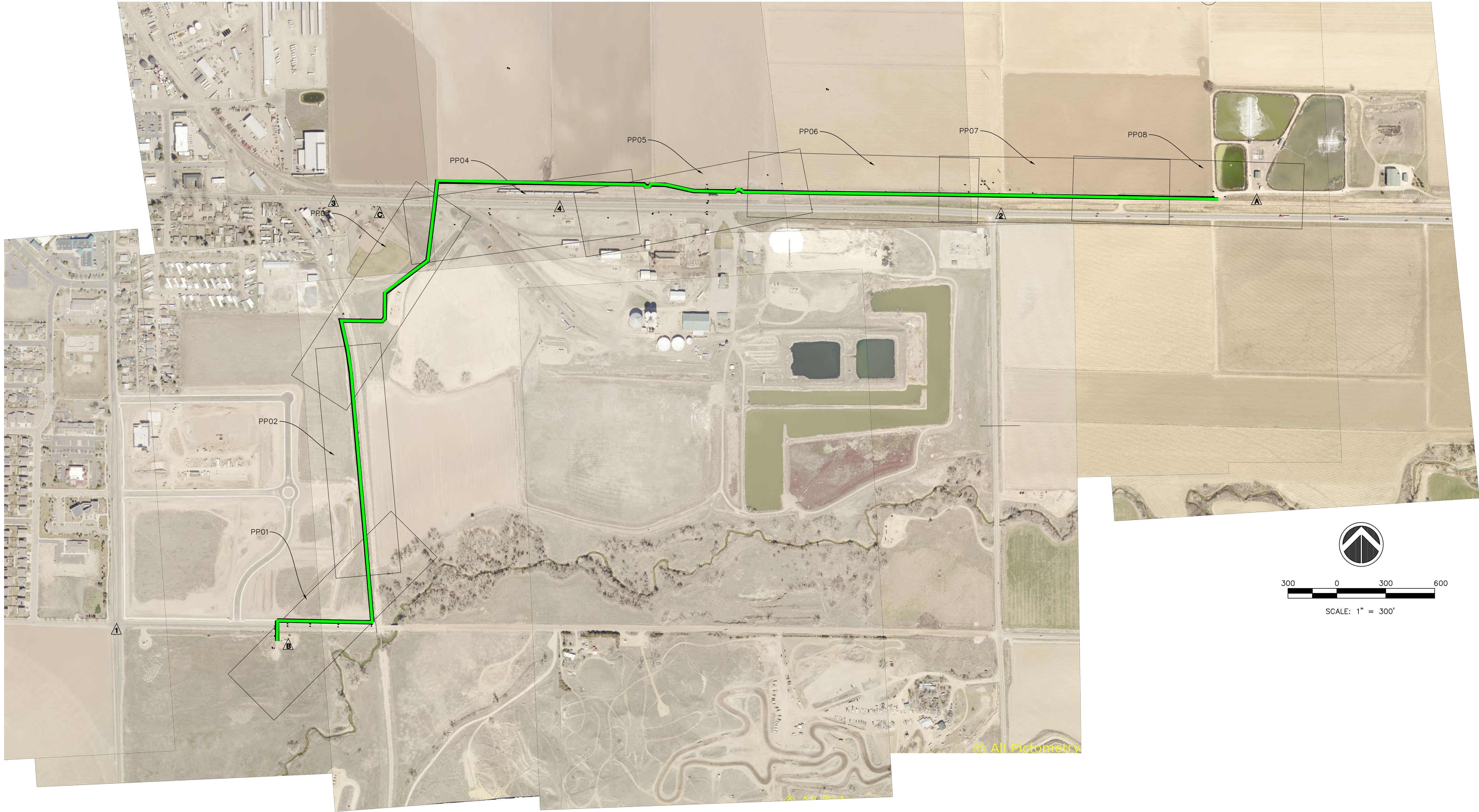
VE Discussion Ideas & Thoughts - Lift Station/Force Main

Approximate Impact on Totals

	Increase	Decrease	
1. Increase wet well, etc . walls to 16" thick, full height.	\$25,000		
2. Xypex Bio-San C-500 additive to both seal and provide H2S protection - eliminate separate interior coating & exterior bitumastic type coating.		\$93,800	
3. Raise pipes in pipe gallery 1'+/-, go over 72" storm vs. under		??	
4. Revisions at 46 1/2 if we go with CR 46 Option for Phase II		\$30,000	
5. Move Odor Control to outside, reduce bldg size, move emergency storage vault access to exterior (small room hazard rating reduced)		???	
6. Eliminate 4 of 6 force main cross-overs (1/21/21)		\$170,100	
7. Eliminate Zinc Caps on fusible PVC MJ Fittings (force mains)		\$15,000	
Approx. Sub-totals	\$25,000	\$308,900	+ ??? #5 & #8
8. Change from Hobas Gravity Sewer Pipe to SDR35 PVC Pipe		\$74,498	
Potential Totals	\$25,000	\$383,398	+ ??? #5 & #8

CONTINGENCY Funds (Actual & Potential)

		Approx %	TOTAL COST +/-
1. Item F (#159) - Project Contingency	\$310,846	3.20%	\$ 9,735,335.60
2. #111 - Lift Station Contingency - Electrical/Mech/ etc.	\$11,000	0.11%	
3. Above VE Change Potential Savings	\$263,900	2.92%	
4. #14 - Reduced Dewatering - gravity (in road, shallower, shorter)	\$60,000	0.62%	
Total Funds for Potential Contingency	\$665,746	6.85%	\$ 9,380,435.60
6. Item D - Possible reduction if total new 12" force main not required.	\$300,000	3.09%	
Total Funds for Potential Contingency	\$965,746	9.93%	\$ 9,080,435.60
7. If include change from Hobas to PVC Gravity Sewer	\$74,498	0.77%	
Total Funds for Potential Contingency	\$1,040,244	10.70%	\$ 9,005,937.60



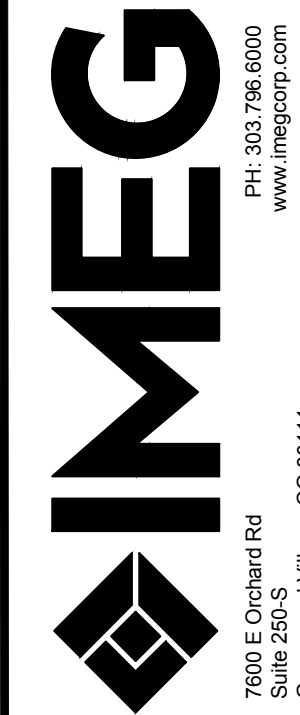
SURVEY CONTROL NOTES:

- CONTRACTOR SHALL CONFIRM ALL PROJECT CONTROL POINTS (HORIZONTAL AND VERTICAL LOCATIONS) PRIOR TO CONSTRUCTION, AND PROVIDE DOCUMENTATION TO THE TOWN THAT CONFIRM THE CONTROL INFORMATION SHOWN IN THE TABLE IS ACCURATE. CONTRACTOR SHALL IDENTIFY ANY LOST, OBLITERATED, OR NON-ACCURATE SURVEY CONTROL POINTS.
- CONTRACTOR SHALL SET ADDITIONAL TEMPORARY CONTROL POINTS BASED ON THE SURVEY CONTROL POINTS AS NEEDED DURING CONSTRUCTION. CONTRACTOR SHALL ASSURE THAT TEMPORARY CONTROL POINTS ARE SET PRIOR TO OBLITERATING EXISTING PROJECT CONTROL POINTS WITHIN THE LIMITS OF THE WORK.

HORIZONTAL CONTROL			
#	NORTHING	EASTING	DESCRIPTION
1	1362626.4573	3165595.1829	W 1/4 CORNER SECTION 9
2	1365201.9202	3170995.2935	NE CORNER SECTION 9
3	1365261.6845	3166915.5753	1/4 CORNER SECTION 4/9
4	1365246.7102	3168275.2409	1/4 CORNER SECTION 9

VERTICAL CONTROL		
#	DESCRIPTION	ELEVATION
A - SS MH C	SANITARY MANHOLE RIM @ CWWTP	4770.49
B - LIFT STATION	NE CORNER SLAB OF JFLS	4779.33
C - BENCHMARK	BM @ SOUTH SIDE OF SH 60	4800.59

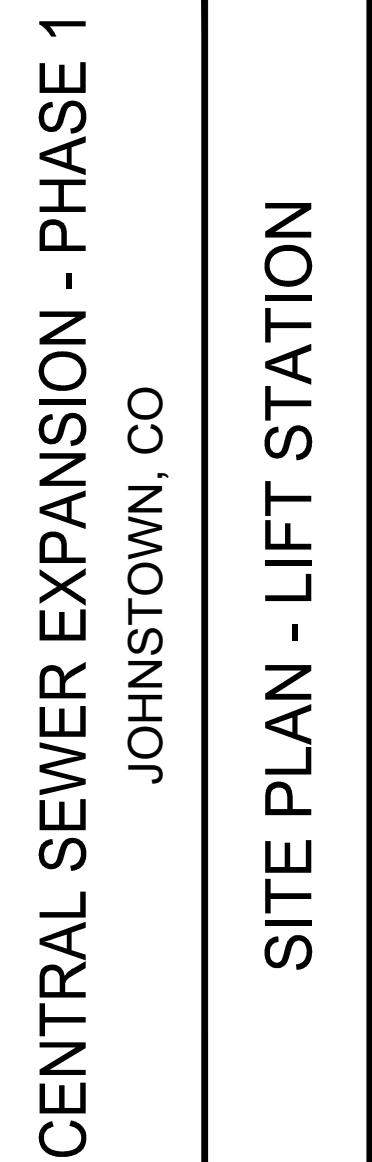
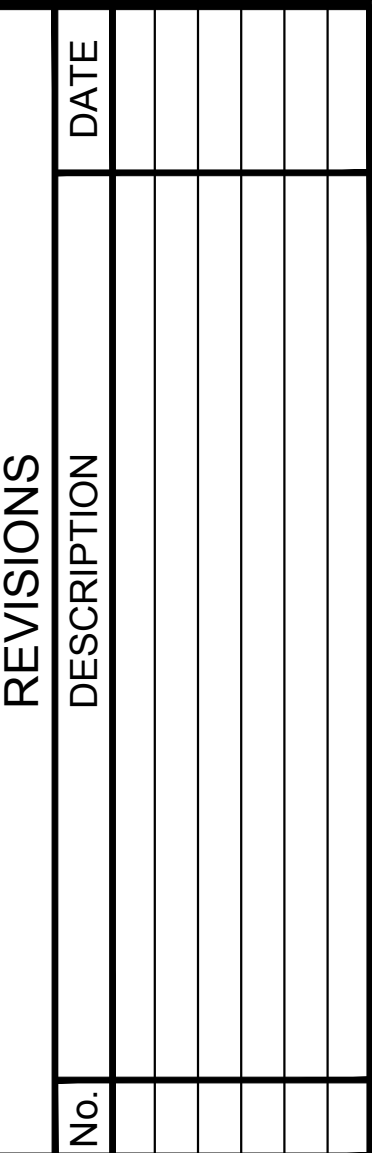
REVISIONS		DATE
No.	DESCRIPTION	
1	ISSUE 100% SET FOR PRICING	12/10/2020
2	100% CONSTRUCTION PLANS - BUILDING PLAN REVIEW	12/10/2020



CENTRAL SEWER EXPANSION - PHASE 1
JOHNSTOWN, CO

PROJECT LAYOUT AND SURVEY CONTROL

IMEG Project No:
19000966.01
File Name:
19000966_03_PROJECT LAYOUT_CENTRAL-20201021.dwg
© COPYRIGHT 2020
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Field Book No:
Drawn By: TCG
Checked By: GAW
Date: 11/13/2020
G03
Sheet 3 of 68



26



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 1, 2021

SUBJECT: Award Storage Tank Repair Contractor

ACTION PROPOSED: Consider Awarding Storage Tank Roof Repair to Tanco Engineering (steel roof)

ATTACHMENTS:

1. Tanco Engineering Quote
2. Advanced Tank Quote
3. Maguire Iron Quote
4. Marine Diving Solutions
5. Pictures of Damage
6. Picture of Top of Tank

PRESENTED BY: Marco Carani, Public Works Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award the South Storage Tank Roof Repair Tanco Engineering for replacement of a steel domed roof.

In the spring of 2020, while installing tank vents on the south water storage tank at the Water Treatment Plant, staff found deterioration of the roof supports. Funds were budgeted in 2021 in the amount of \$150,000 to repair the roof, and staff was planning on scheduling the replacement to be done in the Fall. Last month additional inspections of the tank were conducted and additional deterioration was noted and also the lack of a protective coating inside the tank. This protective coating keeps the inside of the tank from rusting. With these issues in mind, staff has accelerated the roof replacement while the Water Treatment Plant is down for maintenance. If the work is started right away, plans are to be back online prior to the water demands in May or June.

Due to timing of this project, staff solicited four bids from pre-selected contractors that were best qualified to perform this work. Tanco Engineering, Marine Diving Solutions, Mcguire Iron and Advanced Tank. Three of the bidders submitted bids on a steel roof and all four provided bids on an aluminum roof. The scope of work will include full removal of the roof and roof supports, and installation of a domed steel. An alternate quote for coating the inside of the tank was also provided. After reviewing this portion of the bids, Staff believed the coating bids were

The Community That Cares

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unreasonably high and will look to contract this out separately. Weather permitting, the estimated timeframe to complete this repair is approximately 4 – 5 weeks with steel and 7-9 weeks with aluminum after issuing the Notice to Proceed. This will put completion of the work at not later than the end of April. Once the tank is back online, staff will contact National Coating who previously painted the tank to paint the outside area that was affected by repair. This would be a separate contract which may be handled administratively because of cost.

The quotes solicited are as follows:

Bidders	Steel	Aluminum
Tanco Engineering	\$129,000	\$185,000
Advanced Tank	\$162,500	\$194,255
Maguire Iron	\$300,000	\$256,400
Marine Diving Solutions	No Bid	\$168,990

With the age of the tanks, built in 1966 and 1984, the possibility of being either replaced, upsized or even removed to build an elevated tank, and the difference in construction time, staff is recommending the roof be replaced with steel.

LEGAL ADVICE:

Our standard small vendor agreement will be used for this scope of work.

FINANCIAL ADVICE:

In FY 2021, \$150,000 was budgeted and approved for this project.

RECOMMENDED ACTION: Staff recommend awarding this Contract to Tanco Engineering in the amount not to exceed \$129,000.

SUGGESTED MOTIONS:

For Approval: I move to award of this contract to Tanco Engineering in an amount of \$129,000.

For Denial: I move that we deny awarding a contract and solicit more bids for this project.

Reviewed and Approved for Presentation:



Town Manager

TANCO

ENGINEERING, INC.

1400 TAURUS COURT, LOVELAND, CO 80537-3297

WWW.TANCOENG.COM

TEL (970) 776-4200

FAX (970) 776-4300

February 11th, 2021

Marco Carani
City of Johnstown
Johnstown, CO

Dear Mr. Carani,

In response to your request, TANCO is pleased to submit this LUMP SUM price for various repair options on your existing tank (50' diameter x 52.5' tall) at your Johnstown, CO facility. Please reference this proposal in any resulting contract or purchase order.

Price

TANCO's Lump Sum price to provide all materials, fabrication, engineering, field labor, supervision, tools, supplies and equipment required to execute the scope of work is broken out below:

Option 1 (Replace Damaged Sections of Rafters)	\$77,000
Option 2 (Replace Cone Roof Plate and Rafters)	\$120,000
Option 3 (Replace Existing Cone Roof with Umbrella Roof)	\$129,000
Option 4 (Replace Existing Cone Roof with Aluminum Geodome Roof)	\$185,000
 Coatings Cost for Option 1 Repairs	 \$58,000
Coatings Cost for Option 2 Repairs	\$88,000
Coatings Cost for Option 3 Repairs	\$83,000

Schedule

We estimate that completion of your tank work will take 2 weeks with a 6 person crew working a 5-10's schedule for Option 1. We estimate that completion of your tank work will take 3-4 weeks with a 6 person crew working a 5-10's schedule for Option 2. We estimate that completion of your tank work will take 4-5 weeks with a 6 person crew working a 5-10's schedule for Option 3. Our planned working time is Monday- Friday from 6:00 a.m. – 5:00 p.m. **We can arrive onsite as soon as a PO is received for repair options 1-3. There is an 8 week lead time for the procurement of the aluminum geodome.**

See below the Clarifying Notes, Assumptions, and Exclusions form, as it is an integral part of our proposal.

Please feel free to contact me at (970) 776-4211 if you have any questions or need more information.

Regards,

Keegan Maloney
Project Manager

TANCO'S CLARIFYING NOTES, ASSUMPTIONS AND EXCLUSIONS

1. This proposal is firm for acceptance for 30 days. **Note: Material Costs Subject to Escalation Due to Import Tarrif Implementation by the Government. Material Costs are Price in Effect at Time of Shipment from Material Vendor.**
2. The schedule in this proposal is based on our current workload and is contingent upon receipt of materials as committed to us. Our labor forces and equipment are subject to prior sale.
3. This proposal is based on one move in; one move out for all contractors and subs. Any additional mobilization or shutdown time due to customer will be billed as an extra.
4. Any period of delay due to causes beyond the reasonable control of TANCO will be added to the time for completion of this work.
5. In the event that our work should be stopped periodically for reasons beyond our control, our average cost to shutdown a crew is \$ 1,000 per hour. If we could work part of the day and/or could make up some hours by working late or on Saturday, these costs could be reduced or eliminated.
6. Local building permits or special licenses required for the construction of this tank shall be obtained by others. Costs to provide any extra information (beyond standard submittals) for permitting purposes would be added to our contract price. If "hot work" or other special site permits are required, they must be issued prior to the beginning of a day's work period to avoid delays.

Clarifications

1. We assume that access to the tank site and a suitable work area around the tank will be provided. We also assume that the site is in a well-drained area and that soil conditions will allow our trucks and equipment to move around the area under their own power. If required, the work and storage areas will be kept free of excessive dust, ice, mud, and/or water by others.
2. Purchaser shall provide clear and open space adjacent to the construction site adequate for receiving and storing materials and construction equipment. As a safety precaution, our field construction forces do not operate hoisting equipment or install rigging within 15 feet of live 220 volt electric power lines (larger clear distances are required for lines of higher voltage). If such are present at the time of construction, the cost of moving them or otherwise making them safe will be for the Purchaser's account.
3. The tank is to be cleaned, isolated, and gas freed by others. TANCO is to be notified of any conditions that may present a danger to our crew.
4. We have assumed that once the tank has been cleaned, gas-freed and isolated, any special confined/enclosed spaced requirements will be unnecessary. We would continue to monitor the air both inside and outside of the tank and provide a firewatch per the following clarifying note. Entry/hot work permits also will be obtained as needed and fire extinguishers will be on hand. However, our pricing does not include such items as fresh air gear, air educators, lifelines, special clothing or PPE, warning horns, explosion-proof lights or standby rescue crews.
5. Our proposal does not include a non-working safety watch, fire watch, hole watch, or confined space rescue.
6. Our proposal does not include seal welding of any underside laps of the umbrella roof, cone roof, or existing roof. We have not included any seal welding of roof rafters to roof plate.
7. Our proposal is based on using A36 steel from API Group I.

8. Our proposal is based on using 3/16" thick roof plate.
9. Pricing is based on reusing existing roof appurtenances.
10. Our price does not include post weld heat treatment or stress relieving procedures.
11. Our proposal is based on us being able to reuse the existing center column and top dollar plate.
12. Coating pricing is based on disinfecting only areas where new coating has been applied for each repair option.
13. Our proposal does not include any coating repairs for installation of the aluminum geodome option.
14. Our proposal is based on us being able to reuse the existing top angle and rafter clips/chairs. It has been assumed that the existing rafter chairs have two bolt holes each to bolt the new rafters to and same for the center column dollar plate.
15. Our proposal is based on us being able to safely walk on the existing cone roof to perform our scope of work.
16. Our price does not include piping or valves beyond the exterior flanges on the tank nozzles. New gaskets and bolts have not been included.
17. We plan to use our current weld procedures and welder qualifications. TANCO's standard welding procedures call for all down flat welds to be single pass with E7024 rod. All welds on the tank shell will be made with E6010.
18. We have assumed that there are no special or toxic coatings or linings on the tank interior.
19. Our proposal does not include any coating work.
20. Our pricing for tank coatings only includes costs for the actual tank repairs and does not include costs for coating damages on other surfaces from performing the repair work as we do not know what the extent of the coating repairs is until we complete mechanical repairs.
21. We have assumed that the existing tank materials are weldable. Any cost to assure weldability would be added to our price.
22. Our proposal includes all required AWWA D100 required NDE.
23. TANCO's bid does not include a hydrotest.
24. We have relied on the drawings and specifications provided in developing our price. Any revisions or corrections to the information provided will be evaluated for impact to our quoted price and schedule.
25. Our price is based on receiving the entire project.
26. Taxes have not been included in our price. TANCO will collect taxes at the end of the job, if appropriate.

27. Below are the clarifications, exclusions, and assumptions for the aluminum geodome:

1.2 Design Standards and Certifications

- API 650.
- ASCE 7-16.
- EN 10204 3.1 Metallic products. Types of Inspection Documents.
- EN 485-2. Aluminum and aluminum alloy. Mechanical properties.
- EN 515. Aluminum and Aluminum alloys; wrought products; temper designations.
- EN 573-3. Aluminum and aluminum alloys. chemical composition of wrought products.
- EN 755-9. Aluminum and aluminum alloys. Extruded rod/bar, tube and profiles. Profiles and tolerances.
- ISO 9001.
- CE Marking.

1.3 Design Loads and Criteria

Item	LL(kN/m ²)	Wind (mph)	Seismic	Suspended IFR LL(kN/m ²)	Snow Load (kN/m ²)	Suspended DL(kN/m ²)	Support Type	P/V (" WC)
1	0.72	120	Ss:17% S1:5.6%	0.00	1.68	0.00	Fixed	Atm

Wind Load: Exposure category C

Snow Load: ground snow (Ct=1.2 & Ce=1.0)

Seismic: T:4 ; Site Class D

External tension ring required (excluded from price), estimated required S275 200x10mm.

1.4 Materials and alloys

- Struts an Batten Bars: 6082-T6 and 6005-T6.
- Gusset Plates: 6082-T651.
- Triangular Panels and Flashing: 3003-H16.
- Structure Connections: DIN933 SS316 bolt & nuts.
- Batten Bar Gaskets: Silicone.
- Sealant: Silicone.
- Material Finish: Mill.

Thank you for the opportunity to submit this proposal. The above clarifications and comments are intended to communicate the basis of our proposal. TANCO will gladly negotiate changes to best suit your requirements. If there are any questions, or if we can be of further service, please contact us at your earliest convenience. We look forward to working with you in the near future.

TANCO

ENGINEERING, INC.

1400 TAURUS COURT, LOVELAND, CO 80537-3297

WWW.TANCOENG.COM

TEL (970) 776-4200

FAX (970) 776-4300

February 11th, 2021

Marco Carani
City of Johnstown
Johnstown, CO

Dear Mr. York,

In response to your request, TANCO is pleased to submit this LUMP SUM price for various repair options on your existing tank (50' diameter x 52.5' tall) at your Johnstown, CO facility. Please reference this proposal in any resulting contract or purchase order.

Price

TANCO's Lump Sum price to provide all materials, fabrication, engineering, field labor, supervision, tools, supplies and equipment required to execute the scope of work is broken out below:

Option 1 (Replace Damaged Sections of Rafters)	\$77,000
Option 2 (Replace Cone Roof Plate and Rafters)	\$120,000
Option 3 (Replace Existing Cone Roof with Umbrella Roof)	\$129,000
 Coatings Cost for Option 1 Repairs	 \$58,000
Coatings Cost for Option 2 Repairs	\$88,000
Coatings Cost for Option 3 Repairs	\$83,000

Schedule

We estimate that completion of your tank work will take 2 weeks with a 6 person crew working a 5-10's schedule for Option 1. We estimate that completion of your tank work will take 3-4 weeks with a 6 person crew working a 5-10's schedule for Option 2. We estimate that completion of your tank work will take 4-5 weeks with a 6 person crew working a 5-10's schedule for Option 3. Our planned working time is Monday- Friday from 6:00 a.m. – 5:00 p.m. **We can arrive onsite as soon as a PO is received.**

See below the Clarifying Notes, Assumptions, and Exclusions form, as it is an integral part of our proposal.

Please feel free to contact me at (970) 776-4211 if you have any questions or need more information.

Regards,

Keegan Maloney
Project Manager

TANCO'S CLARIFYING NOTES, ASSUMPTIONS AND EXCLUSIONS

1. This proposal is firm for acceptance for 30 days. **Note: Material Costs Subject to Escalation Due to Import Tarrif Implementation by the Government. Material Costs are Price in Effect at Time of Shipment from Material Vendor.**
2. The schedule in this proposal is based on our current workload and is contingent upon receipt of materials as committed to us. Our labor forces and equipment are subject to prior sale.
3. This proposal is based on one move in; one move out for all contractors and subs. Any additional mobilization or shutdown time due to customer will be billed as an extra.
4. Any period of delay due to causes beyond the reasonable control of TANCO will be added to the time for completion of this work.
5. In the event that our work should be stopped periodically for reasons beyond our control, our average cost to shutdown a crew is \$ 1,000 per hour. If we could work part of the day and/or could make up some hours by working late or on Saturday, these costs could be reduced or eliminated.
6. Local building permits or special licenses required for the construction of this tank shall be obtained by others. Costs to provide any extra information (beyond standard submittals) for permitting purposes would be added to our contract price. If "hot work" or other special site permits are required, they must be issued prior to the beginning of a day's work period to avoid delays.

Clarifications

1. We assume that access to the tank site and a suitable work area around the tank will be provided. We also assume that the site is in a well-drained area and that soil conditions will allow our trucks and equipment to move around the area under their own power. If required, the work and storage areas will be kept free of excessive dust, ice, mud, and/or water by others.
2. Purchaser shall provide clear and open space adjacent to the construction site adequate for receiving and storing materials and construction equipment. As a safety precaution, our field construction forces do not operate hoisting equipment or install rigging within 15 feet of live 220 volt electric power lines (larger clear distances are required for lines of higher voltage). If such are present at the time of construction, the cost of moving them or otherwise making them safe will be for the Purchaser's account.
3. The tank is to be cleaned, isolated, and gas freed by others. TANCO is to be notified of any conditions that may present a danger to our crew.
4. We have assumed that once the tank has been cleaned, gas-freed and isolated, any special confined/enclosed spaced requirements will be unnecessary. We would continue to monitor the air both inside and outside of the tank and provide a firewatch per the following clarifying note. Entry/hot work permits also will be obtained as needed and fire extinguishers will be on hand. However, our pricing does not include such items as fresh air gear, air educators, lifelines, special clothing or PPE, warning horns, explosion-proof lights or standby rescue crews.
5. Our proposal does not include a non-working safety watch, fire watch, hole watch, or confined space rescue.
6. Our proposal does not include seal welding of any underside laps of the umbrella roof, cone roof, or existing roof. We have not included any seal welding of roof rafters to roof plate.
7. Our proposal is based on using A36 steel from API Group I.

8. Our proposal is based on using 3/16" thick roof plate.
9. Pricing is based on reusing existing roof appurtenances.
10. Our price does not include post weld heat treatment or stress relieving procedures.
11. Our proposal is based on us being able to reuse the existing center column and top dollar plate.
12. Coating pricing is based on disinfecting only areas where new coating has been applied for each repair option.
13. Our proposal is based on us being able to reuse the existing top angle and rafter clips/chairs. It has been assumed that the existing rafter chairs have two bolt holes each to bolt the new rafters to and same for the center column dollar plate.
14. Our proposal is based on us being able to safely walk on the existing cone roof to perform our scope of work.
15. Our price does not include piping or valves beyond the exterior flanges on the tank nozzles. New gaskets and bolts have not been included.
16. We plan to use our current weld procedures and welder qualifications. TANCO's standard welding procedures call for all down flat welds to be single pass with E7024 rod. All welds on the tank shell will be made with E6010.
17. We have assumed that there are no special or toxic coatings or linings on the tank interior.
18. Our proposal does not include any coating work.
19. Our pricing for tank coatings only includes costs for the actual tank repairs and does not include costs for coating damages on other surfaces from performing the repair work as we do not know what the extent of the coating repairs is until we complete mechanical repairs.
20. We have assumed that the existing tank materials are weldable. Any cost to assure weldability would be added to our price.
21. Our proposal includes all required AWWA D100 required NDE.
22. TANCO's bid does not include a hydrotest.
23. We have relied on the drawings and specifications provided in developing our price. Any revisions or corrections to the information provided will be evaluated for impact to our quoted price and schedule.
24. Our price is based on receiving the entire project.
25. Taxes have not been included in our price. TANCO will collect taxes at the end of the job, if appropriate.

Thank you for the opportunity to submit this proposal. The above clarifications and comments are intended to communicate the basis of our proposal. TANCO will gladly negotiate changes to best suit your requirements. If there are any questions, or if we can be of further service, please contact us at your earliest convenience. We look forward to working with you in the near future.

February 12, 2021

J&T Consulting
Attn: J.C. York
305 Denver Avenue, Suite D
Fort Lupton, CO 80621

Town of Johnstown
Attn: Marco Carani
450 S Parish Ave. PO Box 609
Johnstown, CO 80534

JOB TITLE: 1984 Tank – Roof Replacement

Dear Mr. York & Mr. Carani,

Thank you for the opportunity to provide pricing on this project. The following is Advance Tank and Construction Company's (ATC) Proposal. This Price is based upon the outlined Scope of Work, Schedule and ATC's terms and conditions stated below. We are agreeable to further negotiations of any part of this Proposal but ask that the final rendition of this Proposal be placed into any subsequent agreement that may arise between us.

SCOPE OF WORK

The following is an outline of ATC's scope of work (SOW):

1984 Tank (50' Diameter x 52' Tall)

- Mobilize to Site
- Cut Door Sheet in Tank
- Remove Existing AST Vent
- Remove Existing 24" Vent Nozzle
- Demo Existing Cone Roof and Structure
- Demo Existing Tank Top Angle
- Supply and Install a new 3 x 3 x 3/8" Thick Top Angle
- Supply and Install a new self-supporting umbrella roof 3/16" Thick with 3/8" thick internal plate stiffeners
- Re-Install the 24" Vent Nozzle
- Re-Install the 24" AST Vent
- Supply and Install a new 24" Square roof hatch
- Supply and Install a new 24" round roof manway
- Supply and Install a small landing platform
- Modify ladder to connect to landing platform
- Supply and Install a 4' wing rail at open end of platform
- Install Roof Cleats
- Install Angle Handrail to center of tank for vent access
- Demobilize from site
- Remobilize to Install Door Sheet following coatings
- X-Ray Door Sheet
- Demobilize

PRICING

ATC will provide all materials, fabrication, engineering, field labor, supervision, equipment, small tools, and materials required to perform the work described above. If ordered by February 19, 2021 our price below is firm. However, if it takes longer to award, the volatility of the steel and freight markets require our price be confirmed at the time of award.

Lump Sum.....\$162,500

Adder for Coatings.....\$156,000

Adder for Sterilization.....\$10,000

Adder to Seal Weld Underside of Roof.....\$15,400

INCLUDED IN THIS PRICE

- Transportation and unloading costs of material supplied by ATC
- One mobilization and demobilizations
- Site power for our work
- Work to the first flange outside the tank

EXCLUDED FROM THIS PRICE

- Taxes
- Fresh air gear, air educators, lifelines, warning horns, rescue teams, explosion-proof air gear, lights, standbys, special clothing or special PPE over and above standard Nomex and H2S Monitors.
- Costs for dealing with hazardous or contaminated materials
- Coatings removal and installation (Coatings provided as an Alternate)
- Sterilization of the tank (Offered as an Alternate)
- Spark Containment
- Dedicated Fire Watch
- Dedicated Hole Watch
- Dedicated non-productive safety personnel
- Dedicated non-productive QA/QC personnel
- Performance & Payment Bonds, can be obtained at a cost of \$12 per \$1,000 of contract price
- Scaffold netting and tool tie off
- Double handling of materials due to a bad laydown area
- Certified Welding Inspectors (CWI) or Inspection
- Union operators of any of ATC equipment

Assumptions:

- Site access allows for easy access to Work site
- Within and around the Work there are no harmful gas emissions coming from the tank to be repaired
- Within and around the Work there are no special or toxic coatings or linings on the tank interior/exterior
- The existing tank material is weldable
- The use of ATC's current weld procedures, weld processes and welder qualifications

SCHEDULE

Prices are based on ATC being allowed to do concurrent and continuous erection of the Work.

From Award to Mobilization 3 Weeks

Tank Work Complete 4 Weeks after Mobilization

Coatings Complete 4 Weeks after Tank work is Complete

Tank fill and Sterilization Complete 1 Week after coatings are complete

A complete schedule for this job will be negotiated at time of award. The schedule is presented based upon normal weather conditions. If the schedule is modified or delayed by Customer and the time of year for construction changes, the amount of time necessary to complete the Work and the cost to complete may change should differing weather change the conditions in which ATC performs the Work.

In the event of a temporary shutdown or delay of the Work due to circumstances outside of ATC's control, ATC will be given an extension of time by Customer equal to the amount of time of delay. Should a move-out of personnel and equipment be necessary or an increase in labor or equipment costs take place during the temporary shutdown or delay, a change order shall be issued, adding to the price of the Work, the amount of increased costs ATC will incur plus a mark-up for reasonable overheads. ATC will notify Customer in writing within 10 working days of the completion of the delay requesting an extension of time. (Please Note: ATC's field operations will be shut down approximately one (1) week between Christmas & New Year's.

SITE CLARIFICATIONSACCESS

Unobstructed access to ATC's work area is to be provided and maintained by others. ATC requires a reasonable area around the Work site for the storage of materials and equipment immediately adjacent to our construction site. Customer will maintain the site around the Work area including keeping it well drained, graveled, graded and with soil conditions that will allow our trucks, cranes and other equipment to move around under their own power. Where ATC will make every effort to coordinate with other trades our basic lay down and access areas must be kept clear to allow our construction operations to flow smoothly. Costs incurred by ATC on account of delays or interruptions in our work caused by Customer, his contractors or subcontractors will be for your account.

ENTRY OR HOT WORK PERMITS

If you require entry or hot work permits, they must be issued prior to the start of our scheduled workday. Any waiting time will be for your account.

SITE POWER

Not applicable, we will use portable welders

SCAFFOLDING

Our pricing is based on using our standard scaffolding (OSHA approved Tank Builder's Scaffolding) for tank erection. We have not included for 100% tie-off while working on us green tagged scaffolding. We have not included for any safety netting in this pricing, ATC will cone or barricade off the area below the scaffolding when work is being performed overhead.

SAFETY

All work will be done in accordance with OSHA and ATC's written safety procedures.

POWER LINES

As a safety precaution, our field construction forces do not operate hoisting equipment or install rigging within 20 feet of live 220-volt electric power lines (larger clear distances are required for lines of higher voltage). If such are present at the time of construction, the cost of moving them or otherwise making them safe will be for the Customer's account.

CONFINED SPACE

ATC does not consider a tank that the Customer has cleaned and gas-freed a permitted confined space. When a confined space is encountered during our work, ATC will test and certify the space as a non-permit required confined space and will follow our confined space program. If Customer requires a confined space to be considered permitted, or requires ATC to follow Customer's confined space program, a change order for additional labor, materials and equipment may apply.

PERSONNEL AND SITE MANAGEMENT CLARIFICATIONS**SITE MANAGEMENT**

ATC has included a site Superintendent/Foreman for the management of all onsite construction activities. This individual will be Customer's onsite contact and will also be responsible for site safety and quality related issues.

SUBCONTRACTOR SUPERVISION

N/A

POWER LINES-DEDICATED SPOTTER

According to section 1926.1408 if there are power lines within our crane's operating radius either Customer is to provide a "dedicated spotter" that is in contact with our crane operator or ATC can provide the dedicated spotter at an additional cost. At this time ATC has NOT included in our proposal price to include this dedicated spotter.

HOLE WATCH

Our price does not include for personnel assigned exclusively for the purpose of hole watch. If Customer requires a hole watch on a non-permit required confined space, please add \$1,700/week per watch.

FIRE/HOT WORK WATCH

Our price does not include for personnel assigned exclusively for the purpose of fire or hot work watch. If a fire/hot work watch is required please add \$1,700/week per watch.

TECHNICAL CLARIFICATIONS

INSULATION

Not included per the RFQ

COATINGS

Scope of Work:

Blast and Coat Exterior roof and 1' of shell:

- Abrasive blast exterior to an SP 10 with an anchor profile of 2-3 mils DFT.
- Clean up all spent abrasives and place in end user supplied dumpster / containers.
- Apply 1 prime coat of Sherwin Williams Corothane I Galvapak 2K Zinc @ 2.5 – 3.5 mils DFT to all exterior blasted steel.
- Apply 1 intermediate coat of Sherwin Williams Macropoxy 646 @ 2-3 mils DFT.
- Apply 1 finish coat of Sherwin Williams High Solids Polyurethane HS @ 2-3 mils DFT.
- Site clean-up.

Scope of Work:

Blast and Coat Interior:

- Abrasive blast entire interior to an SP 10. (off scissor lifts)
- Clean up all spent abrasives and place in Lenzing supplied dumpster / containers.
- Apply 1 prime coat of Sherwin Williams Corothane I Galvapak 2K Zinc @ 2.5 – 3.5 mils DFT to all exterior blasted steel.
- Apply 1 stripe Sherwin Williams Macropoxy 646 PW @ 2-3 mils DFT.
- Apply 1 intermediate coat of Sherwin Williams Macropoxy 646 PW @ 4-6 mils DFT
- Apply 1 finish coat of Sherwin Williams Macropoxy 646 PW @ 4-6 mils DFT
- Holiday Test and touch up
- Site Cleanup

Clarification on Coatings

- End User will obtain and maintain all required permits required to execute this work scope.
- Delays due to permitting and / or weather will be tracked as an EWO / Change order and submitted to the customer.
- Planned work schedule is 7:00 am to 5:30 pm Monday thru Saturday, excluding holidays.
- We have not included containment for blast media dust on exterior.
- We will brush and roll exterior.
- We have assumed 10.5 - 12 mils DFT on interior of shell.
- Estimated completion time is 25-30 working days.
- We have included (1) mobilization and (1) demobilization to complete the field work.
- We have included caulking of the seams.
- Pricing does not include heat or DH

FOUNDATIONS

Not applicable

MATERIALS

ATC reserved the right to purchase materials from manufactures who offer the most competitive prices and schedules. Some of this material may be of foreign origin. We will also utilize plate widths as allowed by AWWA D100. Plate may be de-coiled, however it will be re-leveled.

WELDING

Pricing includes for the use of ATC standard welding procedures and processes. In addition, our pricing includes for the use of our existing welder qualifications and continuity logs. Should the customer require a custom process or on-site welder qualification our price will need to be evaluated for impacts.

GRINDING

Grinding will be performed to the requirements of AWWA D100. No additional special grinding has been included in our pricing. Weld slag, burrs, and sharp edges will be removed. Normal weld ripple will remain. If a specific NACE quality weld finish is required and that finish is beyond AWWA D100 requirements, additional costs will apply. ATC will present the Customer with an updated proposal reflecting these impacts.

HYDRO TESTING

ATC will clean the tank and make it ready for fill. We have provided an option for sterilization. For sterilization we will need the City to fill the tank. ATC will return and add chlorine to the tank as needed to serialize the water.

TANK SETTLEMENT

ATC is not responsible for any tank settlement during the Work or Hydro testing or for any surveying to determine tank movement.

COMMERCIAL CLARIFICATIONS**EXISTING TANK INTEGRITY**

ATC will not assume responsibility for the integrity of the existing tank (*the tank portion that did not get repaired*) before, during or after the Work is complete. Furthermore, ATC will only accept liability for repairs made in accordance with API 653. Any repairs required by Customer that fall outside of these standards are at Customer's risk per API 653- 1.2

WARRANTY

ATC will repair or replace any of the Work found to be defective during normal use, or not in conformity with applicable drawings and specifications, within one year after Substantial Completion of the Work. If a tank that was hydro-tested by ATC develops a leak after our de-mobilization ATC will require Customer to empty the tank at Customer's cost, ATC will make the tank safe for our repair operations and complete the repairs. If the tank was not able to be hydro-tested ATC requires Customer to both empty the tank and make the tank safe for our crew to repair the tank, at Customer's cost.

ATC will determine how warranty work will be performed.

RESPONSIBILITY FOR WORK

Until Substantial Completion of the Work (The Work shall be considered substantially complete when it is capable of being put into use by Customer), ATC will be responsible for all loss and damage to the Work, except for that caused by the negligence of Customer, its invitees, guests and other contractors of Customer. Customer accepts all risk of loss after accepting care, custody or control of any or all parts of the Work or Substantial Completion, whatever is sooner.

INSURANCE

ATC agrees to carry insurance on the Work, with the following coverage limits:

Workers' Compensation	Statutory
Employers' Liability	1,000,000
Comprehensive General Liability	1,000,000 per occurrence
Automobile Liability	1,000,000
Excess Liability	10,000,000 aggregate
Pollution Liability	5,000,000
Professional Liability	2,000,000

If requested, Customer shall be named as additional insured for the duration of the Work and proof of insurance will be provided on a standard Accord form.

LIMITS OF LIABILITY

ATC agrees to indemnify Customer for claims, damages, losses or expenses due to ATC's negligence or the negligence of someone or something under the control of ATC. It is expressly understood and agreed that ATC's liability under such indemnity is intended to be insured and specifically is limited to and subject to coverage under the policies listed by ATC above. Notwithstanding anything contained in the Contract documents to the contrary, Customer hereby releases ATC and its agents, employees and subcontractors from all claims on account of property damage or personal injury of any kind, including loss of use; and waives the right of subrogation or direct recovery against ATC; and agrees its exclusive remedy is against ATC's insurance policies pursuant to Customer's additional insured endorsement, regardless whether the loss is within the coverage or exceeds the limits of liability under such policies of insurance.

DAMAGES

ATC will not be held liable for any of the following types of damages: liquidated, delay, special, consequential, indirect, loss of use, incidental, lost productivity, hindrance costs, interference costs, or increased overhead costs.

PAYMENT

Customer agrees to pay monthly progress payments, net 30 terms, with no retainage on materials, materials to be paid for when they arrive in our fabrication facility. Customer shall not withhold payment of the final invoice due to issues which might be considered warranty work. Any invoices not paid within the appropriate time by Customer will bear interest at prime rate plus 2%, based on the prime rate as stated within the Wall Street Journal. ATC has the right to suspend work for nonpayment of an invoice by Customer.

TAXES

ATC has excluded all Taxes – ATC will charge Customer in the form of a change order at the completion of the Job for all required taxes. Or the Customer can provide ATC with the appropriate tax paperwork which states this work is nontaxable or that Customer will be self-paying all applicable taxes.

CHANGE ORDERS

ATC is willing to modify the Work to be performed by ATC after receipt of a written change order from Customer outlining the types of changes requested. Upon receipt of a change order ATC will prepare and submit to Customer, within 5 working days, a statement outlining the reasonable price and time changes, either additions or deletions, needed for ATC to properly execute the Work pursuant to the Change order. ATC will not perform the change orders unless given permission or authority, verbal or written, to do so by Customer or Customer's representative.

SUBSTITUTIONS

ATC reserves the right to make substitutions of equipment or materials purchased for the Work, provided that such substitutions shall be in accordance with appropriate national design standards and good engineering practices.

DISPUTE RESOLUTION

All disputes between the parties which cannot be amicably settled shall be settled by binding arbitration according to the American Arbitration Association Construction Industry Rules. The arbitration shall take place in Denver, Colorado. The prevailing party in the arbitration shall be awarded its reasonable attorney's fees and costs incurred during the dispute process. If the parties both agree, mediation may be used prior to submitting the dispute to binding arbitration. If mediation is agreed to, it shall be in accordance with the American Arbitration Association's rules for mediation of construction problems.

CANCELLATION/DELAY

In the event of cancellation of the Contract, Customer shall pay ATC for the Work that has been completed, all materials purchased for the Work, as well as proportionate overhead and profit associated with the cancelled Work.

SUBCONTRACT

ATC reserves the right to subcontract parts of the Work to be done. If required by the contract ATC will submit subcontractors for owner's approval.

NON-UNION

ATC is an open shop, non-union company. As such, it will not sign any project labor agreements or other such union paperwork. ATC will however, work alongside union labor if union labor can work alongside non-union labor without causing problems.

PREVAILING WAGE/DAVIS BACON

ATC has not included for prevailing wages (Davis Bacon wage rates) to be paid for the Work. ATC will determine and be solely responsible for our labor pay and wage rates for the Work.

Once again, I thank you for the opportunity to submit this Proposal. Please feel free to call or email me with any questions or need further information.

Sincerely,



Matt Van Alsbury
Manager of Sales
Advance Tank and Construction Company
Work: (970) 568-3444
Cell: (970) 4925455
mvanalsburg@advancetank.com
<http://www.advancetank.com>



February 19, 2021

J&T Consulting
Attn: J.C. York
305 Denver Avenue, Suite D
Fort Lupton, CO 80621

Town of Johnstown
Attn: Marco Carani
450 S Parish Ave. PO Box 609
Johnstown, CO 80534

JOB TITLE: 1984 Tank – Roof Replacement

Dear Mr. York & Mr. Carani,

Thank you for the opportunity to provide pricing on this project. The following is Advance Tank and Construction Company's (ATC) Proposal. This Price is based upon the outlined Scope of Work, Schedule and ATC's terms and conditions stated below. We are agreeable to further negotiations of any part of this Proposal but ask that the final rendition of this Proposal be placed into any subsequent agreement that may arise between us.

SCOPE OF WORK

The following is an outline of ATC's scope of work (SOW):

1984 Tank (50' Diameter x 52' Tall)

- Mobilize to Site
- Cut Door Sheet in Tank
- Remove Existing AST Vent
- Demo Existing Cone Roof and Structure
- Demo Existing Tank Top Angle
- Supply and Install a new 3 x 3 x 3/8" Thick Top Angle
- Install a New 6 x 6 x 3/8" Wind girder
- Supply and Install (15) Shoes "Supports"
- Supply and Install Two (2) 24" Roof Hatches
- Supply and Install a New Aluminum Geodesic Roof
- Install a Geo Dome Required Free Vent "Flow Dome"
- Supply and Install a landing platform (10' x 3') – Deduct \$7,700 if not wanted
- Install a radial walkway to tank apex – Deduct – \$6,435 if not wanted
- Demobilize from site
- Remobilize to Install Door Sheet following coatings
- X-Ray Door Sheet
- Demobilize

PRICING

ATC will provide all materials, fabrication, engineering, field labor, supervision, equipment, small tools, and materials required to perform the work described above. If ordered by February 26, 2021 our price below is firm. However, if it takes longer to award, the volatility of the steel and freight markets require our price be confirmed at the time of award.

Lump Sum.....\$194,255
Adder for Coatings.....\$126,245
Adder for Sterilization.....\$500

INCLUDED IN THIS PRICE

- Transportation and unloading costs of material supplied by ATC
- One mobilization and demobilizations
- Site power for our work
- Work to the first flange outside the tank

EXCLUDED FROM THIS PRICE

- Taxes
- Fresh air gear, air educators, lifelines, warning horns, rescue teams, explosion-proof air gear, lights, standbys, special clothing or special PPE over and above standard Nomex and H2S Monitors.
- Costs for dealing with hazardous or contaminated materials
- Coatings removal and installation (Coatings provided as an Alternate)
- Sterilization of the tank (Offered as an Alternate)
- Spark Containment
- Dedicated Fire Watch
- Dedicated Hole Watch
- Dedicated non-productive safety personnel
- Dedicated non-productive QA/QC personnel
- Performance & Payment Bonds, can be obtained at a cost of \$12 per \$1,000 of contract price
- Scaffold netting and tool tie off
- Double handling of materials due to a bad laydown area
- Certified Welding Inspectors (CWI) or Inspection
- Union operators of any of ATC equipment

Assumptions:

- Site access allows for easy access to Work site
- Within and around the Work there are no harmful gas emissions coming from the tank to be repaired
- Within and around the Work there are no special or toxic coatings or linings on the tank interior/exterior
- The existing tank material is weldable
- The use of ATC's current weld procedures, weld processes and welder qualifications

SCHEDULE

Prices are based on ATC being allowed to do concurrent and continuous erection of the Work.

- Mobilization date has been pushed out due to roof availability. It will take 12 Weeks to get the geo-dome from date of approved drawings. We are being told approved drawings can take 4 weeks.

Mobilization.....12 Weeks After Award
Tank Demo Complete and New Top Angle and Wind girder Installed.....2 Weeks after Mobilization
Geo Dome Installation Complete.....4 Weeks after Mobilization
Coatings Complete7 Weeks after Mobilization
Tank fill and Sterilization Complete8 Weeks after Mobilization

A complete schedule for this job will be negotiated at time of award. The schedule is presented based upon normal weather conditions. If the schedule is modified or delayed by Customer and the time of year for construction changes, the amount of time necessary to complete the Work and the cost to complete

may change should differing weather change the conditions in which ATC performs the Work. In the event of a temporary shutdown or delay of the Work due to circumstances outside of ATC's control, ATC will be given an extension of time by Customer equal to the amount of time of delay. Should a move-out of personnel and equipment be necessary or an increase in labor or equipment costs take place during the temporary shutdown or delay, a change order shall be issued, adding to the price of the Work, the amount of increased costs ATC will incur plus a mark-up for reasonable overheads. ATC will notify Customer in writing within 10 working days of the completion of the delay requesting an extension of time. (Please Note: ATC's field operations will be shut down approximately one (1) week between Christmas & New Year's.

SITE CLARIFICATIONS

ACCESS

Unobstructed access to ATC's work area is to be provided and maintained by others. ATC requires a reasonable area around the Work site for the storage of materials and equipment immediately adjacent to our construction site. Customer will maintain the site around the Work area including keeping it well drained, graveled, graded and with soil conditions that will allow our trucks, cranes and other equipment to move around under their own power. Where ATC will make every effort to coordinate with other trades our basic lay down and access areas must be kept clear to allow our construction operations to flow smoothly. Costs incurred by ATC on account of delays or interruptions in our work caused by Customer, his contractors or subcontractors will be for your account.

ENTRY OR HOT WORK PERMITS

If you require entry or hot work permits, they must be issued prior to the start of our scheduled workday. Any waiting time will be for your account.

SITE POWER

Not applicable, we will use portable welders

SCAFFOLDING

Our pricing is based on using our standard scaffolding (OSHA approved Tank Builder's Scaffolding) for tank erection. We have not included for 100% tie-off while working on us green tagged scaffolding. We have not included for any safety netting in this pricing, ATC will cone or barricade off the area below the scaffolding when work is being performed overhead.

SAFETY

All work will be done in accordance with OSHA and ATC's written safety procedures.

POWER LINES

As a safety precaution, our field construction forces do not operate hoisting equipment or install rigging within 20 feet of live 220-volt electric power lines (larger clear distances are required for lines of higher voltage). If such are present at the time of construction, the cost of moving them or otherwise making them safe will be for the Customer's account.

CONFINED SPACE

ATC does not consider a tank that the Customer has cleaned and gas-freed a permitted confined space. When a confined space is encountered during our work, ATC will test and certify the space as a non-permit required confined space and will follow our confined space program. If Customer requires a confined space to be considered permitted, or requires ATC to follow Customer's confined space program, a change order for additional labor, materials and equipment may apply.

PERSONNEL AND SITE MANAGEMENT CLARIFICATIONS**SITE MANAGEMENT**

ATC has included a site Superintendent/Foreman for the management of all onsite construction activities. This individual will be Customer's onsite contact and will also be responsible for site safety and quality related issues.

SUBCONTRACTOR SUPERVISION

N/A

POWER LINES-DEDICATED SPOTTER

According to section 1926.1408 if there are power lines within our crane's operating radius either Customer is to provide a "dedicated spotter" that is in contact with our crane operator or ATC can provide the dedicated spotter at an additional cost. At this time ATC has NOT included in our proposal price to include this dedicated spotter.

HOLE WATCH

Our price does not include for personnel assigned exclusively for the purpose of hole watch. If Customer requires a hole watch on a non-permit required confined space, please add \$1,700/week per watch.

FIRE/HOT WORK WATCH

Our price does not include for personnel assigned exclusively for the purpose of fire or hot work watch. If a fire/hot work watch is required please add \$1,700/week per watch.

TECHNICAL CLARIFICATIONS**GEO DOME**

Advance Tank will supply and install a Matrix FlowDome™

- Geodesic Domes comply with the latest version of API 650 Appendix G.
- Main Structural Frame and Gussets: Aluminum 6061-T6 (mill finish).
- Main roof panel and flashing: Aluminum 3003-H16 x 1.27mm thick (mill finish).
- Batten bars: Aluminum 6061-T6 (mill finish).
- Shoe assembly: Aluminum 6061-T6 (mill finish).
- Main Gusset connections use 300 series SS fasteners.
- Batten Gaskets: EPDM.
- Sealant: Pecora 864NST.
- Dome mounting onto the tank shell is a sliding type, internal tension ring is included.
- Roof flashing includes bird-screen mesh (free vented dome).
- Design Loads: Wind Load 100 mph / Live Load 15 psf

INSULATION

Not included per the RFQ

COATINGSScope of Work:Blast and Coat 2' of the exterior shell:

- Abrasive blast exterior to an SP 10 with an anchor profile of 2-3 mils DFT.
- Clean up all spent abrasives and place in end user supplied dumpster / containers.
- Apply 1 prime coat of Sherwin Williams Corothane I Galvapak 2K Zinc @ 2.5 – 3.5 mils DFT to all exterior blasted steel.
- Apply 1 intermediate coat of Sherwin Williams Macropoxy 646 @ 2-3 mils DFT.
- Apply 1 finish coat of Sherwin Williams High Solids Polyurethane HS @ 2-3 mils DFT.
- Site clean-up.

Scope of Work:Blast and Coat Interior Shell and Floor:

- Abrasive blast entire interior to an SP 10. (off scissor lifts)
- Clean up all spent abrasives and place in Lenzing supplied dumpster / containers.
- Apply 1 prime coat of Sherwin Williams Corothane I Galvapak 2K Zinc @ 2.5 – 3.5 mils DFT to all Interior blasted steel.
- Apply 1 stripe Sherwin Williams Macropoxy 646 PW @ 2-3 mils DFT.
- Apply 1 intermediate coat of Sherwin Williams Macropoxy 646 PW @ 4-6 mils DFT
- Apply 1 finish coat of Sherwin Williams Macropoxy 646 PW @ 4-6 mils DFT
- Holiday Test and touch up
- Site Cleanup

Clarification on Coatings

- End User will obtain and maintain all required permits required to execute this work scope.
- Delays due to permitting and / or weather will be tracked as an EWO / Change order and submitted to the customer.
- Planned work schedule is 7:00 am to 5:30 pm Monday thru Saturday, excluding holidays.
- We have not included containment for blast media dust on exterior.
- We will brush and roll exterior.
- We have assumed 10.5 - 12 mils DFT on interior of shell.
- Estimated completion time is 25-30 working days.
- We have included (1) mobilization and (1) demobilization to complete the field work.
- We have included caulking of the seams.
- Pricing does not include heat or DH

FOUNDATIONS

Not applicable

MATERIALS

ATC reserved the right to purchase materials from manufactures who offer the most competitive prices and schedules. Some of this material may be of foreign origin. We will also utilize plate widths as allowed by AWWA D100. Plate may be de-coiled; however it will be re-leveled.

WELDING

Pricing includes for the use of ATC standard welding procedures and processes. In addition, our pricing includes for the use of our existing welder qualifications and continuity logs. Should the customer require a custom process or on-site welder qualification our price will need to be evaluated for impacts.

GRINDING

Grinding will be performed to the requirements of AWWA D100. No additional special grinding has been included in our pricing. Weld slag, burrs, and sharp edges will be removed. Normal weld ripple will remain. If a specific NACE quality weld finish is required and that finish is beyond AWWA D100 requirements, additional costs will apply. ATC will present the Customer with an updated proposal reflecting these impacts.

HYDRO TESTING

ATC will clean the tank and make it ready for fill. We have provided an option for sterilization. For sterilization we will need the City to fill the tank. ATC will return and add chlorine to the tank as needed to serialize the water.

TANK SETTLEMENT

ATC is not responsible for any tank settlement during the Work or Hydro testing or for any surveying to determine tank movement.

COMMERCIAL CLARIFICATIONS**EXISTING TANK INTEGRITY**

ATC will not assume responsibility for the integrity of the existing tank (*the tank portion that did not get repaired*) before, during or after the Work is complete. Furthermore, ATC will only accept liability for repairs made in accordance with API 653. Any repairs required by Customer that fall outside of these standards are at Customer's risk per API 653- 1.2

WARRANTY

ATC will repair or replace any of the Work found to be defective during normal use, or not in conformity with applicable drawings and specifications, within one year after Substantial Completion of the Work. If a tank that was hydro-tested by ATC develops a leak after our demobilization ATC will require Customer to empty the tank at Customer's cost, ATC will make the tank safe for our repair operations and complete the repairs. If the tank was not able to be hydro-tested ATC requires Customer to both empty the tank and make the tank safe for our crew to repair the tank, at Customer's cost.

ATC will determine how warranty work will be performed.

RESPONSIBILITY FOR WORK

Until Substantial Completion of the Work (The Work shall be considered substantially complete when it is capable of being put into use by Customer), ATC will be responsible for all loss and damage to the Work, except for that caused by the negligence of Customer, its invitees, guests and other contractors of Customer. Customer accepts all risk of loss after accepting care, custody or control of any or all parts of the Work or Substantial Completion, whatever is sooner.

INSURANCE

ATC agrees to carry insurance on the Work, with the following coverage limits:

Workers' Compensation	Statutory
Employers' Liability	1,000,000
Comprehensive General Liability	1,000,000 per occurrence
Automobile Liability	1,000,000
Excess Liability	10,000,000 aggregate
Pollution Liability	5,000,000
Professional Liability	2,000,000

If requested, Customer shall be named as additional insured for the duration of the Work and proof of insurance will be provided on a standard Accord form.

LIMITS OF LIABILITY

ATC agrees to indemnify Customer for claims, damages, losses or expenses due to ATC's negligence or the negligence of someone or something under the control of ATC. It is expressly understood and agreed that ATC's liability under such indemnity is intended to be insured and specifically is limited to and subject to coverage under the policies listed by ATC above. Notwithstanding anything contained in the Contract documents to the contrary, Customer hereby releases ATC and its agents, employees and subcontractors from all claims on account of property damage or personal injury of any kind, including loss of use; and waives the right of subrogation or direct recovery against ATC; and agrees its exclusive remedy is against ATC's insurance policies pursuant to Customer's additional insured endorsement, regardless whether the loss is within the coverage or exceeds the limits of liability under such policies of insurance.

DAMAGES

ATC will not be held liable for any of the following types of damages: liquidated, delay, special, consequential, indirect, loss of use, incidental, lost productivity, hindrance costs, interference costs, or increased overhead costs.

PAYMENT

Customer agrees to pay monthly progress payments, net 30 terms, with no retainage on materials, materials to be paid for when they arrive in our fabrication facility. Customer shall not withhold payment of the final invoice due to issues which might be considered warranty work. Any invoices not paid within the appropriate time by Customer will bear interest at prime rate plus 2%, based on the prime rate as stated within the Wall Street Journal. ATC has the right to suspend work for nonpayment of an invoice by Customer.

TAXES

ATC has excluded all Taxes – ATC will charge Customer in the form of a change order at the completion of the Job for all required taxes. Or the Customer can provide ATC with the

appropriate tax paperwork which states this work is nontaxable or that Customer will be self-paying all applicable taxes.

CHANGE ORDERS

ATC is willing to modify the Work to be performed by ATC after receipt of a written change order from Customer outlining the types of changes requested. Upon receipt of a change order ATC will prepare and submit to Customer, within 5 working days, a statement outlining the reasonable price and time changes, either additions or deletions, needed for ATC to properly execute the Work pursuant to the Change order. ATC will not perform the change orders unless given permission or authority, verbal or written, to do so by Customer or Customer's representative.

SUBSTITUTIONS

ATC reserves the right to make substitutions of equipment or materials purchased for the Work, provided that such substitutions shall be in accordance with appropriate national design standards and good engineering practices.

DISPUTE RESOLUTION

All disputes between the parties which cannot be amicably settled shall be settled by binding arbitration according to the American Arbitration Association Construction Industry Rules. The arbitration shall take place in Denver, Colorado. The prevailing party in the arbitration shall be awarded its reasonable attorney's fees and costs incurred during the dispute process. If the parties both agree, mediation may be used prior to submitting the dispute to binding arbitration. If mediation is agreed to, it shall be in accordance with the American Arbitration Association's rules for mediation of construction problems.

CANCELLATION/DELAY

In the event of cancellation of the Contract, Customer shall pay ATC for the Work that has been completed, all materials purchased for the Work, as well as proportionate overhead and profit associated with the cancelled Work.

SUBCONTRACT

ATC reserves the right to subcontract parts of the Work to be done. If required by the contract ATC will submit subcontractors for owner's approval.

NON-UNION

ATC is an open shop, non-union company. As such, it will not sign any project labor agreements or other such union paperwork. ATC will however, work alongside union labor if union labor can work alongside non-union labor without causing problems.

PREVAILING WAGE/DAVIS BACON

ATC has not included for prevailing wages (Davis Bacon wage rates) to be paid for the Work. ATC will determine and be solely responsible for our labor pay and wage rates for the Work.

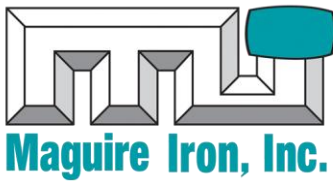
Once again, I thank you for the opportunity to submit this Proposal. Please feel free to call or email me with any questions or need further information.

Sincerely,



Matt Van Alsbury
Manager of Sales
Advance Tank and Construction Company
Work: (970) 568-3444
Cell: (970) 4925455
mvanalsburg@advancetank.com
<http://www.advancetank.com>





February 23, 2021

JOHNSTOWN COLORADO 750MG GST – ROOF REPLACEMENT

ALUMINUM GEODESIC DOME OPTION

Maguire Iron is pleased to provide the following pricing for the roof replacement of the south tank at the Johnstown Treatment Plant with an Aluminum Geodesic Dome.

ROOF REMOVE REPLACE - Remove old roof replace with Aluminum Geodesic Dome - **\$256,400.00**

ADDER #1 – Blast and paint top three to five feet interior/exterior sidewall (transition) - **\$35,000.00**

*After painting and curing schedule is complete, interior wet surfaces are to be disinfected per AWWA method 3 Filling of Tank and BAC-T testing by others

ADDER #2 - Blast & paint sidewall, floor and internal piping of tank interior

and three to five feet of exterior (transition)..... - **\$90,000.00**

*After painting and curing schedule is complete, interior wet surfaces are to be disinfected per AWWA method 3 Filling of Tank and BAC-T testing by others

ADDER #3 – Blast & paint sidewall, floor and internal piping of tank interior, prep exterior transition and pressure wash remainder of exterior and overcoat..... - **\$162,800.00**

*After painting and curing schedule is complete, interior wet surfaces are to be disinfected per AWWA method 3 Filling of Tank and BAC-T testing by others

ALUMINUM GEODESIC DOME

- Provide, assemble on site (factory certified builders) new roof structure (self-supporting 50 ft. diameter aluminum geodesic dome roof) with the following appurtenances
 - 30" Square access hatch – aluminum construction
 - 24" Diameter Hillside flange for reusing existing vent (verify size/type for existing vent connection)
 - Partial Guardrail 5' either side of ladder opening
 - Single Rail Walkway to dome apex
 - Personal fall protection system (harness and lanyard not included) – Includes center hoist ring with
 - swivel mechanism with 3/8" diameter stainless steel wire rope, cable grab and karabiner – designed for 5,000 pound lateral load
 - Final drawings and engineering calculations to included CO P.E. stamp
- Prep tank for removal of old roof structure (and center support column)
- Removal and disposal of old roof structure to include site clean-up
- Crane rental, other equipment, miscellaneous
- Mobilization
- Estimated time needed to complete project (six to eight weeks from mobilization – depending on ADDER(s) selected)

(1)

ALUMINUM GEODESIC DOME (design criteria used for this proposal – *Owner to verify)

- Wind Loads per ASCE 7-05: Velocity = 114 mph; Category = 3, Exposure: C, I=1.15
- Roof Live Load: 15 pounds per square foot
- Ground Snow Load: 30 pounds per square foot
- Product Stored: Potable Water
- Design Pressure / Vacuum: Atmospheric
- Operating Pressure / Vacuum: Atmospheric
- Design Temperature: Up to 100° Fahrenheit

*All work to be performed in a workman like safe manner.

*Price includes some stoppage of work given the tank location

*Price assumes paved area south of tank can be utilized as staging, fabricating, prepping area

*Tank to be drained and ready for crews prior to arrival

*Price assumes the self-contained meter reader assembly on the tank will be relocated to the north tank prior to crew arrival

ALUMINUM GEODESIC DOME / SCHEDULE, AVAILABILITY, WARRANTY

Approval drawing submittal: 2 to 3 weeks after order placement

Owner Submittal Approvals: 1 to 2 weeks

Dispatch from factory: 8 to 10 weeks after receipt of all approved drawings and details

* Manufacture warrants the goods against defects in workmanship and materials under normal and proper use and operating conditions for a period of 12 months from date of shipment.

CONTRACT: Formal contract will be drafted around selections made by Owner for final acceptance.

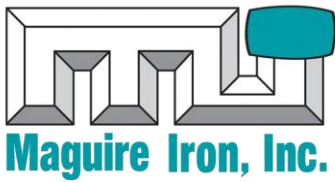
*Deposit required for Aluminum Geodesic Dome; \$65,000.00 due within 30 days of signed contract

DISCLAIMER: Condition of the tank sidewall where support rafters connect unknown at this time. If it is determined that addition work is required to ensure integrity of new roof to tank connection or Owner request additional work as a result of findings any resulting associated costs will be negotiated at that time and approved prior work commencement.

SUMMARY: Future renovations of the tank interior and exterior: With the Aluminum Geodesic Dome option additional care and preparation will be required to protect the Geodesic Dome from abrasive blasting and protecting from paint overspray.

For the above mentioned if the Aluminum Dome option is selected, we highly advise including at a minimum ADDER #1 (transition area).

*We would welcome the opportunity to discuss other considerations of this option to take into account in order to make a well-informed decision that will serve the Johnstown Community for years to come.



WATER TOWER EXPERTS



info@maguireiron.com



1610 N. Minnesota
Sioux Falls, SD 57104



(605) 334-9749

Item #5.

In closing we at Maguire Iron would like to thank you for the opportunity to propose on your project. As the industry leader in new water storage tanks and tank maintenance, we understand the importance of taking care of one of your most critical pieces of infrastructure.

Thank you for the opportunity to propose on your project.

Best regards, Chuck Graber & Team Maguire



CHUCK GRABER

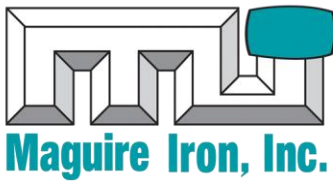
WATER TOWER EXPERT

c: (970) 744-9639

w: (605) 334-9749

graberc@maguireiron.com

Providing professional services, turnkey tank services, construction and expertise since 1915.



February 23, 2021

JOHNSTOWN COLORADO 750MG GST – ROOF REPLACEMENT (REV. 1)

SELF-SUPPORTED STEEL DOME OPTION

Maguire Iron is pleased to provide the following pricing for the roof replacement of the south tank at the Johnstown Treatment Plant with a self-supported steel dome roof.

ROOF REMOVE REPLACE - Remove old roof replace with a Self-Supported Steel Dome Roof - **\$300,000.00**

ADDER #1 – Blast and paint interior and exterior of new roof and top three to five feet interior/exterior sidewall (transition)..... - **\$48,800.00**

*After painting and curing schedule is complete, interior wet surfaces are to be disinfected per AWWA method 3 Filling of Tank and BAC-T testing by others

ADDER #2 - Blast & paint sidewall, floor, internal piping, roof of tank interior, roof exterior and three to five feet of exterior (transition)..... - **\$138,200.00**

*After painting and curing schedule is complete, interior wet surfaces are to be disinfected per AWWA method 3 Filling of Tank and BAC-T testing by others

ADDER #3 – Blast & paint sidewall, floor and internal piping of tank interior, prep exterior transition and pressure wash remainder of exterior and overcoat..... - **\$201,000.00**

*After painting and curing schedule is complete, interior wet surfaces are to be disinfected per AWWA method 3 Filling of Tank and BAC-T testing by others

SELF-SUPPORTED STEEL DOME:

- Design, provide all materials, shop fabricate, assemble on site new roof structure (self-supporting 50 ft. diameter domed roof) with standard appurtenances to include railing / walkway to roof apex similar to north tank (reusing existing vent)
- Final drawings and engineering calculations to included CO P.E. stamp
- Prep tank for removal of old roof structure (and center support column)
- Removal and disposal of old roof structure to include site clean-up
- Crane rental, other equipment, miscellaneous
- Mobilization
- Estimated time needed to complete project (six to eight weeks from mobilization – depending on ADDER(s) selected)

*All work to be performed in a workman like safe manner.

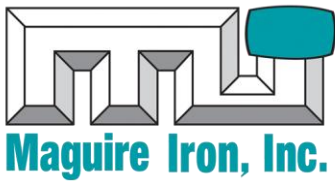
*Price includes some stoppage of work given the tank location

*Price assumes paved area south of tank can be utilized as staging, fabricating, prepping area

*Tank to be drained and ready for crews prior to arrival

*Price assumes the self-contained meter reader assembly on the tank will be relocated to the north tank prior to crew arrival

(1)



SELF-SUPPORTED STEEL DOME / SCHEDULE, AVAILABILITY, WARRANTY

Approval drawing submittal: 2 to 3 weeks after order placement

Owner Submittal Approvals: 1 to 2 weeks

Dispatch from factory: 8 to 10 weeks after receipt of all approved drawings and details

* MAGUIRE IRON warrants the new roof against defects in workmanship and materials under normal and proper use and operating conditions for a period of 60 months from date of installation, paint for 2 years.

CONTRACT: Formal contract will be drafted around selections made by Owner for final acceptance.

*No deposit required

DISCLAIMER: Condition of the tank sidewall where support rafters connect unknown at this time. If it is determined that addition work is required to ensure integrity of new roof to tank connection or Owner request additional work as a result of findings any resulting associated costs will be negotiated at that time and approved prior work commencement.

SUMMARY:

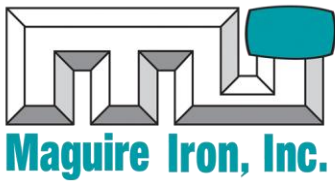
Upon review of the shared documents, it is Maguire Irons opinion and experience from previous like projects to propose on the "Self-Supporting Dome" as the most cost-effective solution and in the best interest of the Town of Johnstown. Given the degree of deterioration of the existing "rafter supported roof" with many uncoatable areas it would be more costly to stabilize the roof to insure safe access for the crews to the tank interior. Further expense incurred to rig the interior to remove old supporting members and replace most likely "all" members and possibly additional associated structural needs once inside.

Our discussions in recent months with Mr. Maurice Pribble provided us with important insights, Maurice indicated the function of the tank being as "chlorine contact time" further supports the recommendation to go with the self-supported dome style of roof.

Contact time tanks function at higher concentrations of chlorine adding to the harsh environment of the tank vapor zone, or dead air space above the water level. Higher concentrations than what would be considered in a finish water tank. A dome style roof provides a "smooth" interior surface and with the rise promotes drafting allowing for the chlorine gas vapors to more efficiently escape through the tanks venting system.

The existing style of roof, being much flatter, along with compartments created by the internal support members greatly reduces the effectiveness of the chlorine vapors to escape and they become trapped within the confines of the support members accelerating corrosion within the vapor zone. Not to mention the uncoatable areas where you see the severe corrosion to the rafters at the center of the tank.

In closing we at Maguire Iron would like to thank you for the opportunity to propose on your project. As the industry leader in new water storage tanks and tank maintenance, we understand the importance of taking care of one of your most critical pieces of infrastructure.



WATER TOWER EXPERTS



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Item #5.

Best regards, Chuck Graber & Team Maguire



CHUCK GRABER

WATER TOWER EXPERT

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Providing professional services, turnkey tank services, construction and expertise since 1915.

(3)



MARINE DIVING SOLUTIONS, LLC

PROPOSAL FOR REPLACEMENT OF A WELDED STEEL ROOFS WITH ALUMINUM DOME ROOF ON ABOVE GROUND, 50' DIAMETER STORAGE RESERVOIRS

for Town of Johnstown, Colorado

OVERVIEW

Marine Diving Solutions (MDS) is pleased to submit this proposal for our Construction Team to support Town of Johnstown Colorado in achieving its goals for improving customer/client satisfaction by Replacement of a Welded Steel Roof with Aluminum Roof on Above Ground, 50' Diameter Storage Reservoir.



Table of Contents

- **Executive Summary**
- **Pricing Information**
- **Technical Approach**
- **Qualifications**
- **Insurance**
- **Statements**

EXECUTIVE SUMMARY

- Work closely with and have open lines of communication with the Town of Johnstown, CO (Owner) to complete a turn-key operation with sole source accountability for the replacement of 1 steel roof with 1 aluminum roofs.
- Meet Owner's schedule and critical time lines which are summarized in our Technical Approach.
- Work as a Service Disabled Colorado owned and operated company to utilize as much Colorado personnel. In fact, 100% of MDS's employees live in the State of Colorado. We estimate that 80% of this total project would be completed by Colorado Residents.
- Comply with all OSHA, local, State and Federal standards throughout the project to ensure safety and health guidelines are met.
- MDS will strive to complete the entire project within 1 month total. This is possible by working with a Colorado company and utilizing Domestic Materials.
- Marine Diving Solutions has shown with previous jobs completed throughout Colorado that we are committed to the Owners projects and needs as our main focus.
- Utilize 100% domestic materials.

PRICING INFORMATION

General Conditions

- **A. ALUMINUM ROOF COMPLETE AND CONSISTING OF THE FOLLOWING:**
 1. Description: Aluminum geodesic dome
 2. Dome Mounted To: Welded steel tank – **EAVE ANGLE/WIND GIRDER: 4 x 5 x 1/4**
 3. Tank Inside Diameter: 50 feet
 4. Tank Height: 50.00 feet
 5. Design Specifications: AWWA D108 / ASCE 7-10; **ADM 2015**
 6. Deck Live 15 pounds per square foot
 7. Ground Snow Load 30 pounds per square foot
 8. Wind Conditions: Per AWWA D108 / ASCE 7-10: 114mph, Exp. C, I=IV
 9. Design Pressure / Vacuum: Atmospheric / Atmospheric
 10. Operating Pressure / Vacuum: Atmospheric / Atmospheric
 11. Total Weight: 6,054 pounds
 - (1) 30" Square access hatch
 - (1) 20" Diameter ventilator with aluminum bird screen
 - Aluminum counterflashing to the top of tank
 - 1 Fall protection system – Includes center hoist ring with swivel mechanism with 3/8" diameter stainless steel wire rope, cable grab – designed for 5,000# lateral load
 - Included Final drawings and engineering calculations to include CO P.E. stamp
- **C. MISCELLANEOUS ITEMS INCLUDE THE FOLLOWING:**
 1. Crating and freight to jobsite.
 2. Roof approval drawings and calculations stamped by a Colorado State Professional Engineer.
- **D. PRICE IS BASED & CONTINGENT UPON**
 1. Tank being out-of-service, drained and cleaned (by others).
 2. All walls being level and at a constant elevation.
 3. Each dome is supplied with prime coated steel supports suitable for weld or bolt-on mounting.
 4. No blasting of the tank after dome has been installed.
 5. The tank dome(s) being considered as "water-tight," not "gas-tight".
 6. MDS submitting approvals based on the dimensions provided by the owner.
 7. The dome(s) and perimeter seal being considered as "water-tight".
- **E. DEMOLITION:**
 1. Equipment, tools and materials required to remove existing roof.
- **F. INSTALLATION:**
 1. Equipment, tools and materials required to build roof cover is included in this quotation.
 2. AWWA water leak test (water and hose to be supplied by others).
- **G. GENERAL NOTES**
 1. MDS's field crew will perform a water test after completion of the dome to ensure water tightness. Water supply, hoses and water pumps needed to perform the water test are to be supplied by owner.
- **H. BASIC ITEMS NOT INCLUDED**
 1. Electrical, mechanical, venting or plumbing work of any kind.
 2. Building permits, duties, and special fees other than specified herein.
 3. Extra labor and materials if dimensions or conditions are different than specified.
 4. Disinfection of tank and dome.
 5. Prevailing Wage or Union labor.
 6. Existing tank must be level and flat for dome to anchor and seal properly.

Fee on Cost of Construction/Cost of Work

- **A. Design, Drawings, Engineering, Submittals, Insurance and Mobilization- \$15,000.00**
- **B. Demolition of Existing Steel Roof- \$17,000.00**
- **C. Installation of Girder / Tank Stabilization Features- \$71,000.00**
- **D. Touch Up Painting of Disturbed Areas- \$3,000.00**
- **E. Supply, Construction and Installation of Aluminum Roofs \$62,990**

Equipment and Personnel Rates

Labor and Equipment Rates			
Labor	Straight Time Rate Hourly	Equipment	Daily Rate
Foreman	\$70.00	90ton Crane	\$1,100.00
Project Manager	\$60.00	55ton Crane	\$750.00
Crane Operator	\$95.00	150 kW Generator	\$400.00
Welder	\$50.00	375CFM Compressor	\$400.00
Laborer III	\$45.00	1 Ton Truck	\$400.00
Laborer II	\$42.50	½ or ¾ Ton Truck	\$350.00
Laborer I	\$40.00	Office Trailer	\$350.00
Engineer	\$130.00	65' Man lift	\$300.00
Office Coordinator	\$45.00	12K Forklift	\$500.00
		Welder	\$160.00
		Plasma Torch	\$200.00
		Blasting Pod & Hose	\$250.00
		Painting Units	\$250.00

Price

The proposed construction of the roof replacement for this project is **\$168,990.00**

TECHNICAL APPROACH

MDS has an understanding is that inspections that took place previously that there was a significant amount of corrosion taking place on the roof beams. Further inspections have showed similar deficiencies. After discussions and research, it was decided that replacement of the roof is the best feasible option for a long-term solution to correct the deficiencies. Since aluminum will not corrode like steel in the vapor zone of the tank and aluminum does not need to be blasted and coated compared to steel roofs. We believe that this is the best cost and minimal maintenance solution for the tank and we would be pleased to complete this project for the Town of Johnstown.

At time of notice of award, MDS will start the process of starting submittals and ordering materials. At that time MDS will issue a contract to its only subcontractor, Tank Connections, for moving forward to provide the drawings, supply, construction and installation of the aluminum roofs. MDS will then arrange a meeting with Town of Johnstown and MDS's job foreman to go over a schedule and meet the Town of Johnstown's goals and expectations.

Once the shop drawings have been approved, orders and fabrications will be initiated and begin. Tank Connections manufactures the roof panels themselves and will provide all domestic materials. None of the materials will be coming from foreign countries, therefore the lead time again will be less versus companies using foreign materials. We believe that by providing all domestic materials that we can meet and exceed Town of Johnstown's schedule, goals and expectations in relation to time and scheduling. The estimated lead time for the fabrication of the aluminum geodesic domes is 8-12 weeks.

MDS will assign Ian Stephens as foreman and Evan Stevens as Project Manager. Ian will be in charge of supplying submittals, delivering drawings, ordering materials and submitting the schedule. Evan Stevens will be on site for the duration of the project as the Project Manager. He will oversee meeting deadlines, conduct safety meetings, do quality assurance checks, provide on-site management and on-site record keeping. He will turn in all progress reports to MDS office staff who will submit for monthly progress payments throughout the project. MDS plans to have up to 5 employees working on this contract. This does not include the subcontractor's employees from Tank Connections.

As far as time management, please see the bar graph schedule included in the proposal that shows the sequencing of each task and how we have laid out the items to overlap to effectively control time and scheduling of the project. Below is a brief outline of our key tasks start and end dates.

*All duration days are in working business days.

Description	Start Date	End Date	Duration
Delivery of Drawings	February 22, 2021	March 8, 2021	14 Days
Order Aluminum Roof	March 8, 2021	May 10, 2021	53 Days
Removal of Steel Roof Tank	April 19, 2021	April 21, 2021	3 Days
Install of Eave Angle / Wind Girder	April 22, 2021	May 10, 2021	12 Days
Install Roof Tank	May 10, 2021	May 14, 2021	5 Days
Tank 4 Complete		May 14, 2021	

QUALIFICATIONS

Founded in 2013, Marine Diving Solutions opened its doors for providing premium construction on water tanks and reservoirs to meet city/ utility's needs. With our owner, Ian Stephens, having 15 plus years of construction experience in providing safe, quality construction for Water Tank Rehabilitation projects. MDS has the knowledge and experience to conquer any tank need. A few things in particular set us apart from the competition:

- We offer the experience for providing construction services, including work for the federal government, state government and local agencies.
- We have inspected over 900 tanks since we opened our doors.
- Since our 2013 start, we have performed over 50 tank rehabilitation projects throughout Colorado.
- MDS was established in Colorado in 2013 and continue to operate out of Centennial, CO.
- We have an established office and warehouse in Centennial, allowing quick mobilization to Johnstown, and a fabrication shop in Grand Junction with a skilled crew of welders. MDS employs AWS D 1.1 structural welders for our fabrication shop in Grand Junction, Colorado.
- We are committed to utilizing as many Colorado residents as possible with 100% of our full-time staff living in Colorado. MDS is also requesting its subcontractor to utilize as many Colorado residents as possible for this project. Our current prediction is that 70% of the labor for this contract would be from Colorado.
- We are an experienced and proven water tank contractor, to provide steel climbing ladder fall protection, blast and recoats, railing and catwalk modifications, overflow installations, welding, and exterior/interior tank work.
- We have numerous suppliers that can deliver water tank parts for fast and reliable service.
- We have a crew of 13 full time employees, and ten out of the thirteen employees are dedicated to water tank inspections and repairs.
- MDS utilizes recognized local engineering firms to ensure all repairs are structurally worthy.
- MDS's fabrication staff have AWS D1.1 certifications for positions up to 6G. Our shop foremen, Evan Stevens, is an AWS weld inspector and can also certify all welds that are performed.

For the Roof Replacement Project, Marine Diving Solutions has chosen to team up with a company who we feel is a qualified aluminum geodesic dome fabricator, supplier and installation company, Tank Connections. Tank Connections is an ISO 9001 certified company, which means they have undergone thorough inspections of their products. Their product and personnel have proven to be highly qualified for any water storage tank project. The design of welded components shall be done in accordance with the Aluminum Structural Welding Code ANSI/AWS D1.2-90. They certify that all modeling and design requirements of ADM 2010 will be satisfied. After discussing this project with Tank Connections, we have been assured that with their staff capacity and their material supply they are capable of meeting our schedule demands and timeline.

With Ian Stephens as the project foreman for Marine Diving Solutions with his 15+ years of tank rehabilitations experience we ensure to have this project run smoothly and have open lines of communications between Town of Johnstown and Marine Diving Solutions from beginning to end. Evan Stephens being there for the entirety of the project.

INSURANCE

MDS has a specialty insurance coverage due the nature of also being involved in the commercial diving industry. Our policy has 2M in umbrella coverage. All coverage meets and exceeds the State of Colorado's insurance coverages.

CONCLUSION

MDS is a Colorado owned and operated service disabled veteran owned company that has 100% Colorado based employment. The only subcontractor we would utilize on this project, Tank Connections, would be constructing the roof with all domestic materials. There would be no lag time due to international shipments if we were awarded this project. MDS also employs AWS D 1.1 structural welders for our fabrication shop in Grand Junction, Colorado, which would help to not create any delays with fabrication.

We look forward to working with Town of Johnstown Colorado and supporting your efforts to improve your city needs. We are confident that we can accomplish the scope of work in the timeline given.

If you have questions on this proposal, feel free to contact Ian Stephens at your convenience by email at ian@marinedivingsolutions.com or by phone at 303-309-0091.

Thank you for your consideration,

Ian Stephens
Owner











Town of Johnstown

INFORMATIONAL ITEMS ONLY

These items are for Town Council information. Any of these items can be discussed if a Councilmember desires.

The Community That Cares

www.TownofJohnstown.com

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



Xcel Energy Media Relations
1800 Larimer St., Suite #900
Denver, Colorado 80202
(303) 294-2300
www.xcelenergy.com

Xcel Energy announces 2030 Clean Energy Plan to reduce carbon emissions 85%

Plan to deliver 80% renewable energy while assuring an affordable, reliable energy system

DENVER (February 24, 2021) – Xcel Energy – Colorado today announced the details of its upcoming Clean Energy Plan today that will deliver its customers an estimated 85% reduction in carbon dioxide emissions from 2005 levels by 2030. The plan will result in greater reductions than required by Colorado law and will double renewable energy and battery storage on the Xcel Energy Colorado system, providing customers with electricity derived from approximately 80% renewable sources while maintaining affordable and reliable energy service.

In 2018, Xcel Energy became the first utility in the nation to announce a vision of a carbon-free electricity system by 2050. This announcement continues not only the company's vision to lead the clean energy transition, but also presents a balanced, diversified portfolio of energy sources to maintain reliability and affordability while supporting communities as we work together to meet Colorado's carbon-reduction goals and evolving energy needs. Highlights of the plan include:

- Adds approximately 5,500 MW of new wind, solar generation and battery storage;
- Significantly reduces coal plant operations by 2030 and retires or repowers all remaining coal units by 2040;
- Building upon successful customer focused energy-efficiency programs, distributed generation opportunities, and demand response options to manage energy load;
- Ensuring grid stability and reliability with flexible resources capable of operating around renewable resources as well as during times of extreme heat or cold;
- Creating a workforce and community transition plan, building upon the utility's experience leading clean energy transitions across its service area; and
- Evaluating transmission infrastructure in the state to improve the reliability and flexibility of the system and reduce the cost of the renewable energy additions contemplated by this plan.

Xcel Energy's Colorado customers' electricity bills are already among the lowest in the nation, and this balanced energy plan will continue to keep bills low. The plan is estimated to result in customer bill increases at or below the rate of inflation.

No layoffs are anticipated at any of the coal plants affected by the plan. Company and union leaders are partnering to manage this transition through attrition, retirement and retraining of employees.

The plan will go before the Colorado Public Utilities Commission late next month.

"We have a long track record of successfully transitioning our plants to meet future energy needs and look forward to doing so in Colorado, a state with leaders who share our clean energy goals," said Ben

Fowke, chairman and CEO, Xcel Energy. “We are committed to working with our employees and the communities we serve as we make significant strides leading the nation’s and Colorado’s ambitious clean energy transition, while also ensuring reliability and affordability for our customers.”

“Colorado is getting cleaner air, more good jobs, and savings for consumers with more renewable energy,” said Colorado Governor Jared Polis. “This proposal puts reliability and consumer savings as top priorities. This plan doubles wind and solar, advances my administration’s Greenhouse Gas Reduction roadmap and our bold goal of achieving 100% renewable energy by 2040.”

“We’re excited to lead the way in Colorado’s clean energy transformation and reduce carbon emissions approximately 85% by 2030,” said Alice Jackson, president of Xcel Energy – Colorado. “This ambitious agenda delivers clean, reliable, affordable energy for our Colorado customers and communities and brings us closer to our vision of delivering 100% carbon-free electricity to customers by 2050.”

“We have a tremendous labor force in the state that is dedicated to providing the power Coloradans need while maintaining a safe, reliable energy grid,” said Rich Meisinger, Business Manager of IBEW Local 111. “We’re committed to keeping our members on the job whether they work for one of the utilities or they work for one of the electrical contractors we represent and look forward to demonstrating the value they can deliver in the future.”

“Many electric utilities have set goals that could put them on a path consistent with the science. Xcel Energy is actually changing their operations and aligning their investments to achieve those goals,” said Jon Goldin-Dubois, president, Western Resource Advocates. “What sets Xcel Energy apart is that they continue to be willing to work in partnership to realign their business to develop concrete plans to achieve the ambitious emissions reduction goals from electricity generation that are necessary to address climate change.”

“In our role as a consumer advocate, Energy Outreach Colorado is optimistic about the focus on equity, affordability and the health benefits in Xcel Energy’s Clean Energy Plan for the vulnerable Coloradans that we represent,” said Jennifer Gremmert, executive director, Energy Outreach Colorado. “Now more than ever, we understand the critical nature of affordable, reliable and accessible home energy to ensure that everyone can thrive.”

#

About Xcel Energy

Xcel Energy (NASDAQ: XEL) provides the energy that powers millions of homes and businesses across eight Western and Midwestern states. Headquartered in Minneapolis, the company is an industry leader in responsibly reducing carbon emissions and producing and delivering clean energy solutions from a variety of renewable sources at competitive prices. For more information, visit [xcelenergy.com](https://www.xcelenergy.com) or follow us on [Twitter](#) and [Facebook](#).

COLORADO CLEAN ENERGY PLAN

A RESPONSIBLE TRANSITION TO CLEAN ENERGY FOR COMMUNITIES AND WORKERS



Xcel Energy is leading the clean energy transition with its upcoming Colorado 2030 Clean Energy Plan, a proposal to deliver an estimated 85% reduction in carbon dioxide emissions from 2005 levels by 2030 and doubling the renewable energy and battery storage on the system.

The plan, which we will file with state regulators in spring 2021, creates a roadmap to deliver on our vision to provide 100% carbon-free electricity by 2050, while supporting our employees and the communities where we live and work through the transition.

REDUCING EMISSIONS

Achieving our vision requires retiring coal plants that we have relied upon for years and transitioning to cleaner sources of power. With our Clean Energy Plan, we are proposing a timeline for retiring our remaining coal operations in Colorado.

Comanche Generating Station

Coal-fired electric generating facility

- **Location:** Pueblo, CO
- **In-Service Dates:** Unit 1, 1973; Unit 2, 1976; Unit 3, 2010
- **Retirement Dates:** Unit 1, 2022; Unit 2, 2025; Unit 3, 2040 (proposed)
- **Capacity:** Units 1 & 2 (660 MW); Unit 3 (750 MW)
- **Co-Owners:** Intermountain Rural Electric Association, Holy Cross Electric (for Unit 3)
- **Number of Employees:** 134

Hayden Generating Station

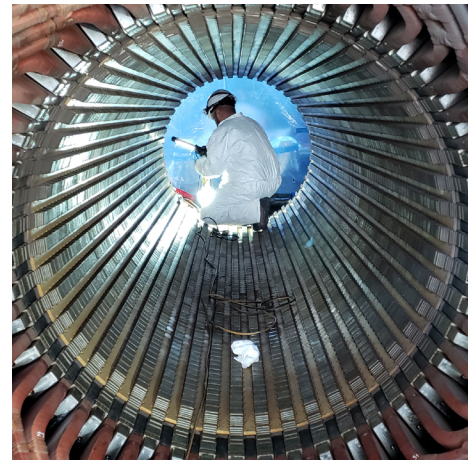
Coal-fired electric generating facility

- **Location:** near Hayden, CO
- **In-Service Dates:** Unit 1, 1965; Unit 2, 1976
- **Retirement Dates:** Unit 1 2028 (proposed); Unit 2 2027 (proposed)
- **Capacity:** Unit 1 (179 MW), Unit 2 (262 MW)
- **Co-Owners:** Salt River Project, PacifiCorp
- **Number of Employees:** 68

Pawnee Generating Station

Coal-fired, steam-electric generating facility

- **Location:** Brush, Colorado (90 miles northeast of Denver)
- **In-Service Date:** 1981
- **Conversion Date:** Convert to burn natural gas in 2028 (proposed)
- **Retirement Date:** 2041
- **Capacity:** 505 MW
- **Number of Employees:** 97



A BALANCED, DIVERSIFIED ENERGY PORTFOLIO

Although the exact mix will be determined by a competitive bid process, in our preferred plan we are proposing to add up to:

- Approximately 2,300 MW of wind power
- Approximately 1,600 MW of large-scale solar power
- Approximately 400 MW of energy storage
- Just under 1,300 MW of firm dispatchable resources (including natural gas)
- Just under 1,300 MW of distributed generation solar resources

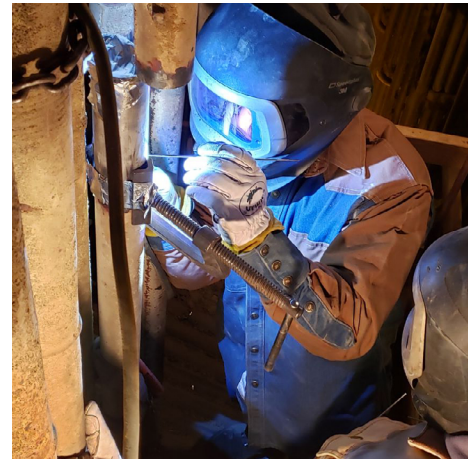
COMMITTING TO OUR EMPLOYEES AND COMMUNITIES

We are committed to helping our employees and the communities where these plants are located as we continue to move away from coal. Early coal plant closures impact our employees and affect local economies' jobs and tax base, and as every community is unique, each transition requires special attention and consideration.

Long planning timelines, advance notice and proactive, transparent communication are fundamental to our efforts. We make decisions and communicate plant closures as far in advance as possible, allowing employees time to transfer to other locations or complete retraining for new roles. This also provides time for us to work with communities to find ways to mitigate impacts to tax base and other economic concerns.

PRIORITIES

- We've previously transitioned plants across our service area without layoffs, and we believe we can accomplish this again. We are prepared to work with employees to manage this transition through attrition, retirements and retraining to assist them in pursuing new roles.
- We are also working directly with community leaders, plant employees and labor unions to provide dedicated support and develop transition plans together for coal plant retirements.
- We partner with local leaders and advisors, state and local government officials, economic development groups and local businesses to help maintain a healthy tax base and seek out new opportunities where plants are closing.



Xcel Energy has guiding principles that define our commitment to partnering with communities and employees facing the early closure of coal-fueled plants. Read our **Position Statement**.



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council

FROM: Diana Seele, Town Clerk

DATE: February 25, 2021

SUBJECT: Johnstown Municipal Code: Chapter 11 – Public parks

ATTACHMENTS:

1. Copy of current ordinance redlined
2. Proposed Ordinance
3. Park Agreement

Proposed changes in Chapter 11 – Public Parks to remove some outdated requirements and implement rules and regulations governing the public parks.

Sections of the current ordinance that are proposed to be modified:

- Section 11-82: Assign the Town Manager the authority to delegate employees and agents of the Town to operate and maintain the public parks.
- Section 11-83: Daily park hours will be changed to 6:00 a.m. to 10:00 p.m.
(current hours are 5:00 a.m. to 11:00 p.m.)
- Section 11-85: Erection of structures in park will be pursuant to written authorization by the Town.
(currently the authorization comes from Town Council)
- Section 11-86: Remove 3.2% beer and modify the ordinance to fermented malt beverages in Hays Park with a permit.
- Fees have been included in the Town Fee Schedule

The Community That Cares

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

Chapter 11, Article V

Sec. 11-81. ~~— Public parks. Definition.~~

For purposes of this Article, the term public park or park shall mean a park, ~~reservation, playground, beach, recreation center~~ or any other area in the Town, ~~either now existing or which shall be subsequently acquired in accordance with the provisions of this Article,~~ owned or used by the Town ~~for, and devoted to~~ active or passive public recreation.

Sec. 11-82. ~~— Administration. Authority to establish.~~

~~The Town Manager is hereby delegated the authority to operate and maintain the public parks, which authority may be delegated to duly qualified employees and agents of the Town, and to implement rules and regulations governing the public parks that are The Town shall have authority to acquire, establish and maintain, in the manner provided for by state law, public parks or pleasure grounds.~~

~~not inconsistent with the provisions of this Article. Such rules and regulations shall be on file and available for public examination in the office of the Town Clerk. The failure to comply with any rule or regulation shall be deemed a violation of this Article.~~

Sec. 11-83. - Daily park hours.

~~Public~~ ~~The~~ parks shall be open daily to the public from ~~56:00~~ a.m. until ~~10:00 p.m.~~ ~~11:00 p.m.~~, and no person not an employee of the ~~Town on official Town business parks~~ shall remain in the ~~parksm~~ at any other time; provided, however, that the Town ~~Council~~ may, by permit ~~first having been obtained~~, extend or limit the time herein specified.

Sec. 11-84. - Destruction of park property.

It shall be unlawful to cut, mark, remove, break or climb upon, or in any way injure, damage or deface the trees, shrubs, plants, turf or any of the park facilities, buildings, equipment, fences, bridges or other structures or property within or upon the public parks ~~premises~~, or in any other way injure or impair the natural beauty or usefulness of any public park ~~or recreation area~~.

Sec. 11-85. - Erection of ~~tents and buildings~~ structures in park.

It shall be unlawful to build or place any tent, ~~building~~, booth, stand or other structure in or upon any ~~of the public~~ park ~~except pursuant to written authorization by the Town. s or other recreational facilities without first having obtained a permit to do so from the Town Council.~~

Sec. 11-86. - Alcohol.

- (1a) ~~—Except as provided below or pursuant to a special event liquor permit, it shall be unlawful to serve, consume or have an open container of alcoholic beverages in the public parks.~~
- (2) Upon approval of the Town and execution of a park reservation agreement, the Town may issue a permit for the consumption of fermented alcoholic beverages in Hays Park. The Town shall collect a fee for the permit in the amount set forth by resolution of the Town

Council in the Town Fee Schedule. A special 3.2% beer permit is hereby established to authorize the consumption of 3.2% beer in Hays Park.

- ~~(b) A fee for the permit shall be collected at the time the permit is issued. A portion of the fee shall be returned provided there is full and proper cleanup and no violation of governing laws, rules or regulations.~~
- ~~(e) The collection, administration and enforcement of the 3.2% beer permit shall be performed by the Town Clerk or Police Department. The Town Council is authorized to adopt all rules and regulations which may be necessary or appropriate for the collection, administration and enforcement of the 3.2% beer permit. The permit shall not be transferrable and shall be in the permittee's possession while at the park.~~

Sec. 11-87. — Lake Park. Lake Park rules and regulations.

- ~~(1) Persons may fish in Lake Park pursuant to a permit issued by the Town. The following shall apply to the use and enjoyment of Lake Park:~~
- ~~(1)(1) The Town shall collect a fee for the permit in the amount set forth by resolution of the Town Council in the Town Fee Schedule. The permit issued shall not be transferable and shall be in the permittee's possession while fishing. The Town may, in its discretion, revoke the permit if the permittee fails to comply with the park rules and regulations.~~
- ~~(2) It shall be unlawful to:~~
 - ~~(a) Fish in Lake Park except pursuant to a permit;~~
 - ~~(b) Swim, wade or enter the water at Lake Park;~~
 - ~~(c) Use a boat or floatation device in Lake Park; and~~
 - ~~(d) Except for law enforcement, possess firearms at Lake Park.~~
- ~~(2) — Anyone may fish in Lake Park, provided that he or she purchase and have in his or her possession a fishing permit issued by the Town Clerk. A fee to be set by resolution shall be charged to purchasers of a fishing permit, the revenues collected to be used for administrative costs such as trash removal, police patrol, Code enforcement and overall maintenance. The permit issued shall not be transferable to any other person and any improper use of the facility of Lake Park may cause such permit to be revoked by the Town.~~
- ~~(2) — There shall be no swimming in the lake, nor boating. Within Lake Park there shall be no alcoholic beverages and possession of firearms within the park, except by law enforcement personnel, shall be prohibited.~~

Sec. 11-88. — Violation.

Any person violating any provision of this Article shall be deemed guilty of such violation and, upon conviction thereof, shall be penalized as provided in Article IV of Chapter 1 of the Code. ~~(3) — The Town Council may, by resolution, provide for rules and regulations concerning the use of the park facilities.~~

Chapter 11, Article V

Sec. 11-81. – Public parks.

For purposes of this Article, the term *public park* or *park* shall mean a park, playground, or any other area in the Town owned or used by the Town for active or passive public recreation.

Sec. 11-82. – Administration.

The Town Manager is hereby delegated the authority to operate and maintain the public parks, which authority may be delegated to duly qualified employees and agents of the Town, and to implement rules and regulations governing the public parks that are not inconsistent with the provisions of this Article. Such rules and regulations shall be on file and available for public examination in the office of the Town Clerk. The failure to comply with any rule or regulation shall be deemed a violation of this Article.

Sec. 11-83. - Daily park hours.

Public parks shall be open daily to the public from 6:00 a.m. until 10:00 p.m. and no person not an employee of the Town on official Town business shall remain in the parks at any other time; provided, however, that the Town may, by permit, extend or limit the time herein specified.

Sec. 11-84. - Destruction of park property.

It shall be unlawful to cut, mark, remove, break or climb upon, or in any way injure, damage or deface the trees, shrubs, plants, turf or any of the park facilities, buildings, equipment, fences, bridges or other structures or property within or upon the public parks, or in any other way injure or impair the natural beauty or usefulness of any public park.

Sec. 11-85. - Erection of structures in park.

It shall be unlawful to build or place any tent, booth, stand or other structure in or upon any public park except pursuant to written authorization by the Town.

Sec. 11-86. - Alcohol.

- (1) Except as provided below or pursuant to a special event liquor permit, it shall be unlawful to serve, consume or have an open container of alcoholic beverages in the public parks.
- (2) Upon approval of the Town and execution of a park reservation agreement, the Town may issue a permit for the consumption of fermented alcoholic beverages in Hays Park. The Town shall collect a fee for the permit in the amount set forth by resolution of the Town Council in the Town Fee Schedule. The permit shall not be transferrable and shall be in the permittee's possession while at the park.

Sec. 11-87. – Lake Park.

- (1) Persons may fish in Lake Park pursuant to a permit issued by the Town. The Town shall collect a fee for the permit in the amount set forth by resolution of the Town Council in the Town Fee Schedule. The permit issued shall not be transferable and shall

be in the permittee's possession while fishing. The Town may, in its discretion, revoke the permit if the permittee fails to comply with the park rules and regulations.

(2) It shall be unlawful to:

- (a) Fish in Lake Park except pursuant to a permit;
- (b) Swim, wade or enter the water at Lake Park;
- (c) Use a boat or floatation device in Lake Park; and
- (d) Except for law enforcement, possess firearms at Lake Park.

Sec. 11-88. – Violation.

Any person violating any provision of this Article shall be deemed guilty of such violation and, upon conviction thereof, shall be penalized as provided in Article IV of Chapter 1 of the Code.

PARK RESERVATION AGREEMENT

Date Requested: _____ Time: _____ am/pm to _____ am/pm

Name or Organization _____

Address: _____

Phone/Cell # _____

Type of Function ("Event"): _____

Number of Participants _____ (100 or more see Special Events Permit)

Alcohol Requested (Hays Park ONLY) Yes / No _____
(Fermented Malt Beverage Only)

Inflatables Requested Yes / No

Contact person and phone #: _____

(office to complete section below)

Park _____ Fee: _____

Reserved _____

Deposit: _____

TOTAL DUE: _____

Deposit check will be cashed. Deposit, or a portion thereof, will be reimbursed subsequent to the Event on the condition that the applicant complied with the provisions contained herein. Charges may be made against deposit for loss, damage, cleaning and/or additional time (additional time charged at 150% of reservation amount).

Release of Liability and Agreement to Hold Harmless

The applicant agrees to use the Park according to the Town's Rules and Regulations, which are attached hereto as Exhibit A. Among other obligations, the applicant agrees to be legally responsible for the conduct and control of both patrons and participants at the Event, to be financially responsible for any damages or injuries incurred arising from the use of the park, and to pay for repair or replacement, at the Town's discretion, for damage to the park property, including but not limited to the landscaping, facilities and equipment.

The applicant hereby agrees to release, indemnify and hold harmless the Town of Johnstown, its officials, employees and agents, for damage or loss of property within the park. The applicant further agrees to release, indemnify and hold harmless the Town of Johnstown, its officials, employees and agents, from and against all liability, claims or demands due to bodily injury, personal injury, sickness, disease or death, including attorney's fees, arising from or in any manner connected with the use of the park.

THE UNDERSIGNED HAS CAREFULLY READ AND REVIEWED THIS AGREEMENT, UNDERSTANDS THIS AGREEMENT, IS AUTHORIZED TO EXECUTE THIS AGREEMENT AND AGREES TO THE ABOVE STATED CONDITIONS:

If an individual:

Signature: _____

Printed Name: _____

Date: _____

If an organization:

Name of Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

PARK RULES AND REGULATIONS

1. Reservations are available for attendance of 0 – 99 participants. If over 100 participants, a Special Events Permit must be applied for which may include requirements for port-a- potties and/or trash removal. Other events requiring a Special Events Permit include, but are not limited to, events which:
 - barricade or block any roadway
 - obstruct, delay or interfere with the normal flow of pedestrian or vehicular traffic
 - the public is invited or admission is charged
 - utilizes amplified sound due to its impact on the surrounding neighbors
 - alcohol is sold or served to the public
2. Deposits checks will be deposited into Town of Johnstown account.
3. Town sponsored or hosted functions are exempt from these fees.
4. The privilege to use the park in the future will be denied to persons and/or groups that fail to comply with the rules of this agreement.
5. During the time the park is being used by the Lessee, the Lessee is responsible for any and all accidents, injuries, damages or loss of property. The Town of Johnstown and its designated representatives shall be held harmless for any and all claims resulting from the use of the park.
6. Lessee shall provide proper supervision, ensuring the protection of persons and property in its care, enforcement of park rules and regulations and restriction of all participants to authorized areas only.
7. Lessee is responsible for proper cleaning of the park being used. This includes all decoration removal, clean up of the trash around the area and proper disposal of trash is required before vacating the premises. If additional cleaning is required, the Town reserves the right to forfeit the Lessee's damage deposit. Any additional charges incurred will be the responsibility of the Lessee.
8. Reservations are not considered complete until all fees or deposits have been paid.
9. Lessee's must be 18 years or older.
10. Lessee shall be held responsible if any person within their party breaks or climbs upon, damage or deface the trees, shrubs, plants, turf or any of the facilities, buildings, equipment or other structures or property within or upon park premises, or in any way injure or impair the natural beauty or usefulness of any park or recreation area.
11. Removal of any Town-owned property from any Town park is strictly prohibited; violators are subject to criminal prosecution.

PARK RULES

1. No vehicles are to be driven or parked on grass at any time without written permission from the Town.
2. No tents, booths, stands or other structures shall be placed in the parks without pursuant written authorization by the Town. If stakes are to be driven into the ground, please be aware of any irrigation lines present, Lessee will be held liable for any damaged line.
3. Reservations are allowed for areas of the park and/or park shelters. Tot lots and playgrounds cannot be reserved. Please be aware that the park is a public place and

there may be other residents using other areas of the park including the playgrounds and restrooms.

4. Pick up all trash and debris and deposit in a trash receptacle.
5. If plastic or a “dance floor” is laid on the grass, it must be removed in a timely manner to prevent the grass from dying.
6. Parks can be reserved from 6:00 a.m. to 10:00 p.m., 7 days a week.
7. Failure to obey park closing time or allowing unruliness by members of the group will warrant forfeiture of all deposits.
8. Park use permits must be available at the facility during the time of use by the Lessee.

Subject: Impact Report: 2020 Year in Review

Reply-To: "Becky Fase, YMCA of Northern Colorado" <becky.fase@ymcanoco.org>

Item #7.



YMCA OF NORTHERN COLORADO

Serving the Northern Front Range

IMPACT REPORT: WINTER 2021

2020 YEAR IN REVIEW

We've heard it thousands of times: This past year was difficult. Traumatic. Heart-breaking. Oh-so ridiculously bad.

However, for every piece of bad news, there were dozens of examples of generosity, kindness and humanity.

As much as the Y, like most organizations and businesses, struggled through 2020, we also stood resolute in our vital work. With our community in mind, we adapted, we persisted and we uplifted those who needed it most. We let generosity, kindness and humanity be our guides.

Here's how those efforts paid off.



10

The number of weeks the Y provided emergency childcare for essential personnel and parents who needed care in March, April and May.



72

The percentage of the YMCA of Northern Colorado's membership that stayed with us throughout the closure, capacity restrictions and strict member protocols. Yes, you showed your generosity, kindness and humanity as well.

**8,000**

The number of outreach calls our staff made to older adults to help combat social isolation and foster a sense of community during stay-at-home orders.

**7,280**

The number of pounds of produce harvested from the Longmont Y's Food Project Farm in 2020, feeding thousands of individuals and families in need.

**80+**

The number of times since March 2020 that the Y has collaborated with partners to disperse food to those in need.

**17,600**

The number of times members and guests logged into our live-streaming fitness classes.



225

The number of students who participated in the Y's remote learning program, enjoying education support and care while their parents work.



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