



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Wednesday, January 22, 2025 at 7:00 PM

MISSION STATEMENT: Enhancing the quality of life of our residents, businesses, and visitors through community focused leadership.

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

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 Public Hearing portion of the agenda. Citizen comments are limited to five (5) 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. January 6, 2025 Town Council Meeting Minutes
2. Resolution 2025-03 - Adopting 2025 Three Mile Plan
3. December 2024 Financial Statements
4. Third Amendment to Subdivision Development and Improvement Agreement - East Ledge Rock Center, Filing No. 3
5. Resolution 2025-04 Authorizing the Deposit of Town Funds at Banks Designated by the Banking Board as Eligible Depositories

TOWN MANAGER REPORT

TOWN ATTORNEY REPORT

OLD BUSINESS

NEW BUSINESS

6. Contract Modification Order - BHA Design, Inc. West Parish Alley Project Change Orders #02 and #03

- [7.](#) Contract Award to Morton Electric, Inc. Approving West Parish Alley Private Electric Project
- [8.](#) Contract Between the Town of Johnstown and Connell Resources for Design Build Services to Replace the East Parish Avenue Alley Sewer Main
- [9.](#) RFP Award for Pre-Construction Services for new Development Services Building

PUBLIC HEARING

COUNCIL REPORTS AND COMMENTS

MAYOR’S COMMENTS

INFORMATIONAL ITEMS

- [10.](#) Informational Items

EXECUTIVE SESSION

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act and other applicable laws, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at 970-587-4664 no later than 48 hours before the meeting in order to request such assistance.

De conformidad con la Ley de Discapacitados Estadounidenses y otras leyes vigentes, los individuos que necesitan adaptaciones funcionales para asistir o participar en esta reunión deberán comunicarse con la Municipalidad marcando el 970 587- 4664 a lo más tardar 48 horas antes de dicha reunión para solicitarla.



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TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, January 6, 2025 @ 7:00 PM

MINUTES

CALL TO ORDER

At 7:00 Mayor Pro Tem Young called the meeting to order.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Young invited attendees to join in the Pledge of Allegiance.

ROLL CALL

Present:

Councilmember Molinar
Councilmember Menzies
Councilmember Berg
Mayor Pro Tem Young
Councilmember Morris

Absent:

Mayor Duncan
Councilmember Paranto

AGENDA APPROVAL

Motion by Councilmember Berg and seconded by Councilmember Molinar to approve the agenda as presented.

Upon vote, the motion passed unanimously.

STAFF INTRODUCTIONS:

Town Manager Matt LeCerf introduced Carol Gamez as the new Executive Administrative Assistant.

Chief Strossner introduced Officer Luis Garcia, Officer Bradley Rodriguez, and Officer Joshua Strong as well as cadets Elle Bartelson, Faith Cushman, and Cameron Harrell.

BUSINESS OF THE MONTH:

Economic Development Manager announced Johnstown Barbershop as January's business of the month.

CONSENT AGENDA

Motion by Councilmember Morris and seconded by Councilmember Berg to approve the consent agenda which contained the following items:

- December 16, 2024 Town Council Meeting Minutes
- Resolution 2025-01 Designating the Public Places for Posting Notices Pursuant to C.R.S. 24-6-402(2)(c)
- Resolution 2025-02 Authorizing a Grant from the General Fund to the Water Utility Enterprise
- December 2024 List of Bills

Upon vote, motion passed unanimously.

TOWN MANAGER REPORT

Town Manager Matt LeCerf provided a report.

COUNCIL REPORTS AND COMMENTS

Councilmember Molinar: Nothing at this time.

Councilmember Berg: Nothing at this time.

Councilmember Menzies: She thanked Council for coming to the New Year's luncheon at the senior center.

Councilmember Morris: Happy New Year to all. She mentioned the lighting downtown and requested that it be implemented year-round. She enjoyed attending the Senior Center Lunch.

Mayor Pro Tem Young: We have heard great comments about the downtown lighting. It has been so good for the community.

ADJOURNMENT

There being no further business for the Town Council, Mayor Pro Tem Young adjourned the meeting at 7:21 pm.

Approved by Town Council:

Michael P. Duncan, Mayor

Attest:

Meghan C. Martinez, MMC, Town Clerk



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Item #2.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: January 22, 2025

SUBJECT: Resolution 2025-03 Adopting the 2025 Three Mile Plan

ATTACHMENTS:

1. Resolution 2025-03
2. 2025 Three Mile Plan & Future Land Use Plan

PRESENTED BY: Jeremy Gleim, AICP, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Colorado Revised Statutes require an annual approval of a municipal Three Mile Plan, for the purpose of evaluating and considering annexations. Johnstown's 2025 Three Mile Plan is a simple description that references the current Johnstown Area Comprehensive Plan and other Town plans as providing that policy guidance.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
 - *Guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

LEGAL ADVICE:

The Town Attorney prepared the attached Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve with the Consent Agenda.

Reviewed and Approved for Presentation,

Town Manager

The Community that Cares

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2025-03**

ADOPTING THE 2025 THREE MILE PLAN

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

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

WHEREAS, Section 31-12-105(1)(e), C.R.S., provides that, for purposes of annexation, each municipality shall annually prepare a plan for the geographic area within three miles in any direction from the municipality’s borders generally describing the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area (“Three-Mile Plan”); and

WHEREAS, to comply with the statutory directive, the Town Council desires to adopt the 2025 Three-Mile Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT the 2025 Three-Mile Plan, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved and adopted.

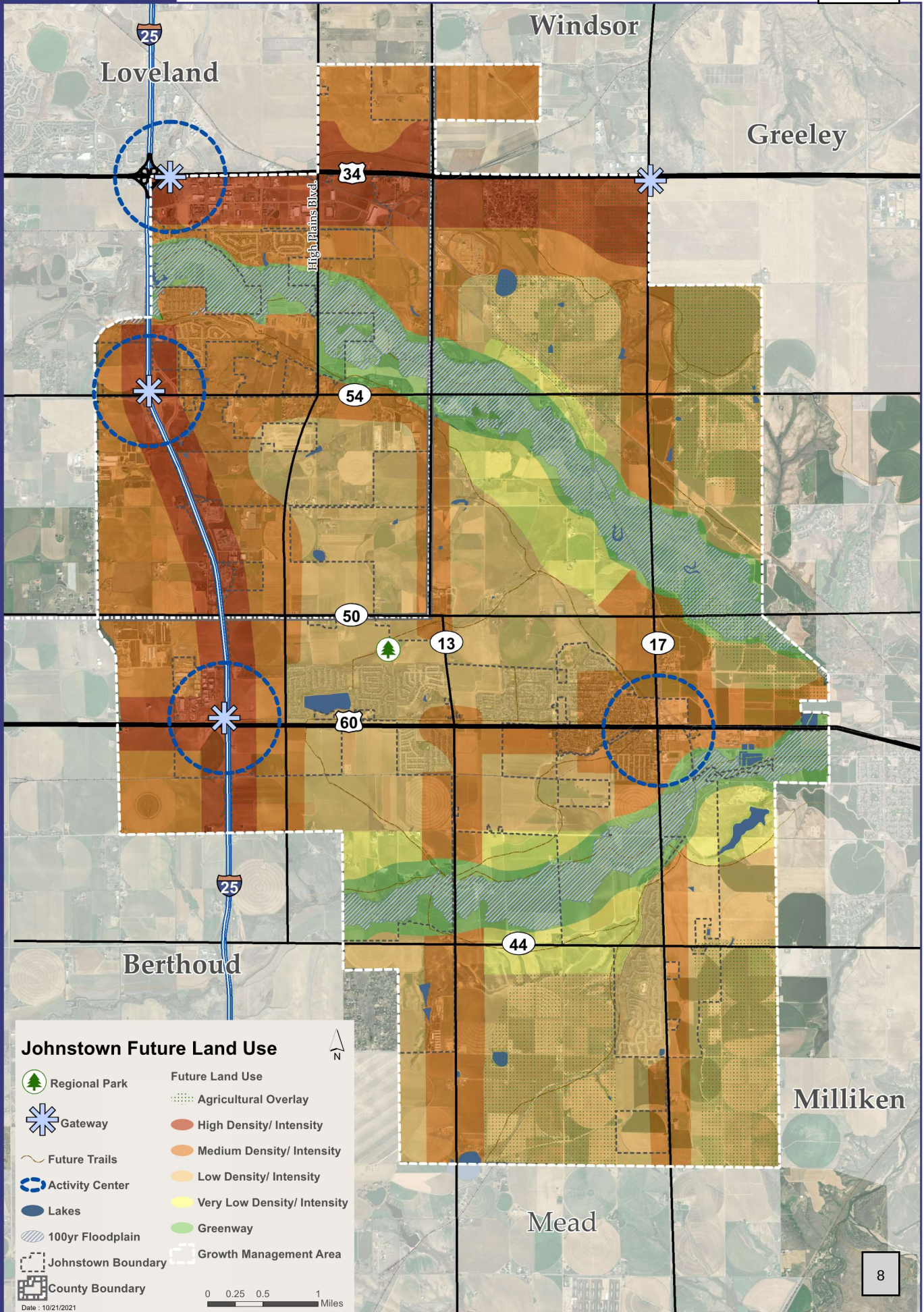
PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of January, 2025.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Meghan C. Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor



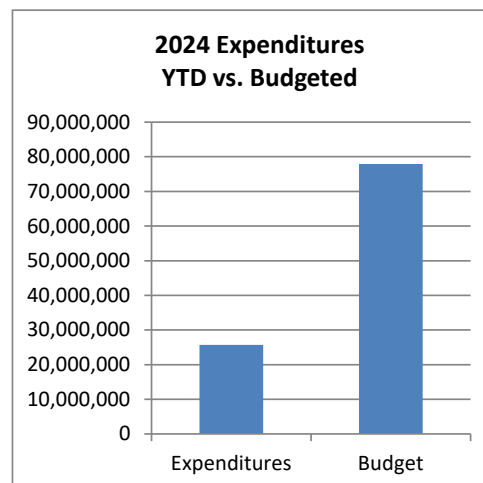
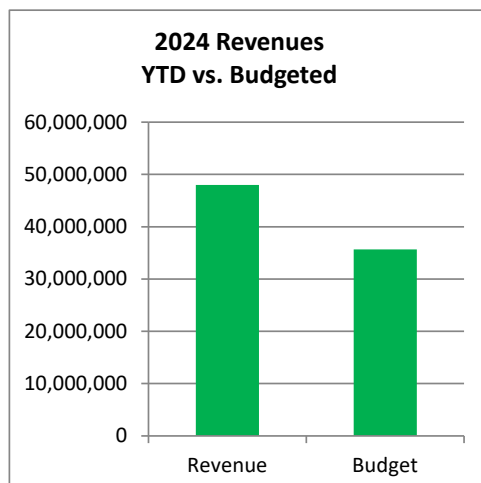
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending December 31, 2024
Unaudited

Item #3.

General Fund	2024 Actuals December	2024 Adopted Budget	% Complete
Beginning Fund Balance	62,349,169	62,349,169	
<u>Revenues:</u>			
Taxes & Fees	38,005,308	32,347,410	117.5%
Licenses & Permits	4,507,441	2,193,300	205.5%
Fines & Forfeitures	307,363	215,000	143.0%
Intergovernmental	272,177	50,000	544.4%
Earnings on Investment	3,306,043	500,000	661.2%
Miscellaneous Revenue	1,614,062	380,000	424.8%
<i>Transfers In</i>	-	-	
Total Operating Revenues	48,012,394	35,685,710	134.5%
<u>Expenditures:</u>			
Legislative	5,494,236	1,925,100	285.4%
Town Manager	1,704,145	2,117,435	80.5%
Town Clerk	476,571	542,300	87.9%
Events	19,192	282,050	6.8%
Finance	598,681	711,120	84.2%
Planning	584,405	696,050	84.0%
Reimbursements	642,923	350,000	183.7%
Engineering	710,134	1,313,495	54.1%
Inspections	349,953	403,400	86.8%
Police	9,082,922	12,513,883	72.6%
Public Works	670,447	686,100	97.7%
Buildings	550,522	1,003,300	54.9%
<i>Transfers Out</i>	4,782,294	55,356,967	8.6%
Total Expenditures	25,666,425	77,901,200	32.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	22,345,968	(42,215,489)	
Prior Period Adjustment			
Ending Fund Balance*	84,695,137	20,133,680	

* - Unaudited

100% of the fiscal year has elapsed



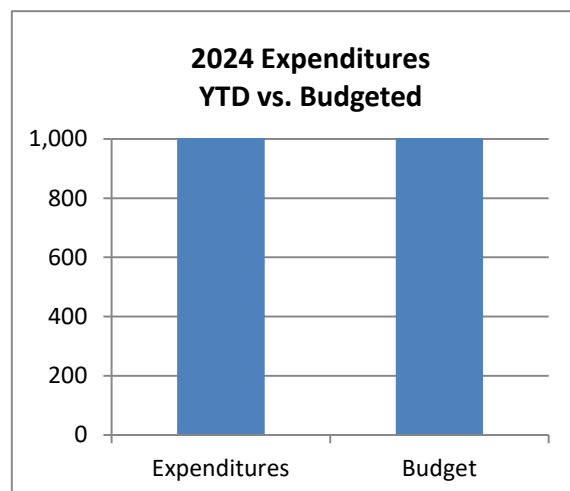
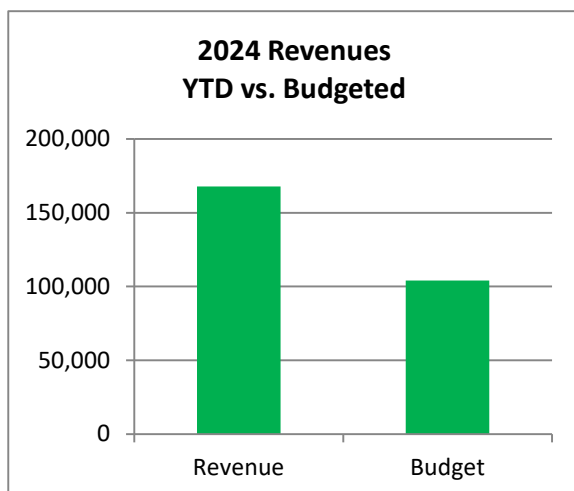
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending December 31, 2024
Unaudited

Item #3.

Conservation Trust Fund	2024 Actuals December	2024 Adopted Budget	% Complete
Beginning Fund Balance	264,069	264,069	
<u>Revenues:</u>			
Intergovernmental	110,273	100,000	110.3%
Earnings on Investment	7,621	4,000	190.5%
Transfers In	50,000	-	
Total Operating Revenues	167,893	104,000	161.4%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	406,422	350,000	116.1%
Transfers Out	-	-	
Total Expenditures	406,422	350,000	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(238,529)	(246,000)	
Ending Fund Balance*	25,540	18,069	

* - Unaudited

100% of the fiscal year has elapsed



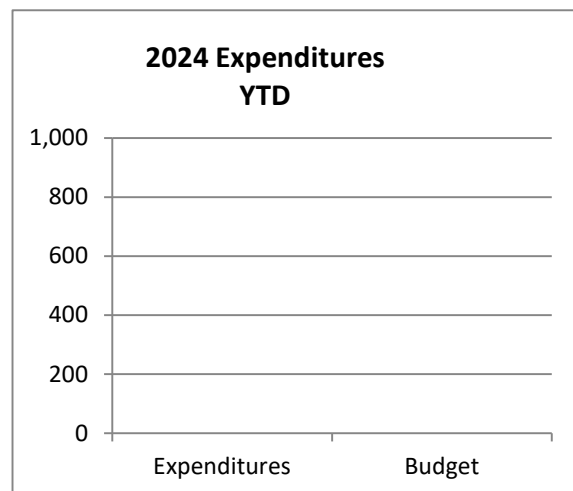
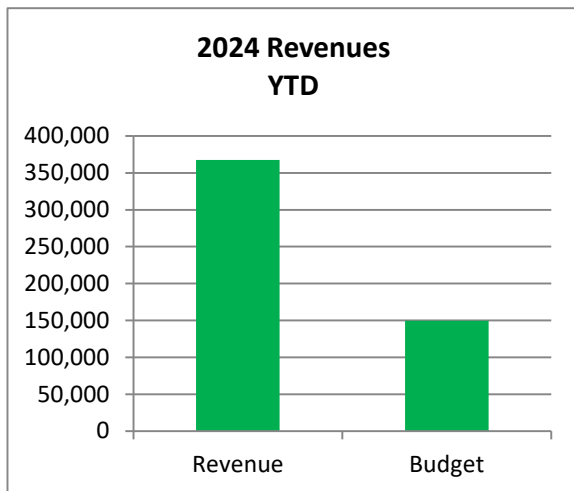
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Arts and Culture Fund
Period Ending December 31, 2024
Unaudited

Item #3.

Arts & Culture Fund	2024 Actuals December	2024 Adopted Budget	% Complete
Beginning Fund Balance	62,558	62,558	
<u>Revenues:</u>			
Intergovernmental	367,568	149,580	245.7%
Earnings on Investment	-	-	
Total Operating Revenues	367,568	149,580	
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	367,568	149,580	
Ending Fund Balance*	430,126	212,138	

* - Unaudited

100% of the fiscal year has elapsed



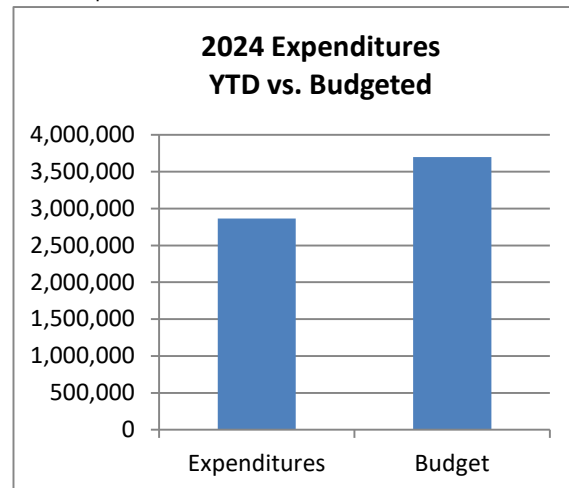
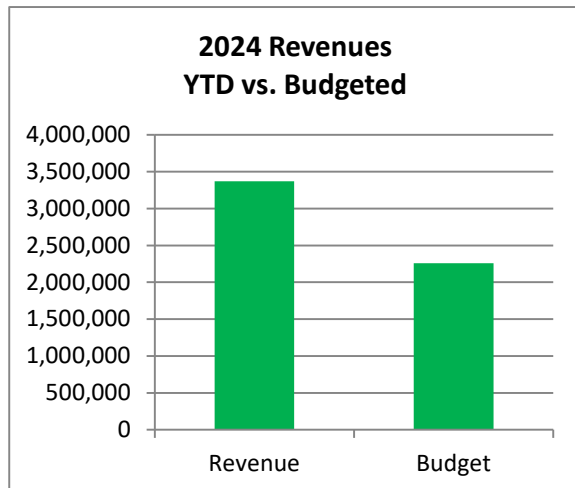
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending December 31, 2024
Unaudited

Item #3.

	2024 Actuals December	2024 Adopted Budget	% Complete
Parks and Open Space Fund			
Beginning Fund Balance	8,255,316	8,255,316	
<u>Revenues:</u>			
Taxes & Fees	1,706,980	1,024,950	166.5%
License & Permit	1,010	500	202.0%
Earnings on Investment	162,435	50,000	324.9%
Miscellaneous Revenue	210,460	41,000	513.3%
<i>Transfers In</i>	1,290,000	1,140,000	113.2%
Total Operating Revenues	3,370,885	2,256,450	149.4%
<u>Expenditures:</u>			
Operations	1,006,579	1,621,450	62.1%
Capital Outlay	1,858,727	2,076,000	89.5%
<i>Transfers Out</i>	-	-	
Total Expenditures	2,865,306	3,697,450	77.5%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	505,578	(1,441,000)	
Ending Fund Balance*	8,760,894	6,814,316	

* - Unaudited

100% of the fiscal year has elapsed



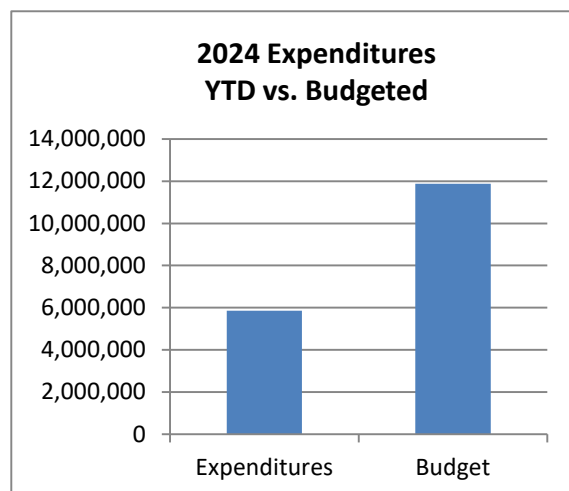
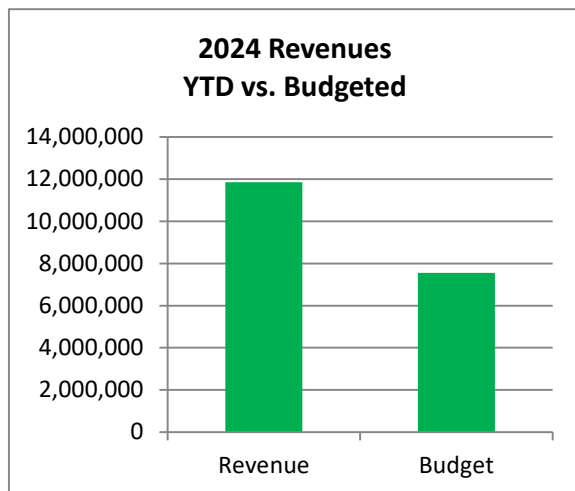
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending December 31, 2024
Unaudited

Item #3.

	2024 Actuals December	2024 Adopted Budget	% Complete
Street and Alley Fund			
Beginning Fund Balance	20,684,152	20,684,152	
<u>Revenues:</u>			
Taxes & Fees	7,304,913	5,080,000	143.8%
Intergovernmental	338,953	115,000	294.7%
Charges for Services	1,093,053	985,000	111.0%
Capital Investment Fees	2,499,954	1,276,375	195.9%
Earnings on Investment	616,050	100,000	616.0%
Miscellaneous Revenues	120	1,000	12.0%
Transfers In	-	-	
Total Operating Revenues	11,853,042	7,557,375	156.8%
<u>Expenditures:</u>			
Operations & Maintenance	4,783,760	5,501,250	87.0%
Capital	1,080,673	6,384,000	16.9%
Total Expenditures	5,864,433	11,885,250	49.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	5,988,610	(4,327,875)	
Ending Fund Balance*	26,672,762	16,356,277	

* - Unaudited

100% of the fiscal year has elapsed



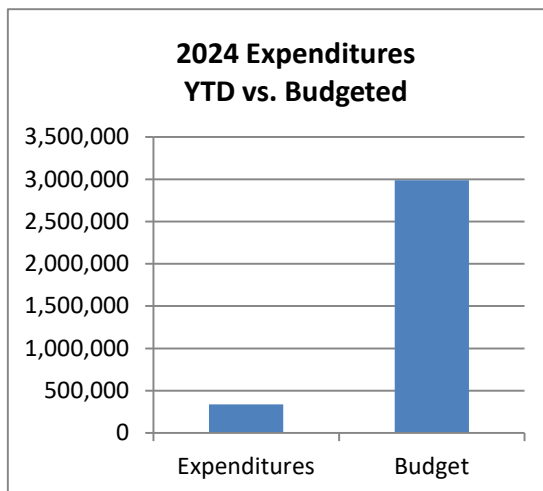
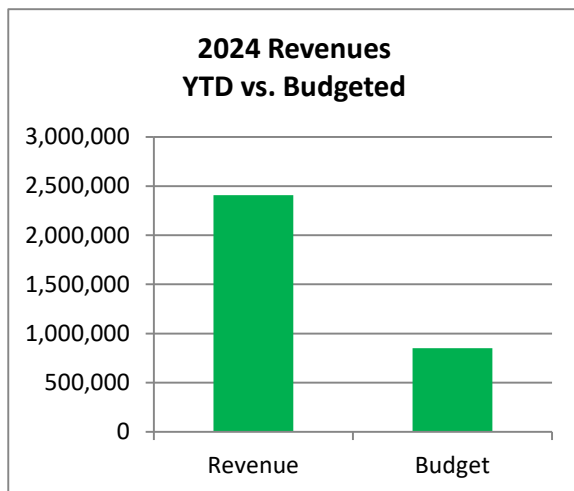
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending December 31, 2024
Unaudited

Item #3.

	2024 Actuals December	2024 Adopted Budget	% Complete
Capital Projects Fund			
Beginning Fund Balance	11,086,613	11,086,613	
<u>Revenues:</u>			
Taxes and Fees	2,006,373	800,000	250.8%
Miscellaneous Revenue	-	-	
Interest	601,350	100,000	601.4%
Transfers In	(200,000)	(50,000)	400.0%
Total Operating Revenues	2,407,723	850,000	283.3%
<u>Expenditures:</u>			
Capital Outlay	339,428	2,988,500	11.4%
Transfers Out	-	-	
Total Expenditures	339,428	2,988,500	11.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	2,068,295	(2,138,500)	
Ending Fund Balance*	13,154,908	8,948,113	

* - Unaudited

100% of the fiscal year has elapsed



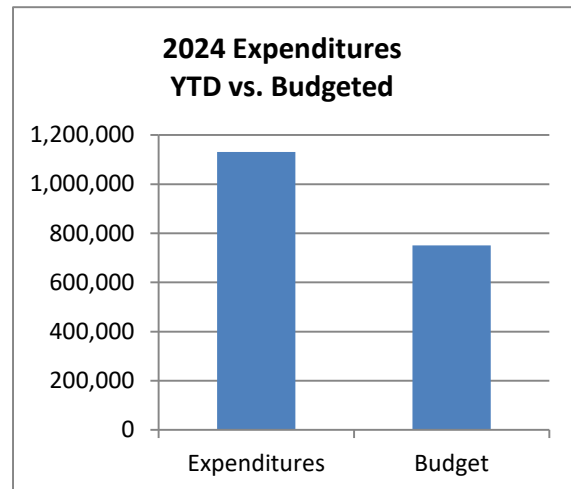
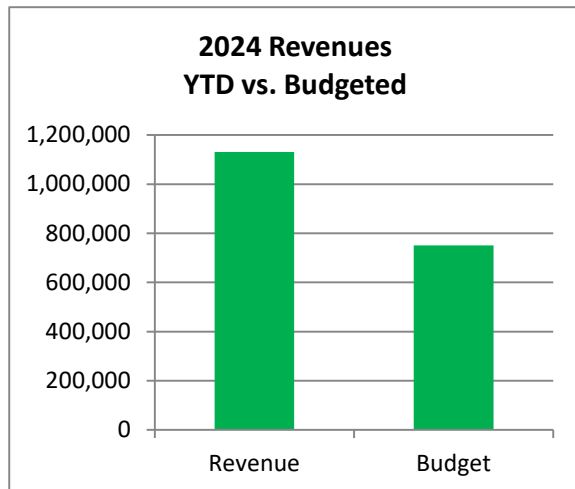
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending December 31, 2024
Unaudited

Item #3.

Tax Allocation Fund	2024 Actuals December	2024 Adopted Budget	% Complete
Beginning Fund Balance*	41,435	41,435	
<u>Revenues:</u>			
Taxes & Fees	1,131,204	750,000	150.8%
Earnings on Investment	-	-	
Total Operating Revenues	1,131,204	750,000	150.8%
<u>Expenditures:</u>			
Miscellaneous	1,131,204	750,000	150.8%
Total Expenditures	1,131,204	750,000	150.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
Ending Fund Balance*	41,435	41,435	

* - Unaudited

100% of the fiscal year has elapsed



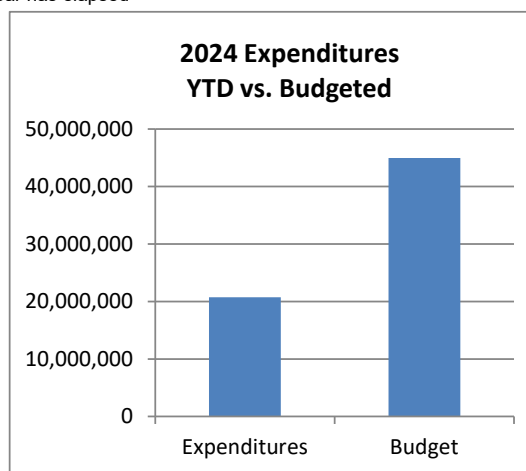
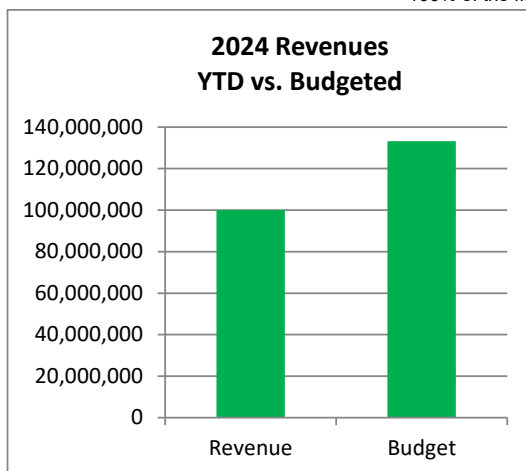
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending December 31, 2024
Unaudited

Item #3.

Water Fund	2024 Actuals December	2024 Adopted Budget	% Complete
Beginning Cash Balance*	23,450,653	23,450,653	
<u>Revenues:</u>			
Charges for Services	8,248,797	5,935,000	139.0%
Total Operating Revenues	8,248,797	5,935,000	139.0%
<u>Expenses:</u>			
Administration	275,684	304,100	90.7%
Operations	5,218,047	6,185,450	84.4%
Capital Outlay	13,222,470	37,477,500	35.3%
Depreciation	830,480	994,200	83.5%
Debt	1,195,875		0.0%
Transfers Out	-	-	
Total Operating Expenses	20,742,557	44,961,250	46.1%
Operating Income (Loss)	(12,493,760)	(39,026,250)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	4,372,587	1,397,933	312.8%
Capital Investment Fees	4,282,285	1,100,925	389.0%
Misc. Revenues	9,076,371	52,536,000	17.3%
Interest	1,999,381	250,000	799.8%
Debt Proceeds	72,007,832	72,000,000	100.0%
Total Non-Operating Revenues (Expenses)	91,738,456	127,284,858	72.1%
Excess (Deficiency) of Revenues and Other Sources over Expenses	79,244,696	88,258,608	
Ending Cash Balance*	102,695,349	\$ 111,709,261	

* - Unaudited

100% of the fiscal year has elapsed



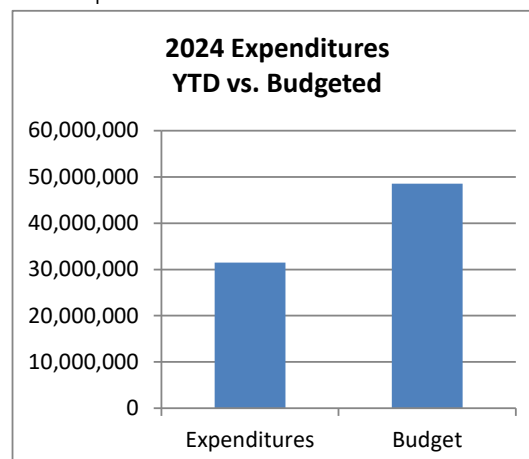
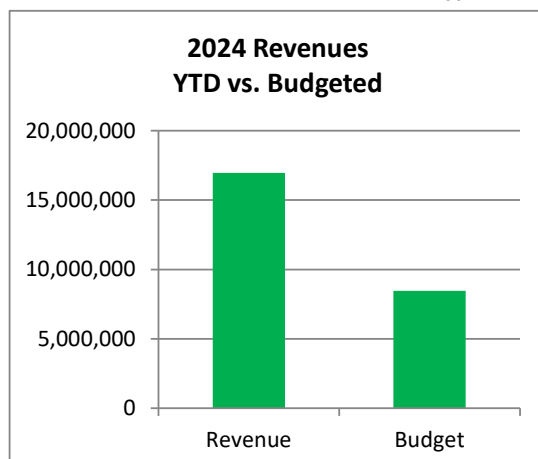
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending December 31, 2024
Unaudited

Item #3.

	2024 Actuals December	2024 Adopted Budget	% Complete
Sewer Fund			
Beginning Cash Balance*	66,814,600	66,814,600	
<u>Revenues:</u>			
Charges for Services	4,287,463	3,795,000	113.0%
Total Operating Revenues	4,287,463	3,795,000	113.0%
<u>Expenses:</u>			
Administration	259,588	292,100	88.9%
Operations	2,199,744	2,626,440	83.8%
Capital Outlay	24,962,850	41,722,500	59.8%
Depreciation	1,316,029	1,125,300	116.9%
Debt Service	2,767,650	2,767,650	100.0%
	-	-	
Total Operating Expenses	31,505,860	48,533,990	64.9%
Operating Income (Loss)	(27,218,398)	(44,738,990)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	9,460,141	4,138,775	228.6%
Misc. Revenues	12,231	25,000	48.9%
Interest	3,206,124	500,000	641.2%
Transfers In/(Out)	-	-	
Total Non-Operating Revenues (Expenses)	12,678,496	4,663,775	271.9%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(14,539,902)	(40,075,215)	
Ending Cash Balance*	52,274,698	26,739,385	

* - Unaudited

100% of the fiscal year has elapsed



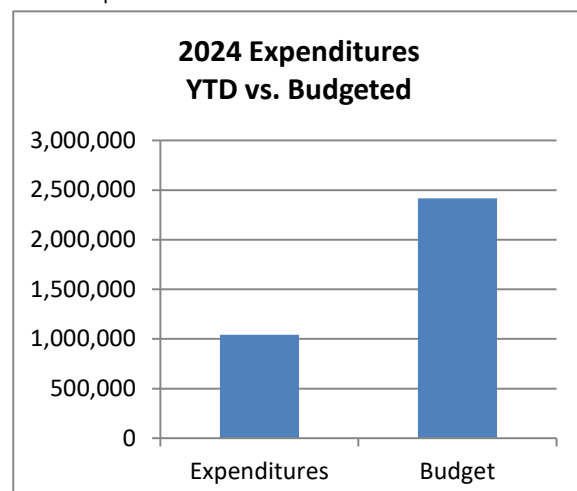
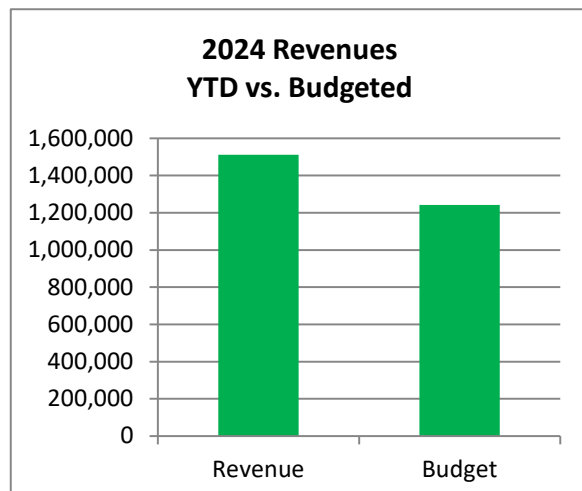
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending December 31, 2024
Unaudited

Item #3.

Drainage Fund	2024 Actuals December	2024 Adopted Budget	% Complete
Beginning Cash Balance*	4,384,176	4,384,176	
<u>Revenues:</u>			
Charges for Services	578,337	525,000	110.2%
Total Operating Revenues	578,337	525,000	110.2%
<u>Expenses:</u>			
Administration	151,018	164,390	91.9%
Operations	258,215	1,213,100	21.3%
Capital Improvements	634,135	1,038,400	61.1%
Transfer Out	-	-	
Total Operating Expenses	1,043,368	2,415,890	43.2%
Operating Income (Loss)	(465,031)	(1,890,890)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	654,333	220,000	297.4%
Misc. Revenues	164,207	457,560	35.9%
Interest	114,370	40,000	285.9%
Total Non-Operating Revenues (Expenses)	932,910	717,560	130.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	467,879	(1,173,330)	
Ending Cash Balance*	4,852,055	3,210,846	

* - Unaudited

100% of the fiscal year has elapsed



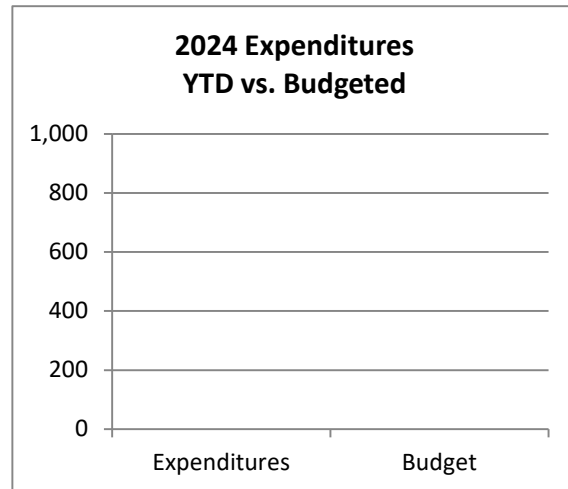
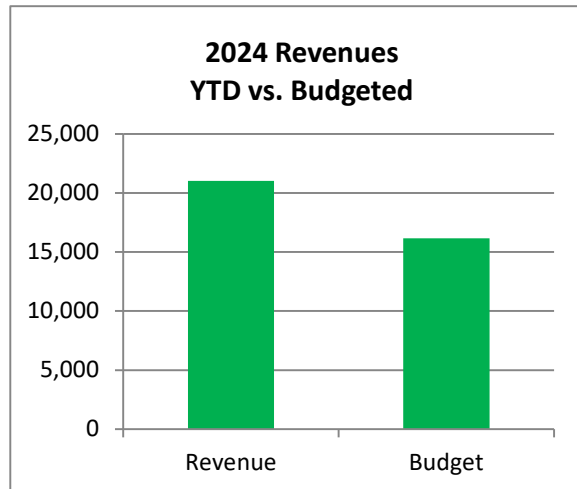
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending December 31, 2024
Unaudited

Item #3.

Cemetery Perpetual Fund	2024 Actuals December	2024 Adopted Budget	% Complete
Beginning Fund Balance*	186,210	186,210	
<u>Revenues:</u>			
Miscellaneous Revenue	14,333	12,560	114.1%
Earnings on Investment	6,688	3,600	185.8%
Total Operating Revenues	21,021	16,160	130.1%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	21,021	16,160	
Ending Fund Balance*	207,231	202,370	

* - Unaudited

100% of the fiscal year has elapsed



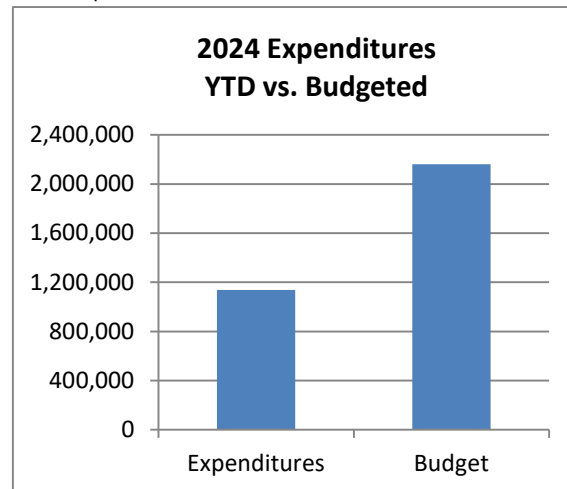
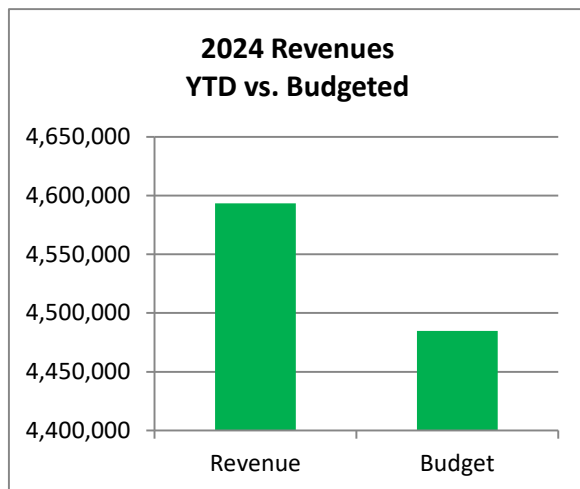
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending December 31, 2024
Unaudited

Item #3.

Library Fund	2024 Actuals December	2024 Adopted Budget	% Complete
Beginning Fund Balance*	10,610,421	10,610,421	
<u>Revenues:</u>			
Intergovernmental	1,282,323	1,292,842	99.2%
Miscellaneous Revenue	4,178	13,500	30.9%
Capital Investment Fees	918,921	373,950	245.7%
Interest	490,786	500,000	98.2%
<i>Transfers In</i>	<u>1,897,146</u>	<u>2,304,387</u>	82.3%
Total Operating Revenues	<u>4,593,354</u>	<u>4,484,679</u>	102.4%
<u>Expenditures:</u>			
Operations	1,138,603	2,161,500	52.7%
Capital Outlay	<u>-</u>	<u>-</u>	
Total Expenditures	<u>1,138,603</u>	<u>2,161,500</u>	52.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>3,454,751</u>	<u>2,323,179</u>	
Ending Fund Balance*	<u>14,065,172</u>	<u>12,933,600</u>	

* - Unaudited

100% of the fiscal year has elapsed



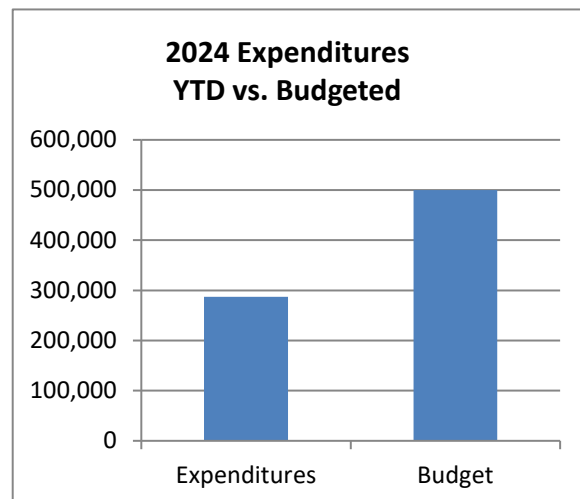
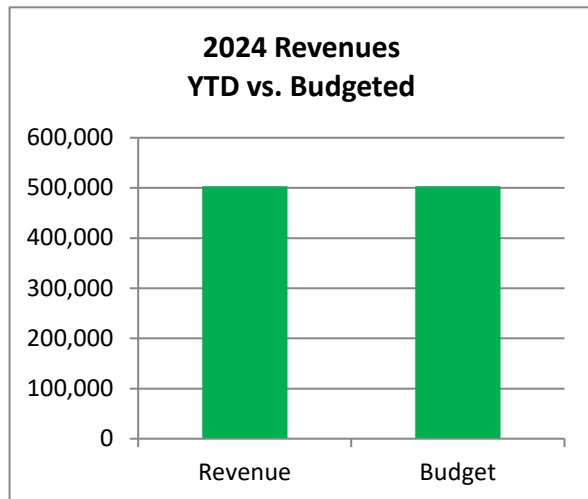
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending December 31, 2024
Unaudited

Item #3.

	2024 Actuals December	2024 Adopted Budget	% Complete
Recreation Center Fund			
Beginning Fund Balance*	23,587	23,587	
<u>Revenues:</u>			
State Grants	-	0	
Transfers In	503,000	503,000	100.0%
Earnings on Investment	-	-	
Total Operating Revenues	503,000	503,000	
<u>Expenditures:</u>			
Operations & Maintenance	287,220	500,000	57.4%
Capital Outlay	-	-	
Total Expenditures	287,220	500,000	57.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	215,780	3,000	
Ending Fund Balance*	239,367	26,587	

* - Unaudited

100% of the fiscal year has elapsed





450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

Item #4.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: January 22, 2025

SUBJECT: Third Amendment To Subdivision Development And Improvement Agreement For East Ledge Rock Center, Filing No. 3

ATTACHMENTS: 1. Third Amendment To Subdivision Development And Improvement Agreement For East Ledge Rock Center, Filing No. 3

PRESENTED BY: Jeremy Gleim, AICP, Planning & Development Director

AGENDA ITEM DESCRIPTION:

In January of 2023, the Town entered into a Subdivision Development and Improvement Agreement (Agreement) with Ledge Rock Center, LLC for Filing No. 3 of East Ledge Rock Center subdivision. That agreement contained standard conditions and requirements for development, along with special conditions unique to the project. Special conditions were included in an exhibit to said Agreement, labeled as Exhibit B-3.

In October of 2023, a First Amendment to the Agreement (First Amendment) was approved by the Town Council. The First Amendment included specific revisions to Exhibit B-3. In June of 2024, a Second Amendment was approved by the Town Council. The purpose of the Second Amendment was to make additional revisions to some of the special conditions listed in Exhibit B-3, specifically to remove the reference to the requirement that the Developer pay a fee associated with construction of the West Johnstown Water Tank, because such fee had been incorporated into the Johnstown Municipal Code and is required prior to issuance of building permits. In addition, a phasing plan was introduced to support the orderly and continued development of the project.

Similar to the previous amendments, the purpose of the proposed Third Amendment is to revise certain special conditions in Exhibit B-3. Some of the conditions have already been satisfied and are being removed. Staff is also proposing to remove certain limitations that were imposed on the project, which is currently preventing development of the north subdivision. This Third Amendment will help keep the project moving forward.

STRATEGIC PLAN ALIGNMENT:

- Quality Infrastructure & Facilities
 - *Establish and maintain levels of service*
 - *Ensure future viability of infrastructure and facilities*

The Community that Cares

LEGAL ADVICE:

The Town Attorney prepared the Amendment.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve this Third Amendment to the Subdivision Development and Improvement Agreement for East Ledge Rock Center, Filing No. 3.

Reviewed and Approved for Presentation,



Town Manager

**THIRD AMENDMENT TO
SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(East Ledge Rock Center, Filing No. 3)**

This Third Amendment to Subdivision Development and Improvement Agreement (“Third Amendment”), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipality (the “Town”), and **Ledge Rock Center, LLC**, a Kansas limited liability company (“Developer”). The Town and Developer may be referred to collectively as the “Parties.”

RECITALS

WHEREAS, on or about January 20, 2023, the Parties entered into that certain Subdivision Development and Improvement Agreement for Town of Johnstown (East Ledge Rock Center, Filing No. 3), recorded at Reception Number 4883358 in the Office of the Weld County Clerk and Recorder, concerning, among other matters, construction of Subdivision Improvements in the Development (“Agreement”); and

WHEREAS, the Agreement contains **Exhibit B-3**, attached thereto and incorporated therein by reference, providing additional terms, conditions and provisions related to the Development; and

WHEREAS, on or about October 9, 2023, the Parties entered into that certain First Amendment to Subdivision Development and Improvement Agreement for Town of Johnstown (East Ledge Rock Center, Filing No. 3), modifying **Exhibit B-3** to the Agreement (“First Amendment”); and

WHEREAS, on or about June 4, 2024, the Parties entered into that certain Second Amendment to Subdivision Development and Improvement Agreement for Town of Johnstown (East Ledge Rock Center, Filing No. 3), modifying **Exhibit B-3** to the Agreement (“Second Amendment”);

WHEREAS, the Parties seek to clarify the requirement concerning approval of the plans for and construction of the roadway improvements associated with the Development, including but not limited to the intersection at State Highway 60 and Payton Drive; and

WHEREAS, the Parties thus desire to modify **Exhibit B-3**; and

WHEREAS, capitalized terms used herein not otherwise defined shall have the meaning set forth in the Agreement; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this Third Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Second Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference.
2. Exhibit B-3. **Exhibit B-3**, in the form attached to the Second Amendment, is hereby withdrawn and replaced in full with the form of **Exhibit B-3**, attached hereto and incorporated herein by reference.
3. Recording. This Third Amendment shall be recorded in the Office of the Weld County Clerk and Recorder.
4. Effect of Amendment. Except as expressly provided in this Third Amendment, the Agreement has not been amended, supplemented or altered in any way by this Third Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this Third Amendment, the provisions of this Third Amendment will govern and control.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Third Amendment, the Parties have set their hands below on this _____ day of _____, 2025.

LEDGE ROCK CENTER, LLC

By: _____
Name: Michel Schlup
Title: Managing Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2025, by Michel Schlup, as the managing member of Ledge Rock Center, LLC.

WITNESS my hand and official seal.

My commission expires:

Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Michael P. Duncan, Mayor

ATTEST:

By: _____
Meghan Martinez, Town Clerk

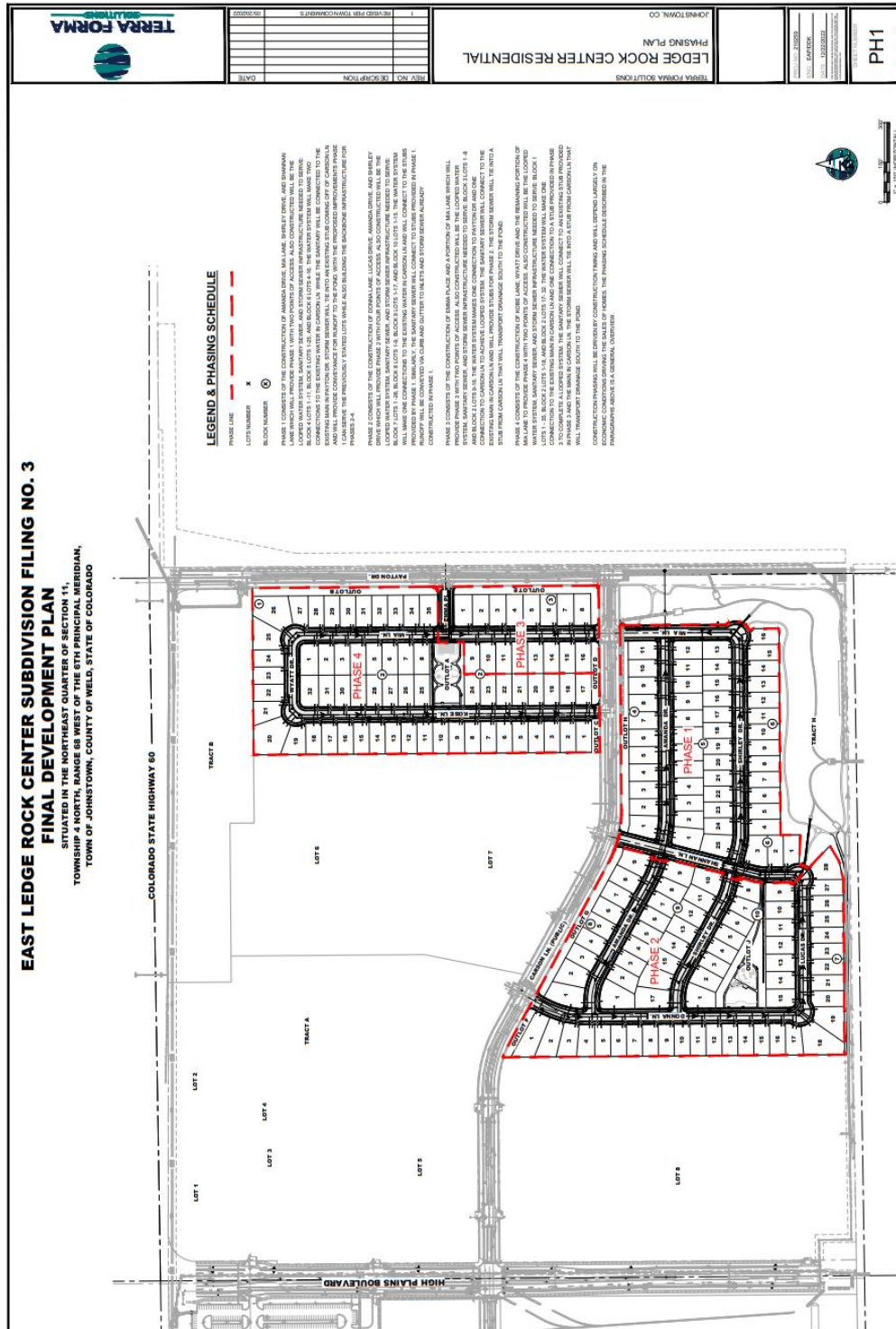
EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

- 1) Phasing of the Development: Developer shall construct the Development in phases as set forth on Exhibit 1 to this Exhibit B-3. The following terms and conditions apply to the phasing:
 - a) The Town shall not issue a Notice of Construction Acceptance for Phase 1 or 2 of the Development until the Town has issued a Notice of Construction Acceptance for the Public Improvements associated with Phase 1 of East Ledge Rock Center Subdivision Filing No. 2, the commercial portion of the Ledge Rock Center development.
 - b) Prior to issuance of any building permits for the Development, Developer shall provide a drainage memorandum to the Town, prepared by a licensed engineer, clearly demonstrating that the detention ponds will not negatively impact any residential lots prior to installation of the final detention outfall piping. No building permits shall be issued for the Development until the Town has reviewed and approved the drainage memorandum.
- 2) Roadway Infrastructure: In addition to the other requirements for the issuance of building permits that are set forth in the Agreement, the Johnstown Municipal Code and otherwise required by the Town, the Town shall not issue building permits for the single-family homes in the Development until Developer submits plans for roadway infrastructure to serve the Development, including, but not limited to, plans for the construction of the intersection at State Highway 60 and Payton Drive (“Roadway Infrastructure”), and such plans are approved in writing by the Town, the Front Range Fire Rescue Fire Protection District and, to the extent of its jurisdiction, the Colorado Department of Transportation (“CDOT”).
 - a) Prior to the issuance of building permits for any lot in Phases 3 or 4, as depicted in Exhibit 1 to this Exhibit B-3, the Public Improvements for Phases 3 and 4, including but not limited to the roadway improvements for the Development, excepting the intersection of State Highway 60 and Payton Drive, shall be complete and Notice of Construction Acceptance shall have been issued for those Public Improvements.
 - b) Vehicular movement on and along State Highway 60 as well as at the intersections of State Highway 60 and High Plains Boulevard and State Highway 60 and Payton Drive are critically important to the public health, safety and welfare. The two intersections shall continue to be maintained in a manner that supports the safe and efficient movement of vehicles on and along State Highway 60 and to and from the adjacent Ledge Rock commercial and residential development, including but not limited to the Development.
 - c) Within thirty (30) days of approval by CDOT of the Roadway Infrastructure referenced above, Developer shall execute a purchase order from a competent vendor for the requisite signal poles for the construction of the intersection of Payton Drive and State Highway 60 and, upon delivery, promptly install such poles.

- d) For the avoidance of doubt, the obligations set forth in this Paragraph 2 bind and obligate Developer, as defined in the Agreement, and bind and obligate, and shall continue to bind and obligate, Ledge Rock Center, LLC, a Kansas limited liability company (“Ledge Rock”), its successors, assigns and transferees, regardless of whether Ledge Rock sells the Property or any portion of the Property.

**EXHIBIT 1 TO
EXHIBIT B-3
PHASING PLANS**





450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

Item #5.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: January 22, 2025

SUBJECT: Resolution 2025-04: Authorized Signatures for Bank Accounts

ATTACHMENTS: 1. Resolution 2024-04

PRESENTED BY: Mitzi McCoy, Deputy Town Manager

AGENDA ITEM DESCRIPTION:

As the officers for the Town have recently changed, signers for the Town's bank accounts should be updated. Those signers include the following: Mayor, Mayor Pro Tem, Town Manager, Deputy Town Manager, and Finance Director. We are requesting that all persons who hold the titles designated as signers be added to all Town bank accounts.

STRATEGIC PLAN ALIGNMENT:

Organizational Excellence & Public Trust

- Engage, inform and involve the community

LEGAL ADVICE:

The Town Attorney provided the resolution presented for consideration.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution 2025-04 as part of the Consent Agenda.

Reviewed and Approved for Presentation,

____ Town Manager

The Community that Cares

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2025-04**

**A RESOLUTION AUTHORIZING THE DEPOSIT OF TOWN FUNDS AT
BANKS DESIGNATED BY THE BANKING BOARD AS ELIGIBLE PUBLIC
DEPOSITORIES**

WHEREAS, the Town of Johnstown, Colorado (the “Town”) wishes to designate certain banks as depositories for Town Savings funds; and

WHEREAS, the Public Deposit Protection Act, C.R.S. 11-10.5-101. Et seq., provides that public funds may only be deposited at banks designated by the banking board as eligible public depositories; and

WHEREAS, from time to time, the Town may request a bank, by written order, telephone, telegraph, or computer communication device, to transfer funds to other financial institutions or to another account at the bank for the benefit of and in the name of the Town, and the bank must have standing instructions upon which to act pursuant to such requests for the transfer of funds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT: the funds of the Town of Johnstown be, and the same are hereby, authorized to be added to or paid into accounts in banks designated by the banking board as eligible public depositories pursuant to C.R.S. 11-10.5-101, et seq., the Public Deposit Protection Act, and that said institutions be and are hereby authorized to pay withdrawals until further written notice to it signed in the name of the Town as indicated below by any two persons whose names appear below. Said institutions are authorized to supply any endorsement for the undersigned on any check or other instrument tendered for such accounts and are hereby relieved of any liability in connection with collection of such items which are handled by them without negligence. Withdrawals may not be made on account of such items until collected, and any amount not collected may be charged back to the account including expense incurred, and any other outside expense incurred relative to the account, including expense incurred, and relative to the account may be charged to it.

BE IT FURTHER RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, that any two of the officers of the Town listed below are hereby authorized to deposit, withdraw, and transfer funds of the Town and to execute account agreements on behalf of the Town with the bank. Checks in the amount of less than Five Thousand (\$5,000.00) may be executed by one authorized signer without a second signature.

The authority conferred herein may be exercised by any two officers and shall continue in full force and effect until written notice of modification or revocation shall be received by the bank and the bank shall be protected in acting upon any form of notice which it in good faith believes to be genuine and what it proposes to be. Those persons designated are as follows:

<u>Title</u>	<u>Name</u>
Mayor	Michael P. Duncan
Mayor Pro Tem	Chad W. Young
Town Manager	Matthew LeCerf
Deputy Town Manager	Mitzi McCoy

Resolution 2023-27 is hereby repealed.

PASSED, SIGNED, APPROVED, AND ADOPTED this ____ day of _____, 2025.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 22, 2025

SUBJECT: Contract Modification Order – BHA Design, Inc. West Parish Alley Project

ACTION PROPOSED: Consider Change Order #02 & #03 by BHA Design, Inc.

ATTACHMENTS:

1. Add Request #02
2. Add Request #03

PRESENTED BY: Brandon Torrez, Senior Project Manager

AGENDA ITEM DESCRIPTION:

On November 6, 2023, the Town Council approved a proposal from BHA Design, Inc. (BHA) for the design of improvements to the alleyway west of Parish Avenue. The contract with BHA includes conceptual design, design development, construction documents, meetings and project management, and bidding assistance. The original project design cost was \$312,585.

During the performance of this contract, it was determined that additional work could significantly contribute to the success of the project. This additional work includes the coordination of utility undergrounding, preparation of easement documents, sanitary sewer construction documents, private electric construction documents, and enhanced project coordination. To date, three (3) change orders have been submitted, with the first change order being approved administratively. Inclusive of all three (3) change orders, the total design project cost is proposed at \$444,625 to cover labor and expenses associated with the expanded project scope. The two change orders presented for your review and consideration to ensure success of this project total \$68,470. If approved, the required funding will be allocated from the \$2.0 million designated for this project within the adopted 2025 Budget. While a budget amendment for the project is not required at this time, one may be required when the full reconstruction and aesthetic improvements of the alleyway are awarded; tentatively in late 2025.

It is important to note that additional change orders may be necessary during design, construction, development of a second concept of the alleyway improvements, and relocation

phases of the project. These could address needs such as supplemental construction services, property acquisition, or unforeseen construction expenses that may arise as the project progresses toward completion. To facilitate and expedite this process, Staff is requesting discretion and approval of future change orders by the Town Manager up to a limit of \$485,000 for the design scope. This represents roughly a 9% increase over the current project cost, inclusive of the three (3) change orders.

STRATEGIC PLAN ALIGNMENT:

- Healthy & Resilient Economy
 - *Invest in the development of a vibrant and interconnected downtown*
 - *Drive projects and initiatives that promote Johnstown as a premier destination for business*
- Natural & Built Environment
 - *Expect and encourage community centered design*
- Quality Infrastructure & Facilities
 - *Ensure future viability of infrastructure and facilities*
 - *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

N/A

FINANCIAL ADVICE:

These two change orders would amend the contract amount with BHA to an approved total of \$444,625.

RECOMMENDED ACTION: Staff supports the approval of the two change orders and providing for Town Manager discretion to approve project design costs totaling up to \$485,000.

SUGGESTED MOTIONS:

For Approval: I move to approve the two change orders from BHA Design, Inc. totaling \$68,470, and authorize the Town Manager to approve future change orders provided the total alleyway design cost does not exceed \$485,000.

For Denial: I move to deny the two change orders as presented by BHA Design, Inc.

Reviewed and Approved for Presentation,



The Community that Cares

Town Manager

BHA Design Incorporated
111 S Meldrum Street, Suite 110
Fort Collins, CO 80521

January 3, 2025



Town of Johnstown
Matt LeCerf, Town Administrator
450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534

Downtown Alley Improvements – Add Request #2

Dear Matt,

We would like to amend the Johnstown Alley Enhancements agreement, dated November 6, 2023, to incorporate additional services requested by the Town. Additional services include:

Wilson & CO – Additional Services

1. Easement documents (description and exhibit)
 - a. Add Service #1 was scoped for 13 descriptions and exhibits
 - b. Add Service #2 contains time for 7 additional descriptions and exhibits for a total of 20
2. Sanitary Sewer Standalone Construction Documents
 - a. Wilson & Company will develop construction documents for the proposed sanitary sewer realignment in the alley
 - i. Cover sheet and general notes
 - ii. Removal plan
 - iii. Sanitary sewer plan and profile w/ existing utility information provided by Ayres Associates
 - iv. Erosion and sedimentation control plan
 - v. Details
 - b. Wilson & Company provide a 100% design opinion of probable construction cost.
 - c. It is assumed that the Town will televise the existing sanitary sewer and locate all connections / taps so that they can rebuilt with the proposed sanitary sewer. This information will be provided to the design team with stationing, or distances from existing manholes, for tap locations. The proposed tap locations will be included in the final design plans.
 - d. It is assumed that the review and approval of the sanitary sewer plans will be through Brandon Torrez and not through the Town of Johnstown development review process.

BHA Design Incorporated
111 S Meldrum Street, Suite 110
Fort Collins, CO 80521



3. Design Phase Project Management, Meetings, Coordination, and QC – the original scope and Add Request 1 did not contemplate the project's duration lasting through the Spring of 2025. Additional fees are requested because of the extended duration.

Fee Summary

Add Request #2

Wilson & CO – Easement Docs and Sanitary Design	\$28,730 (see attached breakdown)
BHA Design	\$ 0
PEC	\$ 0
Aqua	\$ 0

Add Request #2 Total Fee **\$28,730 (labor and expenses)**

Add Request #1 \$63,570 (labor and expenses)

Original Contract Amount (Labor and Expenses) \$312,585 (including optional services)

Amended Contract Total **\$404,885**

Price for additional easement documents (description/exhibit) - \$700 each (by Wilson & CO)

Scope Exclusions:

The following services are not included in the scope of work:

- Upgrades to private sanitary sewer lines outside of alley ROW.
- Bidding and contract administration services for sanitary sewer replacement
- Opinions of Probable Construction Cost for private improvements.
- Structural engineering services.
- Appraisals for private property ground lease agreements.

This agreement is an amendment to the Town's original agreement with BHA Design, and the terms and conditions of the original agreement apply to this agreement.

Please call with any questions.

Sincerely,
BHA Design, Inc.

Roger B. Sherman
Vice President

AGREED TO BY:
Town of Johnstown ("Client")

Authorized Signature

Date

Attachments:

- Wilson & CO Sanitary Design and CA Fee Breakdown Spreadsheets

BHA Design Incorporated
111 S Meldrum Street, Suite 110
Fort Collins, CO 80521

January 3, 2025



Town of Johnstown
Matt LeCerf, Town Administrator
450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534

Downtown Alley Improvements – Add Request #3

Dear Matt,

We would like to amend the Johnstown Alley Enhancements agreement, dated November 6, 2023, to incorporate additional services requested by the Town. Additional services include:

BHA Design – Additional Services (Already Performed)

Private Underground Electrical Services Construction Documents

1. Preparation and revisions of the following:
 - a. Trench and Conduit Plan
 - b. Trench Detail
 - c. Project Manual – Town Boiler Plate Revisions
 - d. Preparation of Bid Schedule
 - e. Preparation Bid Item Descriptions
 - f. Progress Submittals to Town
 - g. Document Revisions
2. Additional outreach and meetings with Property Owners to coordinate new transformer and pedestal locations
3. Coordination and verification of Xcel easement locations and sizes.
4. AutoCAD drafting of Xcel easements and revisions based on feedback from Xcel and Town
5. Numerous coordination meetings with Xcel Electric, Xcel Gas, Lumen, and TDS
6. Extended project schedule has resulted in many additional coordination meetings with Town and design team
7. Preparation of meeting agendas and meeting notes related to the additional meetings

BHA Design – Additional Services (Not Yet Performed)

Project Coordination

1. Additional coordination with Lumen, TDS, and Comcast – up to 4 hours

Bidding Assistance for Private Underground Electrical Services, including:

1. Assist Town in preparing Addendum(s) during bid process – up to 4 hours

BHA Design Incorporated
111 S Meldrum Street, Suite 110
Fort Collins, CO 80521



Fee Summary

Add Request #2

BHA Design – Private Elec Bid Documents & Coord	\$38,260 (already performed)
BHA Design – Project Coordination	\$740
BHA Design – Private Elec Bidding Assistance	\$740
Wilson & CO	\$ 0
PEC	\$ 0
Aqua	\$ 0

Add Request #3 Total Fee	\$39,740 (labor and expenses)
Add Request #2	\$28,730 (labor and expenses)
Add Request #1	\$63,570 (labor and expenses)
<u>Original Contract Amount (Labor and Expenses)</u>	<u>\$312,585 (including optional services)</u>
Amended Contract Total	\$444,625

Scope Exclusions:

The following services are NOT included in the scope of work:

- Services related to required permits
- Services during construction (RFI responses, material submittal review, meetings, site visits, walkthroughs, punch lists, etc.)
- Electric inspections
- Electric material submittal reviews

This agreement is an amendment to the Town's original agreement with BHA Design, and the terms and conditions of the original agreement apply to this agreement.

Please call with any questions.

Sincerely,
BHA Design, Inc.

Roger B. Sherman
Vice President

AGREED TO BY:
Town of Johnstown ("Client")

Authorized Signature

Date



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: January 22, 2025

SUBJECT: Contract Award to Morton Electric, Inc. Approving West Parish Alley Private Electric Project

ACTION PROPOSED: Consider awarding the contract to Morton Electric, Inc.

ATTACHMENTS:

1. Construction Contract
2. Project Location Map
3. West Parish Alley Electrical Project Manual
4. Addendum #1
5. Addendum #2
6. Addendum #3
7. Bid Results

PRESENTED BY: Brandon Torrez, Senior Project Manager

AGENDA ITEM DESCRIPTION:

The gas service lines in downtown Johnstown, currently managed by Xcel Energy, run along Parish Avenue. In 2023, Xcel reached out to the Town to propose replacing these lines to ensure compliance with updated regulations. To minimize disruption, especially for local businesses, the Town suggested relocating the gas lines to the alley west of Parish Avenue. This alternative avoids a six-week closure of Parish Avenue and provides several benefits, including reduced business interruptions and enhanced aesthetics by moving utility meters from the fronts to the backs of properties. Additionally, this relocation will enable the undergrounding of other existing aerial utilities to underground utilities to further improve aesthetics in the area.

In November 2023, the Town engaged BHA Design, Inc. for design and engineering services to support these service enhancements and aesthetic upgrades. With the electrical design phase now substantially complete, the Public Works Department (PWD) is seeking approval to commence Phase 1 of construction for the West Parish Alley Project. This initial phase focuses on relocating the electric utilities, beginning with Xcel Energy undergrounding their electric infrastructure in the alley. Once this work is completed, new surface-mounted transformers will be installed, followed by the installation of electric lines connecting the transformers to existing businesses.

To facilitate this phase, the Town issued a Request for Proposals (RFP) for the installation of electric lines from the transformers to the businesses. The Town received the following responses:

Bid Details:

Contractor	Total Bid Price
Morton Electric, Inc.	\$616,187.08
Conduct All Electric	\$783,954.09
Ward Electric Company, Inc.	No Bid

After evaluating the responses, the Town staff recommends awarding the contract to Morton Electric, the lowest bidder, whose proposal was comprehensive and met all requirements. Morton Electric has extensive experience with similar projects, provided positive references, and has a successful track record of working with the Town.

The Town plans to begin its portion of the project in August or September 2025, following Xcel's completion of undergrounding work. The Town's work is expected to conclude by the end of October 2025. To minimize disruptions, the Town has been working closely with business owners to secure easements and coordinate temporary outages, which are anticipated to last less than one working day per business. These conversations will continue to ensure minimal impact on stakeholders.

STRATEGIC PLAN ALIGNMENT:

- Healthy & Resilient Economy
 - *Invest in the development of a vibrant and interconnected downtown*
 - *Drive projects and initiatives that promote Johnstown as a premier destination for business*
- Natural & Built Environment
 - *Expect and encourage community centered design*
- Quality Infrastructure & Facilities
 - *Ensure future viability of infrastructure and facilities*
 - *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

The Town Attorney has reviewed and accepted the language in the Town's Professional Services Agreement to be utilized for contract execution.

FINANCIAL ADVICE:

The funding for the West Parish Alley Project is included in the 2025 Fiscal Year Budget at a total amount of \$2,000,000.00.

RECOMMENDED ACTION: Staff recommends awarding the contract for the West Parish Alley Private Electrical Project to Morton Electric, Inc. in the amount of \$616,187.08.

SUGGESTED MOTIONS:

For Approval: I move to approve the contract for the West Parish Alley Private Electric Project as presented with Morton Electric, Inc. in the amount of \$616,187.08, as well as provide access to a 10% contingency by authorization of the Town Manager to approve the use of these funds for unforeseen construction expenses encountered on the project not to exceed the budgeted amount, and authorize the Town Manager to execute the contract.

For Denial: I move to deny the contract with Morton Electric, Inc.

Reviewed and Approved for Presentation,



Town Manager

CONSTRUCTION CONTRACT

2025 TOWN OF JOHNSTOWN WEST PARISH ALLEY PRIVATE ELECTRIC PROJECT

THIS CONTRACT is made at the Town of Johnstown, Colorado, by and between the **Town of Johnstown, Colorado** (Town), a municipal corporation, and **Morton Electric, Inc.** (Contractor), a Colorado corporation, whose address is 1049 Meadow Lane Pueblo, Colorado 81006.

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK. The Contractor shall execute the entire Work described in the Contract.

CONTRACT DOCUMENTS. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS.

The Contract Documents, except for Modifications issued after execution of this Agreement, are:

- | | | | |
|-----|---|--------------------------|------------------|
| 1. | Change Orders; | | |
| 2. | Agreement for Construction Contract; | | |
| 3. | The following addenda, if any: | | |
| | #01 | December 02, 2024 | Pages 1 |
| | #02 | December 11, 2024 | Pages 1-3 |
| | #03 | January 03, 2025 | Pages 1 |
| 4. | Special Conditions | | |
| 5. | Town of Johnstown Construction Contract General Conditions; | | |
| 6. | Technical Specifications | | |
| 7. | The following Drawings: | | |
| | 2337_Trench and Conduit Plan | November 25, 2024 | |
| | Trench Detail | November 25, 2024 | |
| | Private Elec Bid Form | November 14, 2024 | |
| 8. | Notice to Proceed | | |
| 9. | Notice of Award | | |
| 10. | Invitation to Bid | | |
| 11. | Bid Bond | | |
| 12. | Proposal | | |
| 13. | Information and Instructions to Bidders | | |
| 14. | Performance Bond and Payment Bond | | |
| 15. | Insurance Certificates | | |
| 16. | Work Schedule. | | |

CONTRACT PRICE. The Town shall pay the Contractor on a per unit price basis for the total quantity of Work performed and the completion of the Project according to the Contract, subject to change orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay the Contractor, in accordance with the unit prices of the Bid Schedule, a total amount not to exceed **\$616,187.08 DOLLARS (Contract Price)**, to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Town has appropriated sufficient funds for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within 10 calendar days from and including the date of Notice to Proceed, and must complete the work within 90 consecutive calendar days thereafter.

LIQUIDATED DAMAGES. If the Contractor fails to substantially complete the Work by the date set for substantial completion in the Contract, or if the completion date is extended by a change order, by the date set in the change order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$1400.00 for each calendar day that the Work shall remain uncompleted from monies due or that may become due to the Contractor. This sum is not a penalty but is the cost of field and office engineering, inspecting, interest on financing and liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of it that are not completed on time, and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of the Town of Johnstown incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

SERVICE OF NOTICES. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF JOHNSTOWN
ATTN: Matt LeCerf
notices@johnstownco.gov
450 S. Parish Ave
JOHNSTOWN, CO 80534

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Johnstown as to limits, form and amount.

RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; the Contractor's failure to comply with the provisions of the Contract; the Contractor's neglect of materials while constructing the Work; because of any act or omission, neglect or misconduct of the Contractor; because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, materials or process involved are specifically required by Contract; from any claims or amount arising or recovered under the "Workers' Compensation Act," by reason of the Contractor's failure to comply with the act; pollution or environmental liability; or any failure of the Contractor to comply with any other law, ordinance, order or decree. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose, for the Town's use. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor and the Town are adequately protected by public liability and property damage insurance.

The Contractor also agrees to pay the Town all expenses incurred to enforce this "Responsibility for Damage Claim" agreement and if the Contractor's insurer fails to provide or pay for the defense of the Town of Johnstown, its officers and employees, as additional insureds, the Contractor agrees to pay for the cost of that defense.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

STATUS OF CONTRACTOR. The Contractor is performing all work under the Contract as an independent contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor nor will the Contractor exercise supervision over any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are obligated to pay federal and state income tax on money earned pursuant to the Contract.** This is not an exclusive contract.

THIRD PARTY BENEFICIARIES. None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person except the Town or the Contractor receiving services or benefits under the Contract shall be only an incidental beneficiary.

INTEGRATION. The Contract is an integration of the entire understanding of the parties with respect to the matters set forth in it.

DEFINITIONS. The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

EXECUTED this _____ day of _____ 2024.

TOWN OF JOHNSTOWN

By: _____
Town Manager

Attest:

Meghan Martinez, Town Clerk

CONTRACTOR

By: _____

Title: _____

NOTARY BLOCK

State of _____)
) ss:

County of _____)

The foregoing instrument was acknowledged before me by _____

(Name of party signing)

as _____ of _____

(Title of party signing)

(Name of corporation)

a _____ corporation, on behalf of the corporation, this (State of incorporation)

_____ day of _____, 2024.

Witness my hand and official Seal.

My Commission expires _____

Notary Public _____

CHARLOTTE STREET

LOTS TO BE SERVED BY OVERHEAD

118 CHARLOTTE STREET

116 CHARLOTTE STREET

114 CHARLOTTE STREET

112 CHARLOTTE STREET

5 S RUTHERFORD STREET

7 S RUTHERFORD STREET

EASEMENT FOR NEW XCEL PRIMARY
EXTENDING TO POWER POLE
XCEL WILL REPAIR OR REPLACE
EXISTING LEANING POWER POLE

11 S RUTHERFORD STREET

17 S RUTHERFORD STREET

21 S RUTHERFORD STREET

WALL / SURFACE MOUNTED CONDUIT
FROM MAIN DISCONNECT TO PANEL

113 W S 1ST STREET

123 W S 1ST
STREET

2 S PARISH AVE

6 S PARISH AVE

WALL / SURFACE
MOUNTED CONDUIT
FROM MAIN DISCONNECT
TO PANEL

8 S PARISH AVE

8-1/2 S PARISH AVE

10 S PARISH AVE

12 S PARISH AVE

14 S PARISH AVE

16 S PARISH AVE

18 S PARISH AVE

20 S PARISH AVE

22 S PARISH AVE

(2) 4" CONDUITS

28 S PARISH AVE

(2) 4" CONDUITS

111 W S 1ST STREET

S RUTHERFORD AVE

N PARISH AVE

S 1ST STREET



JOHNSTOWN ALLEY - UNDERGROUND
PRIVATE ELECTRICAL SERVICES PROJECT
PROPOSED TRENCHING AND CONDUIT PLAN

- PROPOSED TRENCH
- EXISTING METER(S) / PANEL(S)
- XCEL EASEMENT

- 2.5" CONDUIT
- 4" CONDUIT
- WALL MOUNTED CONDUITS

- PROPOSED SINGLE-PHASE TRANSFORMER
- PROPOSED THREE-PHASE TRANSFORMER
- PROPOSED PEDESTAL



PROJECT MANUAL

TITLE:

Johnstown Alley

Underground Private Electric Services Project

ISSUED ON: 12/02/2024

BIDS DUE: 01/10/2025 2pm MST

MANDATORY PRE-BID MEETING: 12/11/2024 2pm MST

TENTATIVE AWARD DATE: 02/04/2025

Address

450 South Parish Ave
Johnstown, CO 80534

Contact

Name: Brandon Torrez
Title: Senior Project Manager
Phone No.: 720-327-1484
Email: btorrez@johnstownco.gov

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ADVERTISEMENT FOR BID

JOHNSTOWN ALLEY UNDERGROUND PRIVATE ELECTRIC SERVICES PROJECT

MANDATORY Pre-Bid Meeting will be held in person at:

TOWN HALL
450 S. PARISH AVENUE
JOHNSTOWN, COLORADO 80534

The meeting is scheduled for Wednesday December 11, 2024, at 09:00 am. Bidder attendance at pre-bid meeting is mandatory.

The Town will only accept electronic bid submission and will not accept bids submitted via mail, in-person, fax, email, or other means. Bids are to be submitted within RMEPS on bidnetdirect.com.

BIDS MUST BE RECEIVED no later than:

Friday January 10, 2025, at or before 2:00pm Mountain Time.

Bids must be received prior to the above stated time and date. Bids received after this date and time will not be considered for award and will be unopened.

SCOPE: Work to be performed under this Contract includes construction of undergrounding private electrical services. Project construction includes but is not limited to:

1. Removal of Asphalt & Concrete Pavement
2. Erosion Control
3. Aggregate Base Course
4. HMA Patching
5. Underground Conduit Installation (Complete in Place)
6. Wall Mount Conduit Installation (Complete in Place)
7. Installation of conduit and wiring from business main disconnects to Xcel Energy equipment supply
8. Installation of surface conduits, boxes, gutters, panels, wire, main disconnects, Xcel meter housing, all necessary items to reconnect service to new Xcel Energy equipment.
9. Removal of existing electrical equipment for both residential and commercial locations upon new service connection
10. Traffic control
11. Coordination with private property owners for access and service interruptions
12. NEC and Xcel required grounding and bonding as required for new services

This project must be substantially complete on or before August 1, 2025. All bids shall specify the anticipated starting and completion dates.

BID CONDITIONS: The Town of Johnstown is seeking qualified Contractors with applicable experience comparable to the Scope of Work, as described above. Bidders must provide a Bid Proposal stating how they meet or exceed the following minimum qualification criteria in order to be considered for award. Any Bidder that fails to comply with the following requirements will be considered non-responsive.

1. The Contractor shall demonstrate successful completion of at least two (2) qualifying projects of similar scope within the last 5 years.
2. The Contractor's project manager and on-site representative who will be directly responsible for managing the project shall each have demonstrated successful completion of responsibilities on at least two (2) qualifying projects of similar scope and complexity in the last ten (5) years.

Town of Johnstown
450 South Parish Ave, Johnstown, CO 80534 | johnstownco.gov | 970-587-4664

3. Contractor must demonstrate current capacity in workload to perform the work efficiently and effectively in a timely manner.
4. Qualifying projects must have been performed for federal, state, or local government agencies. Projects performed for developers or private entities will not be considered qualifying projects.
5. Qualifying projects must be valued at a minimum of \$500,000.00.
6. Qualifying projects must have been performed principally by the Contractors' own forces. Work performed principally by other contractors or subcontractors will not be considered qualifying.

AWARD: The Town intends to award the Johnstown Alley Underground Private Electric Services Project to one Contractor. Award shall be made to the lowest and/or best bidder as determined by the Town in its sole discretion. Bidders may be disqualified for past failure to follow proper change order processes or failure to complete projects in a timely and/or professional work like manner. The Town of Johnstown reserves the right to cancel this Advertisement to Bid; reject any and all Bids, in whole or in part; to adjust the quantity of Work to be done as mandated by budgetary requirements; and to waive informalities or irregularities in the Bids received; when it is in the Town's best interest to do so.

BID SCHEDULE: An electronic copy of the Bid Schedule is provided with the Advertisement for Bid. The Contractor is required to input unit prices and total cost for all bid items into the Bid Schedule. Contractors are required to return one hard copy of the Bid Schedule with the Bid Package.

Schedule of Events (subject to change)	All Times are given in Mountain Time
RFP Issued	December 02, 2024
Pre-bid Meeting (Mandatory)	December 11, 2024 2:00PM
Deadline for Questions	December 18, 2024 10:00AM
Final Addendum Issued	January 03, 2025 2:00PM
Bid Due Date	January 10, 2025 2:00PM
NTP (tentative)	April 28, 2025
Substantial Completion (Xcel Ready to Tie In)	August 01, 2025
Final Completion including Punchlist	September 30, 2025

BID POSTING: All official communication from the Town to Bidders will be via postings on an electronic solicitation notification system, RMEPS on bidnetdirect.com. The Town will post notices that will include, any modifications to administrative or performance requirements, answers to questions received, clarifications to requirements, and the announcement of award. It is incumbent upon Bidders to carefully and regularly monitor for any such postings. The Town of Johnstown does not guarantee accurate information obtained from sources other than RMEPS.

BID REQUIREMENTS: A Bid Bond in an amount equal to 5% of the total Bid amount is required at the time of the Bid Opening. The Guarantee must be a Bid Bond executed by the Bidder on the Town's Form. No Bid will be considered unless accompanied by the Bid Guarantee.

No Bidder may withdraw a Bid for a period of 60 days after the date fixed for opening the Bids

The successful Bidder shall provide the Town with a Certificate of Insurance naming the Town of Johnstown as an additional insured for all policies required in the General and Special Conditions, a Statement of Liability and Indemnity, and with proof of Workers' Compensation coverage.

If awarded the Bid, a Performance Bond and Payment Bond are required within ten (10) days of the date the written Notice of Award, each for the total amount of the Contract Price. Contractor must be able to bond for the full contract amount for this project.

INFORMATION AND INSTRUCTIONS TO BIDDERS

JOHNSTOWN ALLEY UNDERGROUND PRIVATE ELECTRIC SERVICES PROJECT

SECTION 1 - BID PROCESS SUBJECT TO PURCHASING CODE

- 1.1 Bidding shall be conducted subject to the Purchasing Policies section of the Town of Johnstown Comprehensive Financial Management Policies.
- 1.2 The Town of Johnstown Purchasing Policies establishes a preference for doing business with local companies.
- 1.3 Local bidders will be provided a five (5%) percent preference for contract sums ranging from \$0.00 to \$4999.00, a two (2%) percent preference for contract sums ranging from \$5,000.00 up to \$999,999.99, and within one (1%) percent on contract sums ranging from \$1,000,000.00 up to \$5,000,000.00.
- 1.4 Notwithstanding the foregoing, the local bidder must otherwise meet all qualifications and procurement policy requirements of the Town, including, but not limited to, the “best bid” requirements, in order to be awarded a bid under this section
- 1.5 Applicable definitions are as follows:
 “Local” is defined as a business operating within the corporate limits of the Town of Johnstown, with the majority of its primary business operations, including, but not necessarily limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within the town limits. “Local” shall not include the following:
 - Those businesses with only a local Johnstown post office box;
 - Those businesses with a sales presence in the Town, but no physical business location within the Town limits.

SECTION 2 - DATE OF RECEIVING BIDS

- 2.1 Bids called for by the Advertisement for Bid will be received as directed in the Advertisement to Bid.

SECTION 3 - BID FORMS

- 3.1 The Town shall publish on Rocky Mountain BidNet the Bid Documents which will state the location and description of the proposed Work and will show the estimate of the various quantities of work to be performed and materials to be furnished, the time in which the work must be completed, and the amount of the "Bid Guarantee" (which must accompany the Bid). The Bid Documents will also state any special provisions or requirements, which vary from or are not contained in the Specifications. All forms attached to the Bid Forms are a necessary part thereof and must not be detached. Bids must be in ink or printed. No Bid alterations or interlineations will be permitted, unless made before submission, and initialed and dated. If initialed, the Town may require the Bidder to identify the alteration so initialed.
- 3.2 Each Bid must contain the full name(s) and address of the Bidder(s), and any person signing any Bid as agent of another, or of a firm, must furnish legal evidence of authority to do so.
- 3.3 The Town will not consider more than one Bid from an individual, firm, partnership, or corporation under the same or different names. Evidence that any Bidder is interested in more than one Bid for the same work will be cause for rejection of all such Bids. Collusion between the Bidders will be considered sufficient cause for the rejection of all affected Bids. A party quoting prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a direct Bid on the Bidder's own behalf.

- 3.4 Discrepancies: In the event of a difference between extended price and unit price of the Proposal, the unit price governs.
- 3.5 Modifications: Modifications to Bids already submitted will be allowed if received prior to the time specified in the Advertisement to Bid. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised Bids. The modifications shall be in writing and shall be signed in the same manner and by the same person(s) who signed the Proposal.
- 3.6 Withdrawal of Proposal: A Bidder may withdraw a Bid at any time prior to the time Bids are to be opened, by written request of the Bidder. Any such request shall be signed in the same manner as, and by the same person(s) who signed the Bid Proposal.
- 3.7 Alternate Bids: Whenever Alternate Bids are called for specifying the use of several different classes of materials or types of improvements for the same work, all Bidders are requested to submit prices for use of each of the several classes of materials or types of improvements as specified. The material to be used or the type of improvement to be adopted will be selected by the Town after the Bids have been opened and read. Unless otherwise specifically provided in the Specifications for the improvement, Bids shall be made upon each and every item shown on the blank Bid Schedule.
- 3.8 Variation in Estimated Quantities: The Contractor must reasonably expect a variation in the estimated quantities from the actual quantities and no claims will be allowed for anticipated profits, for loss of profits or for damage of any sort because of a difference between the estimate of any item and the amount of the item actually required. The Town reserves the right to eliminate items from the Bid Schedule when the Town deems it in its best interest.

SECTION 4 - FAMILIARIZATION WITH THE WORK AND SITE CONDITIONS

- 4.1 Prospective Bidders shall familiarize themselves with the work, the site where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work. Bidders shall carefully correlate their observations with requirements of the Contract and otherwise satisfy themselves as to the expense and difficulties attending performance of the work. The submission of a Bid constitutes a representation of compliance by the Bidder. There will be no subsequent financial adjustment for lack of such familiarization.
- 4.2 Site Conditions: Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedures, the availability of lands, the character and quantity of surface and sub-surface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedures necessary for maintenance of uninterrupted operation of existing sewers and other utilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of Bids.

SECTION 5 - REQUESTS FOR EXPLANATION

- 5.1 Bidders should notify the Town of any discrepancies in or omissions from the Drawings or Specifications. Any Bidder may submit a written request for an explanation or correction of any part of the Contract, to the Project Manager a minimum of seven days prior to the Bid Opening. The person submitting the request shall be responsible for its prompt delivery.

SECTION 6 - ADDENDA

- 6.1 Any explanations or corrections shall be made as Addenda to the documents and shall be published on Rocky Mountain BidNet for all Bidders. Bidders shall acknowledge receipt of all Addenda in the

appropriate spaces provided in the Bid Form. Oral explanations and interpretations made prior to the Bid Opening will not be binding.

SECTION 7 - BID GUARANTEE

- 7.1 A Bid Guarantee in an amount equal to 5% of the total Bid amount is required at the time of the Bid Opening. The Guarantee must be a Bid Bond executed by the Bidder on the Town's form, or a cashier's check payable to the Town of Johnstown. No Bid will be considered unless accompanied by the Bid Guarantee.
- 7.2 When Alternate Bids are called for, providing for the use of several different classes of materials or types of improvements for the same work, one Bid Guarantee in the amount of five percent of the total amount of the highest Bid will be sufficient for all Bids.
- 7.3 The Bid Guarantee of the Bidder(s) to whom a contract award is made may be returned when the successful Bidder executes a contract and files Performance Bond and Payment Bond. The Bid Guarantee of the next lowest responsible Bidder may be retained for a period not to exceed 45 days and may be returned after the execution of the contract and bonds by the successful Bidder. The Bid Guarantee of all other Bidders may be returned after the contract is awarded.
- 7.4 If the Successful Bidder fails to enter into a contract according to the Bidder's accepted Bid or fails to furnish the required bonds within ten (10) days from Notice of Award, the Bid Guarantee shall be forfeited to the Town as liquidated damages.
- 7.5 The next best Bid shall then be considered the successful Bid and, at the discretion of the Town, the contract may be awarded to the Bidder submitting that Bid.

SECTION 8 - BONDS

- 8.1 Bonds shall be executed on the forms included in the Contract Documents (or a form acceptable to the Town) by a corporate bonding company licensed to do business in the State of Colorado and acceptable as Surety to the Town. The forms must be countersigned by the Colorado agent.
- 8.2 A "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond shall accompany the bond.
- 8.3 The Performance Bond and Payment Bond must remain in full force and effect during the entire period of the guarantee.
- 8.4 The successful Bidder shall give a Performance Bond equal to the amount of the Contract Price. The Performance Bond shall guarantee:
 - 8.4.A The faithful performance and completion of the work in strict accordance with the terms of the Contract, and each and every covenant, condition and part thereof, according to the true intent and meaning of the Contract Documents, as defined in the Contract and
 - 8.4.B The repair or replacement where required, or the cost thereof, for a period of two years after the issuance of the Certificate of Acceptance or until all warranty work is completed, whichever occurs last, of all work performed under the Contract. A separate Payment Bond equal to the amount of the Contract Price is required to ensure the payments of laborers, materialmen, suppliers, and subcontractors in connection with the work performed under the Contract and to satisfy the requirements of §38-26-105 and 38-26-106, C.R.S., as amended.
- 8.5 The Town reserves the right to waive bond requirements if the Total Bid amount does not exceed \$50,000, pursuant to §4.12.320, LMC. In the event the Performance or Payment Bonds are waived, cost of the bonds

shall be reflected as a deduction from the total Bid Price, when so indicated on the Bid Form. There will be a Unit Price deduction for the waiver indicated on the Bid Schedule, when necessary.

SECTION 9 - SUBMISSION OF BIDS

- 9.1 All copies of the Bid Forms, the Bid Guarantee and any other documents are required to be submitted within RMEPS on bidnetdirect.com. The Town will only accept electronic bid submission and will not accept bids submitted via mail, in-person, fax, email, or other means.
- 9.2 Timely delivery of Bids is the Bidder's responsibility.
- 9.3 Emailed, mailed, oral, telephone or fax Bids are invalid and will not receive consideration. On occasion, an exception to this procedure may be made. The Town may make an exception under extreme circumstances, at its sole discretion.

SECTION 10 - TAXES

- 10.1 Pursuant to § 39-26-114, C.R.S, the Town is exempt from paying sales or use taxes. Materials and equipment purchased solely for Town projects, that will become a permanent part of the final project, are tax exempt. Contractors and all subcontractors must obtain their own tax exempt number and certificate of exemption from the Colorado State Department of Revenue for each project. The contractor must furnish a copy of such certificate to the Town before purchasing any materials or beginning any construction work. The Town will furnish its tax exempt numbers for the Contractor to reference when applying for its own tax exempt number.

SECTION 11 - BID PRICING

- 11.1 Unit Price Bid Schedule: When the Town requests Unit Prices, the Bidder shall fully complete the schedule of unit prices included in the Bid Schedule.
- 11.2 When the Town includes an additional amount on the Bid Schedule for minor contract revisions and the Town has estimated bid quantities on the schedule, Bidders shall include that add amount in the total Bid price.
- 11.3 The total of all the unit prices bid multiplied by the estimated quantity of each item shall be the total Bid price. The Town will pay for the final measured, used, or delivered quantities at unit prices in the Bid.

SECTION 12 - BIDS

- 12.1 Opening of Bids: Bids will not be opened publicly. Bid results will be posted on Bidnet 24 business hours after opening.
- 12.2 Irregular Bids: Bids may be rejected if they show any omission, alteration of form, additions not called for, conditional Alternate Bids, or irregularities of any kind which, in the opinion of the Town, tend to make the Bid indefinite or ambiguous. The Town will reject Bid Proposals with prices which are obviously unbalanced as determined by the Town. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated. The Bidder shall furnish a complete statement of the Bidder's experience and of the amount of capital and equipment available for the proposed work in a Bid Proposal.
- 12.3 Collusion: Bids will be rejected if there is reason for believing that collusion exists among the Bidders. Participants in such collusion are subject to suspension and debarment pursuant to the Purchasing Code.
- 12.4 Qualification of Bidders: For certain projects, the Town may require potential bidders to submit information regarding the bidder's qualifications in a Bid Proposal. The requirement for such information will be

identified in the Advertisement to Bid. Any information requested by or on file with the Town may be used to qualify or disqualify potential bidders.

SECTION 13 - AWARD OF CONTRACTS

- 13.1 Any or all Bids may be rejected or informalities in bids may be waived at the option of the Town.
- 13.2 The award of the Contract is contingent upon securing an acceptable Bid which will fall within the amount of funds available for construction of the project, or the acquisition of contracted services.
- 13.3 For Bidders who are a Local Business as defined in 1.5 of this document are to certify themselves as such in a Bid Proposal. For purposes of award, bidders meeting these criteria will have a percentage deducted from the amount of their bid to determine the apparent low bidder. The award will be made at the dollar amount of the successful Bidder's bid.
- 13.4 Lowest Responsible Bidder: In determining Lowest Responsible Bidder, in addition to price, the factors listed in 13.4.A through 13.4.I herein will be considered. A bidder may be rejected if, in the judgment of the Town, the bidder does not comply with or meet the criteria defined in one or more of these factors.
 - 13.4.A The ability, capacity and skill of the Bidder to perform the Contract or provide the services required.
 - 13.4.B The ability of the Bidder to perform the Contract or provide the service promptly or within the time specified, without delay or interference.
 - 13.4.C The character, integrity, reputation, judgment, experience and efficiency of the Bidder, to be determined at the sole and absolute discretion of the Town.
 - 13.4.D The quality of performance on previous Town Contracts or services including site conditions, respecting private property surrounding the project, dust control and other performance issues. Failure on the part of any Bidder to carry out a previous contract satisfactorily shall be deemed sufficient cause for disqualification.
 - 13.4.E Sufficient cause for disqualification of the Bidder will exist if, in the Town's opinion, the Bidder does not have adequate experience, personnel or equipment to properly perform the Work under the Contract.
 - 13.4.F The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service.
 - 13.4.G The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
 - 13.4.H The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
 - 13.4.I Debarment or suspension.

SECTION 14 - ACCEPTANCY OF BIDS AND ITS EFFECT

- 14.1 The Town will act upon the Bids with reasonable promptness after the opening of the Bids. The acceptance of a Bid will be a written Notice of Award signed by the duly authorized representative of the Town. Prior to issuing Notice of Award, contracts or agreements that exceed \$100,000 must be approved by the Town Council unless part of an annual contract and appropriated in the budget. The acceptance of a Bid binds the successful Bidder to execute the required Agreement for Construction Contract and take all action necessary to fulfill the Contract.

SECTION 15 - TIME FOR EXECUTING CONTRACT & DAMAGES FOR FAILURE TO EXECUTE

- 15.1 Any Bidder whose Bid is accepted will be required to execute the Contract and furnish the Contractor's Bonds required under Section 6, Bid Guarantee, within ten (10) days after written notice that the Contract has been awarded to the Bidder. Failure to do so shall constitute a breach of the Contract affected by the acceptance of the Bid.
- 15.2 The damages to the Town for such breach will include loss from interference with the construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the Bid shall be retained by the Town as reasonable liquidated damages and not as a penalty for such breach.
- 15.3 The Town is authorized, the same as if the Bid Guarantee or Bid contained an expressed stipulation to that effect, to cause such work to be done, or complete the work in-house, or contract with some other Contractor to do so, and/or compute the difference between actual cost to the Town of such improvements and the sum which it would cost if defaulting Bidder complied with the Bid.

SECTION 16 - POST-BID INFORMATION

- 16.1 The Bidder shall, within ten (10) days of receiving the Notice of Award, submit the following information to the Town:
 - 16.1.A A designation of the work to be performed by the Bidder with the Bidder's own forces;
 - 16.1.B The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work;
 - 16.1.C A proposed schedule of construction and estimated monthly payments;
 - 16.1.D The Bidder will be required to establish to the satisfaction of the Town, the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work described in the Specifications pertaining to such proposed Subcontractor's respective trade;
 - 16.1.E Prior to the Award of Contract, the Town will notify the Bidder in writing if the Town, after due investigation, has reasonable objection to any person or organization on subcontractors list. If the Town, in its sole discretion, has a reasonable objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder shall submit an acceptable substitute Subcontractor, at no additional cost to the Town.
 - 16.1.F CDOT Forms 205, 605, 621 and 1415

SECTION 17 - EXAMINATION OF BIDS

- 17.1 All Bids submitted shall be made available for examination by interested parties within a reasonable time following the Bid Opening. All information in the Bid Documents will be available for public scrutiny, unless the Bidder specifically requests confidential treatment of some or all of its commercial data. Requests for confidentiality shall be in writing, and the portions of the commercial data for which confidentiality is requested shall be clearly identified.
- 17.2 Procurement information shall be a public record to the extent provided by Article 24.72, C.R.S., as amended, and shall be available to the public as provided in the statute.
- 17.3 The Final Bid Price and the means by which that price was determined are not commercial data and may not be included in any request for confidentiality.

SECTION 18 - REJECTION OF BIDS

- 18.1 Town reserves the right to cancel this Advertisement for Bid; reject any Bid, in whole or in part; to adjust the quantity of Work to be done as mandated by budgetary requirements; and to waive informalities or irregularities in the Bids received; when it is in the Town's best interest to do so.
- 18.2 The Town reserves the right to accept the Bid which in will best suit the Town's purpose.

SECTION 19 - RIGHT TO INSPECT

- 19.1 The Town may, at reasonable times, inspect the place of business or worksite of the Bidder or the subcontractors at any tier which is pertinent to the performance of the award of the Contract.

SECTION 20 - LAWS TO BE OBEYED

- 20.1 Bidders shall familiarize themselves with the provisions of the laws of the State of Colorado and the Federal Government, and with all local laws and all regulations made which are pertinent to the proposed work and shall comply with the same.

SECTION 21 - EQUAL OPPORTUNITY

- 21.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin, or other reason prohibited by applicable federal, state or local law, ordinance or regulation. The Contractor shall abide by all federal laws in effect during the Contract period which govern Equal Opportunity Employment.

SECTION 22 - LOCAL LABOR AND MATERIALS

- 22.1 Preference shall be given to employment of Colorado labor pursuant to §8-17-101 and 102, C.R.S., as amended.
- 22.2 Pursuant to statutory authority, preference shall be given to materials, supplies, and provisions produced, manufactured, or grown in Colorado, quality being equal to articles offered by competitor outside the state (§8-18-101 through 103, C.R.S., as amended).

SECTION 23 - TIME OF COMPLETION

- 23.1 TIME IS OF THE ESSENCE and the Bidder agrees to comply with all partial completion dates and to substantially complete the Project within the stated time beginning on the date of Notice to Proceed.

CONSTRUCTION CONTRACT GENERAL CONDITIONS

*Final Contract will be issued as an Addendum any exceptions to the Contract shall be submitted with Bid

JOHNSTOWN ALLEY UNDERGROUND PRIVATE ELECTRIC SERVICES PROJECT

SCOPE: Since the General Conditions are general, some conditions may not apply to a particular Project.

ARTICLE 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions: Whenever used in the Bidding Documents and Contract Documents, the following terms shall have the following meanings, applicable to both the singular and plural:

- 1.1.1 ADDENDA: Written changes to the Bidding Documents issued at least two days before the Opening of Bids which modify or interpret the Contract or changes the date set for the Opening of Bids.
- 1.1.2 ALTERNATE BID: An Alternate Bid is an amount stated in the Bid added to or deducted from the base amount of the Bid when the Town accepts a corresponding change in project scope, materials or method of construction described in the Contract.
- 1.1.3 BID: The proposal the Bidder submits on the prescribed Bid Forms stating the prices for the Work to be performed.
- 1.1.4 BID FORMS: Bid Form, Bid Bond, Bid Schedule, Bid Proposal including Qualifications, Subcontractors and Related Data and Non-Collusion Affidavit of Prime Bidder.
- 1.1.5 BIDDER: The person, partnership, or corporation submitting a Proposal for the performance of the Work covered by the Contract.
- 1.1.6 BIDDING DOCUMENTS: The Advertisement to Bid, Bid Forms, Information and Instructions to Bidders, General Conditions, Contract, Sample Forms, Special Conditions, Technical Specifications, Drawings, and Addenda (if any).
- 1.1.7 BONDS: Bid Bonds, Performance, and Payment Bonds or other instruments of security, furnished by the Contractor and its Surety according to the Contract.
- 1.1.8 CALENDAR DAYS: Includes all days in a month including weekends and holidays.
- 1.1.9 CHANGE ORDER: A written modification of the Contract, issued after award to the Contractor, authorizing an addition, deletion or revision in the Work within the general scope of the Contract or authorizing an adjustment in the Contract Price or Contract Time, mutually agreed upon between the Town and the Contractor.
- 1.1.10 COMPLETION DATE: The date the Contract specifies the Work is to be completed.
- 1.1.11 CONTRACT: The Construction Contract consisting of the Agreement for a Construction Contract and the incorporated Contract Documents.
- 1.1.12 CONTRACT COORDINATOR: The authorized representative of the Town designated to act for the Town in processing the Award of Contracts, maintaining centralized official Contract documentation, providing administrative liaison/coordination, legal liaison/coordination via Town Attorney, and processing of Contract Payment authorizations as approved by the Project Manager.
- 1.1.13 CONTRACT DOCUMENTS: All the documents expressly incorporated into the Contract by the Agreement for Construction Contract, including but not limited to Addenda, Bid Forms, Change Orders, Final Acceptance, Drawings, General Conditions, Information and Instruction to Bidders, Insurance Certificates, Advertisement for Bid, Notice of Award, Notice of Construction Acceptance,

Notice to Proceed, Notice of Substantial Completion, Performance and Payment Bonds, Special Conditions, Supplemental Drawings and Schedules, and Technical Specifications.

- 1.1.14 **CONTRACT PRICE:** The total monies payable to the Contractor under the terms and conditions of the Contract.
- 1.1.15 **CONTRACT TIME:** The number of days stated in the Contract for the completion of the Project.
- 1.1.16 **CONTRACTOR:** The person, company, firm or corporation contracting with the Town to construct, erect, alter, install or repair any work or construction project
- 1.1.17 **DRAWINGS:** The part of the Contract prepared or approved by the Project Manager showing the characteristics and scope of the Work to be performed.
- 1.1.18 **DATE OF CONTRACT:** The execution date in the Agreement for a Construction Contract.
- 1.1.19 **DAY:** A calendar day of twenty-four hours each.
- 1.1.20 **FIELD ORDER:** A written order directing a change in the Project issued by the Project Manager to the Contractor during construction.
- 1.1.21 **INSPECTOR:** The Town's authorized representative assigned to make detailed inspection of the Work performed by the Contractor.
- 1.1.22 **NOTICE OF AWARD:** The written notice of the acceptance of the Bid from the Town to the successful Bidder.
- 1.1.23 **NOTICE OF CONSTRUCTION ACCEPTANCE:** The written acknowledgment that construction is complete which starts the warranty period.
- 1.1.24 **NOTICE OF FINAL ACCEPTANCE:** The written acceptance of Work performed under the Contract, following satisfactory conclusion of the warranty period.
- 1.1.25 **NOTICE TO PROCEED:** The written notice by the Town to the Contractor authorizing it to proceed with the Work which establishes the Contract commencement and Contract Coordinators.
- 1.1.26 **NOTICE OF SUBSTANTIAL COMPLETION:** The written notice of the date, as certified by the Project Manager, when the Project or a specified part is sufficiently completed, according to the Contract, so the Project or specified part can be used for the intended purposes.
- 1.1.27 **OWNER:** The Town; see 1.1.36.
- 1.1.28 **PROJECT:** The undertaking to be performed as provided in the Contract.
- 1.1.29 **PROJECT MANAGER:** The authorized representative of the Town, known as the Project Manager, assigned to the Project to ensure that all Work is performed according to the terms and conditions of the Contract. Also see Article 10, "Project Manager's Responsibilities."
- 1.1.30 **SHOP DRAWINGS:** All Drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor which illustrate how specific portions of the Work will be fabricated or installed.
- 1.1.31 **SPECIAL CONDITIONS:** Additions to the General Conditions containing instructions and conditions peculiar to an individual Project.
- 1.1.32 **SPECIFICATIONS:** A part of the Contract Documents consisting of written technical description of materials, equipment, construction systems, standards, and workmanship.
- 1.1.33 **SUBCONTRACTOR:** Any person, company, firm or corporation, having a subcontract with the Contractor to furnish and perform on-site labor, with or without furnishing materials for the project.

- 1.1.34 SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.1.35 SURETY: The entity which is bound with and for the Contractor for the Performance and Payment Bonds.
- 1.1.36 TOWN: The Town of Johnstown, in the State of Colorado, acting by and through its Mayor, Town Council, Town Manager, or other authorized representative.
- 1.1.37 UNIT PRICE: An amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract.
- 1.1.38 WORK: The construction and services required by the Contract, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may be the whole or a part of the Project.
- 1.1.39 WORK DAYS: Includes all days in the month the Contractor is permitted to work; excludes weekends and holidays.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Notice to Proceed

- 2.1.1 Following the execution of the Contract by the Parties, the Project Manager will give the Contractor written Notice to Proceed with the Work. The Contractor shall begin and continue the Work regularly and without interruption (unless otherwise directed in writing by the Project Manager) with the force necessary to complete the Work within the time stated in the Contract

2.2 Contractor's Understanding

- 2.2.1 The Contractor agrees that, by careful examination, it is satisfied as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Project, the general and local conditions, and all other matters, which can in any way affect the Work under the Contract. No oral agreement with any officer, agent or employee of the Town either before or after the execution of the Contract shall affect or change any of the terms or obligations contained in the Contract.

2.3 Contractor's Warranty

- 2.3.1 The Contractor warrants that it has the knowledge, ability, experience, and expertise to perform the Work competently. The Contractor warrants the capacity of the Contractor's construction personnel, and its ability to complete the Project within the allotted time.

2.4 Contractor's License and Permits

- 2.4.1 The Contractor will obtain all licenses and permits required to do the Work. Whenever necessary, the Contractor will have a Contractor's License with the Town by the time of Notice of Award. It will have all permits required by the Town, as well as those required by County, State and Federal agencies. The Town will not charge for Town permits, although a charge may apply for Contractor's License or for use fees. Subcontractors shall also have a Town of Johnstown Contractor's License and the proper permits. The Town will not charge for the Subcontractor's permits.

2.4.2 Schedules, Reports, and Records

- 2.4.2 Before beginning construction, the Contractor shall submit to the Project Manager a Construction Progress Schedule, on a form approved by the Project Manager, showing all Work the Contractor and all Subcontractors will perform. The Project Manager may require the Contractor to substitute

- 2.4.3 The schedule shall be in enough detail for the Project Manager to readily determine the Work to be performed each day. When requested by the Project Manager, the Contractor shall update the schedule.
- 2.4.4 Before beginning construction, the Contractor shall give the Project Manager the dates it expects to submit Shop Drawings, manufacturers' details, catalog cuts or other required special detail Drawings and also the dates of beginning manufacture, testing, delivery and installation of special equipment and materials.

2.5 Contractor's Address

- 2.5.1 The address in the Bid Proposal is designated as the place to which all communications to the Contractor will be delivered or mailed. The delivery at the listed address, in person or by certified mail, of any notice, letter or other communication to the Contractor, is adequate service upon the Contractor, and the date of the service is the date of delivery.

2.6 Notification of Utility Owners

- 2.6.1 The Contractor shall cooperate with Utility Owners to mitigate damage whenever the Contractor's work affects their utilities.
- 2.6.2 The Contractor shall not excavate without first notifying the owners, operators or association of owners and operators having underground facilities in the area of such excavation. Notice may be given in person, by telephone or in writing. Notice to an association is notice to each member of the association.
- 2.6.3 Contractor shall give notice of the commencement, extent, and duration of the excavation work at least two business days before beginning Work.
- 2.6.4 If the Project affects fences, landscaping, mailboxes, driveways and other improvements, the Contractor shall notify the affected property owners or occupants IN WRITING at least two business days before beginning Work. The Contractor shall cooperate with the owners or occupants to reduce inconvenience where reasonably possible.

2.7 Department of Revenue Forms

- 2.7.1 It is the responsibility of the Contractor to apply for a Colorado State Sales and Use Tax Exemption Certificate from the State Dept. of Revenue and to use it when purchasing materials or supplies in connection with the Project.
- 2.7.2 The Town's Tax Exemption Numbers are to be used only when obtaining the Contractor's own Tax Exemption Certificate for each specific Town project

ARTICLE 3 - DRAWINGS AND SPECIFICATIONS

3.1 Intent of Drawings and Specifications

- 3.1.1 In the Drawings and Specifications, the Town intends that the Contractor furnish all superintendence, labor, materials, tools, equipment, supplies, machinery and transportation necessary for the proper execution of the Work unless specifically noted otherwise. The Contractor shall do all the Work shown on the Drawings and described in the Specifications and all incidental Work reasonably necessary to complete the Project in a substantial and acceptable manner, and to complete fully the Work, ready for use, by the Town.
- 3.1.2 The Contractor shall complete all Work according to the Specifications and Plans, and in compliance with applicable laws of Colorado and ordinances of the Town.

- 3.1.3 In interpreting the Contract, words describing materials or work having a well-known technical or trade meaning, unless otherwise specifically defined, will be construed according to well-known meanings as recognized by engineers, architects, and the trades.
- 3.1.4 When the Contract refers to a provision of the General Conditions or another Contract Document, the Contract means the provision as amended or supplemented by other provisions of the Contract.
- 3.1.5 When the Specifications state the words "as directed," or "as required," or "as permitted," or words of like meaning, it is understood that the direction, requirement or permission of the Project Manager is intended. Similarly, the words approved, acceptable or satisfactory shall refer to approval by the Project Manager.
- 3.1.6 The Contract Documents are intended to be complementary, and Work called for on any Drawing and not mentioned in the Specifications, or Work described in the Specifications and not shown on any Drawing, is included under the Contract as if set forth in both the Specifications and Drawings.

3.2 Copies of Drawings and Specifications Furnished

- 3.2.1 The Project Manager will furnish to the Contractor, free of charge, two copies of Drawings and Specifications of the Work. All additional copies will be furnished at reproduction costs.

3.3 Discrepancies in Drawings

- 3.3.1 Contractor shall immediately report any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications to the Project Manager, who shall promptly correct such error or omission IN WRITING. Any affected Work done by the Contractor after discovery of such discrepancies, errors or omissions and affected by those is done at the Contractor's risk. In all cases, the Project Manager shall decide the intent of the Drawings and Specifications. The decision is final.

3.4 Dimensions

- 3.4.1 Figured dimensions shall govern over scaled dimensions.

3.5 Drawings and Specifications at Job Site

- 3.5.1 The Contractor shall keep one complete set of all Drawings and Specifications at the job- site, available to the Project Manager or the Manager's representative at all times.

3.6 Shop Drawings

- 3.6.1 The Contractor shall provide Shop Drawings, settings, schedules, and such other Drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Drawings, Specifications or Project Manager's instructions.
- 3.6.2 The Contractor shall submit for approval two reproducible copies of all Shop Drawings and descriptive data as applicable showing all features not fully detailed on the Contract Plans but essential for a completely coordinated installation.
- 3.6.3 The Town's approval of Shop Drawings indicates only that the type and kind of equipment, general method of construction or detailing are satisfactory, but the Contractor may not construe the approval as a complete check. The Contractor has the responsibility for incorporating into the Work satisfactory materials and equipment meeting the requirements of the Contract Plans and Specifications, the proper dimensions, and the detailing of connections.
- 3.6.4 The review of Shop Drawings is only to check for compliance with the design concept of the Project and general compliance with the Contract Documents. Approval does not indicate the waiver of any contract requirement. Changes in the Work are authorized only by separate written Change Order.

3.7 Record Documents

- 3.7.1 The Contractor shall keep one record copy of all Addenda, Change Orders, Drawings, Field Orders, Modifications, and Shop Drawings and Specifications in good order. The Contractor shall record any changes made during construction on the record copies. The Contractor shall make a set of "Record Drawings" by marking this set of prints with all changes from the original Drawings as bid, including all Change Orders, alignment changes, depth changes of underground pipes and utilities, and all other items that are not the same as originally drawn. The Contractor shall keep the Record Drawings up to date as the Project progresses. The Project Manager may require, as a condition of the approval of the monthly progress payment, periodic inspection of the Record Drawings. The Contractor will deliver the Record Drawings to the Project Manager upon completion of the Project before Final Payment.

3.8 Differing Site Conditions

- 3.8.1 The Contractor shall promptly, before such conditions are further disturbed, notify the Project Manager in writing of:
- 3.8.2 Subsurface or latent physical conditions at the job-site differing materially from those indicated in the Contract; or
- 3.8.3 Unknown physical conditions at the job-site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.
- 3.8.4 Upon receipt of written notification from the Contractor of alleged differing site conditions, the Project Manager shall promptly investigate the conditions and if it finds the conditions materially differ, and so cause an increase or decrease in the Contractor's cost of or the time required for performance of any part of the Work under the Contract, an equitable adjustment will be made and the Contract modified in writing as provided for in Article 10 of these General Conditions. No claim will be allowed under this Article unless the Contractor has given the written notice required in Article 3.8.1.
- 3.8.5 No claim will be allowed under this Article if Final Payment has been made.

3.9 Surveys

- 3.9.1 The Project Manager has the option to develop and arrange for detail surveys through a separate contract if deemed desirable or necessary and if specifically noted as such in the Special Conditions, otherwise the Contractor shall provide all survey required to construct the Project according to the Project documents. The Contractor assumes full responsibility for construction according to the proposed lines and grades.
- 3.9.2 The Contractor shall carefully protect all monuments and property markers from disturbance or damage.

ARTICLE 4 - AVAILABILITY OF RIGHT-OF-WAY

4.1 Acquisition of Right-of-Way

- 4.1.1 Before issuance of Notice to Proceed, the Town shall obtain all land and right-of-way necessary for carrying out and completion of the Work to be performed pursuant to the Contract, unless otherwise mutually agreed.
- 4.1.2 The Town shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired, when necessary. The Contractor shall confine its operations within the areas designated by the Project Manager.

4.2 Access to Right-of-Way

- 4.2.1 The Town will provide right of access to all places necessary for the performance of the Work. Permission from private owners for access will be coordinated by the Town. Nothing contained in the Contract shall give the Contractor exclusive occupancy of the area provided by the Town. The Town, other Contractors of the Town and utility companies may enter upon or occupy portions of the land furnished by the Town for any purpose, but without unreasonably interfering with the completion of the Project. Joint occupancy or use of the territory shall not be the basis of any claim for delay or damages.

4.3 State Highway Right-of-Way

- 4.3.1 If any part of the Project is within the right-of-way of a roadway under the jurisdiction of the Colorado Division of Transportation (CDOT). The Contractor shall obtain the necessary permits from CDOT and conform to all the requirements and restrictions indicated on the permit. The Contractor shall restore the area to its original condition, including reseeded if necessary, at the completion of the Project.

4.4 Temporary Storage Facilities

- 4.4.1 The Contractor may secure at its own expense, and without liability to the Town, use of any additional land that the Contractor may desire for temporary construction activities, and facilities, or storage of materials.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Performance Bond and Payment Bond

- 5.1.1 The Contractor shall, within ten (10) days after receipt of the Notice of Award, and before the commencement of any operations hereunder execute the Contract and furnish the Town with separate Performance, and Payment Bonds each in a penal sum equal to the amount of the Contract Price, conditioned upon the Contractor's performance of all undertakings, covenants, terms, conditions, and agreements of the Contract, and upon the Contractor's prompt payment to all persons supplying labor and materials in the prosecution of the Work provided by the Contract. The Contractor and a corporate Bonding company, licensed to transact such business in the State of Colorado and acceptable to the Town, shall execute the Bonds. The Contractor bears the expense of these Bonds. If at any time the Surety on such Bonds becomes irresponsible or loses its right to do business in the State of Colorado, the Town may require another Surety, which the Contractor shall furnish within ten (10) days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate Surety shall be provided in the form of a certificate as to its power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the Bonds. The form of the Bonds is subject to the Town's approval.

5.2 Insurance

- 5.2.1 The insurance requirements contained in the Contract shall not limit or redefine the obligations of the Contractor as provided elsewhere in the Contract.
- 5.2.2 Only insurance companies with authority to issue policies in Colorado may provide insurance coverage under the Contract.

5.3 Insurance Requirements

- 5.3.1 The Contractor shall purchase and maintain, for the full period of the Contract, including any warranty period, at the Contractor's or Subcontractor's sole expense, insurance policies providing coverage as follows:

- 5.3.1.A General liability. The selected Contractor shall maintain including contractual liability, of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorney's fees and defense cost. Coverage shall include bodily injury including accidental death, property damage, personal injury, and contractual liability.
- 5.3.1.B Comprehensive Automobile Liability with minimum limits for bodily injury and property damage coverage of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of awarded Contractors owned, hired or non-owned vehicles assigned to or used in performance of the Agreement.
- 5.3.1.C Professional Liability/Errors and Omissions. The selected Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.
- 5.3.1.D Workers' Compensation & Employer's Liability: The selected Contractor shall maintain the following during the life of the Agreement for all employees engages in services performed under the agreement
- Workers' Compensation insurance with statutory limits as required by the Workers' Compensation Act of the State of Colorado.
 - Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.
- 5.3.2 In the event any work is performed by a subcontractor, the selected Contractor shall be responsible for any liability directly or indirectly arising out of the services performed under an Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.
- 5.3.3 Additional Insured Clause: The insurance coverage required for the performance of the Contract must be endorsed to name the Town of Johnstown, Colorado, a municipal corporation, its council members, officers, agents, employees and volunteers, as additional insured with respect to the activities performed under the Contract.
- 5.3.4 Certificate of Insurance: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish a certificate of insurance to:

Public Works Department
450 S Parish Ave
Johnstown, CO 80534

- 5.3.5 The certificate will specify parties who are additional insured. Only insurance written by insurance companies authorized to do business in Colorado complies. If awarded Contractor is self-insured under the laws of the State of Colorado, awarded Contractor shall provide appropriate declarations and evidence of coverage.
- 5.3.6 As evidence of the insurance coverages required by the Contract, before beginning work under the Contract, the awarded Contractor shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages. The certificates of insurance shall show the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement: "The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the Town of Johnstown."
- 5.3.7 Continuance of Insurance: For the term of the Contract, which includes any warranty periods, the Contractor shall not cancel, materially change or fail to renew the insurance coverage, and agrees to notify the Town of Johnstown's Project Manager of any material reduction or exhaustion of aggregate policy limits. If the Contractor fails to purchase or maintain the insurance coverage set forth in these

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General Conditions, the Town shall have the right, but not the obligation, to procure such insurance coverage at the Contractor's expense.

ARTICLE 6 - INDEMNIFICATION

6.1 Responsibility for Damage Claims:

- 6.1.1 The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; the Contractor's failure to comply with the provisions of the Contract; the Contractor's neglect of materials while constructing the Work; because of any act or omission, neglect or misconduct of the Contractor; because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, materials or process involved are specifically required by Contract; from any claims or amount arising or recovered under the "Workers' Compensation Act," by reason of the Contractor's failure to comply with the act; pollution or environmental liability; or any failure of the Contractor to comply with any other law, ordinance, order or decree. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose, for the Town's use. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it and the Town are adequately protected by commercial general liability and property damage insurance.
- 6.1.2 The Contractor also agrees to pay the Town all expenses incurred to enforce this "Responsibility for Damage Claim" agreement and if the insurer of the Contractor fails to provide or pay for the defense of the Town of Johnstown, its officers and employees, as additional insured, the Contractor agrees to pay for the cost of that defense.
- 6.1.3 Nothing in the INSURANCE PROVISIONS shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Control of the Work

- 7.1.1 When the Contractor is not present on the Project it shall have a Superintendent or other representative acceptable to the Town present who shall, during the absence of the Contractor, be its representative and have immediate charge of the Project. The Superintendent or representative shall have the Contractor's authority to act in its absence.
- 7.1.2 Any person employed on the Project who fails, refuses or neglects to obey the Superintendent or Contractor's other designated representative, shall, upon the order of the Project Manager, be at once removed from the Project and not again employed on any part of the Project.

7.2 General Use of Subcontractors

- 7.2.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 7.2.2 The Contractor shall not sublet or subcontract any portion of the Work to be done under the Contract until approval of such action has been obtained from the Town.
- 7.2.3 The Contractor is fully responsible to the Town for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them.

- 7.2.4 Nothing contained in the Contract creates any contractual relationship between any Subcontractor and the Town.
- 7.2.5 The Contractor shall put appropriate provisions in all Subcontracts relative to the Work to bind Subcontractors to the terms of the Contract insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power to terminate any Subcontractor that the Town may exercise over the Contractor.
- 7.2.6 The Contractor shall make available to each proposed Subcontractor, before the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors.

7.3 Materials and Equipment Furnished by the Contractor

- 7.3.1 The Contractor shall furnish and pay the cost of all of the necessary materials not furnished by the Town, all the superintendence, labor, tools, equipment, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery and transportation. The Contractor shall perform all the work required for the construction of all structures listed and itemized under the Bid Schedule of the Bid in strict accordance with the plans, Specifications and requirements and any amendments thereto and supplemental plans and Specifications hereafter approved.
- 7.3.2 Unless otherwise provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the Project are to be the best of their respective kinds, new and undamaged.
- 7.3.3 Materials, supplies or equipment to be incorporated into the Project shall not be purchased by the Contractor or any Subcontractor subject to chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.
- 7.3.4 The Contractor shall furnish the Project Manager, for approval, the name of the manufacturer of machinery and other equipment for materials the Contractor contemplates incorporating in the Project. The Contractor shall also furnish information on capacities, efficiencies, sizes, etc., and other information as may be required by the Project Manager. The Contractor shall submit samples for approval when requested. Machinery, equipment, materials, and articles installed or used without the Project Manager's approval are at the risk of subsequent rejection.
- 7.3.5 The Contractor shall give the Project Manager two copies of all shop manuals, operating manuals, parts lists, classifications, catalog cuts, Specifications, warranties and guarantees for all equipment and machinery installed.
- 7.3.6 Consideration of a product as an "equal" by the Project Manager may require that the manufacturer of such product furnish guarantees that extend beyond the usual product warranty time. The refusal of a manufacturer to provide such guarantees is sufficient reason for rejecting the product.

7.4 Existing Utilities

- 7.4.1 The Town has collected and shown on the Drawings available information on the location of existing underground, surface and overhead structures and utilities. However, the Town does not guarantee the results of the investigations are accurate or complete. It is the Contractor's responsibility to verify all locations of existing structures and utilities shown on the Drawings and to ascertain whether any other structures and utilities exist.

- 7.4.2 The Contractor shall support, and protect from injury, existing power lines, telephone lines, water mains, gas mains, sewers, cables, conduits, ditches, curbs, walks, pavements, driveways, and other structures in the vicinity of the Project which are not authorized to be removed until completion of the Project.

7.5 Coordination with Public Works Departments

- 7.5.1 The Contractor shall always coordinate its Work with the Town of Johnstown Public Works Department. If it becomes necessary to close portions of any water or sewer system due to construction operations, a minimum of 48 hours notification shall be given to the Utilities Department and whenever possible one week's notice should be given. It is the Contractor's responsibility to ensure continuity of the utilities.

7.6 Laws and Ordinances

- 7.6.1 The Contractor shall perform all obligations under the Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, applicable to the performance of the Contractor under the Contract.
- 7.6.2 The Contractor shall obtain all other permits and licenses required in the prosecution of the Work.
- 7.6.3 It is unlawful and unethical for any person to offer, give or agree to give any town employee, town official or former town employee, or for any town employee, town official or former town employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- 7.6.4 It is unlawful and unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor of any person associated therewith, as an inducement for the award of a subcontract or order.

7.7 Protection of Persons

- 7.7.1 It is a condition of the Contract, and the Contractor shall make a condition of each Subcontract entered into pursuant to the Contract, that the Contractor and any Subcontractor shall not require any laborer, mechanic or other person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. The Contractor shall comply with all applicable safety rules and regulations adopted by the United States Department of Labor Occupational Safety and Health Administration (OSHA), the Industrial Commission of the State of Colorado or the Town of Johnstown, whichever is most restrictive. The Town assumes no duty to ensure that the Contractor follows the safety regulations issued by OSHA or the State of Colorado.
- 7.7.2 For operations involving trenching, excavation or any other underground construction, the Contractor's attention is specially directed to and its Work shall conform to the Construction Safety and Health Regulations, Part P Subparagraph 1926.650-653 by OSHA, latest revision.
- 7.7.3 The Contractor shall always, whether or not so specifically directed by the Project Manager, take necessary precautions to ensure the protection of the public. The Contractor shall furnish, erect, and maintain at its own expense all necessary precautions for the protection of the Work and safety of the public through and around its construction operations.

7.8 Protection of Property

- 7.8.1 The Contractor shall continuously and adequately protect the Work from damage, injury or loss arising in connection with the Contract. It shall repair or replace at its expense any such damage, injury or loss, except such as may be directly due to error in the Contract or caused by agents or employees of the Town. It shall provide and maintain at its expense all passageways, barricades, guard fences, lights, and other protection facilities required by public authority or local conditions.
- 7.8.2 The Contractor is responsible for protection of all public and private property on and adjacent to the site of the Work. It shall use every precaution necessary to prevent damage to curbs, sidewalks, driveways, trees, shrubs, sod, mailboxes, fences, and other private and public improvements. It shall protect carefully from disturbance or damage all land monuments and property markers until an authorized agent has witnessed or otherwise referenced their locations, and shall not remove them until directed.

7.9 Responsibility to Repair

- 7.9.1 Should any existing property be damaged, the Contractor shall immediately notify the owner of such property. Unless authorized in writing by the owner of the property or directed by the Project Manager, the Contractor shall not attempt to make repairs. Written authorization from the owner to make repairs must be so worded as to save the Town harmless from any responsibility whatsoever relative to the sufficiency of the repairs. The Contractor shall give the Project Manager a copy of the written authorization to make repairs.
- 7.9.2 When any direct or indirect damage or injury is done to any public or private property or utility by or on account of any act, omission, neglect or misconduct in the execution of the Work, the Contractor shall restore the damaged property at its own expense to a condition equal to or better than that existing before such damage or injury.
- 7.9.3 The Contractor shall replace any materials and equipment lost, stolen, damaged or otherwise rendered useless during the performance of Work on the Project.

7.10 Traffic Control

- 7.10.1 The Contractor shall arrange Work to disrupt traffic as little as possible. All traffic Control Devices used shall conform to the latest edition of the Manual of Uniform Traffic Control Devices, (MUTCD). Except as otherwise permitted, two way traffic shall be maintained at all times in public roadways. At least 72 hours before starting any Work in Town right-of-way, the Contractor shall submit a detailed traffic control plan with a Right-of-Way permit for review from the Public Works Department. The approval shall establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. The Traffic Control Plan (TC Plan) shall include the name of the contractor, the name and phone number of the person responsible for the traffic control, the date for beginning and ending construction activity and hours of operation expected. The TC Plan should show the widths of streets involved, traffic lanes, the size and location of the Work area with distances from the curb, distance to the nearest intersection and the type and location of traffic control devices. No changes to the TC Plan shall be permitted without prior approval by the Public Works Department.
- 7.10.2 The Contractor shall furnish and maintain all necessary signs, barricades, lights, and flaggers necessary to control traffic and provide for safety of the public, all in compliance with the MUTCD with subsequent revisions and additions, and to the satisfaction of the Public Works Department.

7.11 Sanitary Regulations

- 7.11.1 The Contractor is responsible for providing proper health and sanitation facilities for its employees, in compliance with any rules and regulations of the State Board of Health or any other bodies having jurisdiction.

- 7.11.2 The Contractor shall always provide an abundant supply of safe drinking water for its employees and shall give orders against the drinking of any water known to be unsafe in the vicinity of the Project.
- 7.11.3 At convenient places, the Contractor shall provide outside toilets which are to be maintained in a sanitary condition. Toilets shall not be permitted where they may pollute a water supply.

7.12 Pollution Control

- 7.12.1 The Contractor shall comply with all applicable Federal and State laws, orders, and regulations concerning the control, prevention, and abatement of water pollution and air pollution in all operations pertaining to the Contract.
- 7.12.2 The Contractor shall use construction methods that prevent release, entrance or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes including, but not restricted to refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution.
- 7.12.3 The Contractor shall not emit dust into the atmosphere during any operations, *including but not limited to*: grading; excavating; manufacturing, handling or storing of aggregates; trenching; or cement or pozzolans. The Contractor shall use the necessary methods and equipment to collect, deposit, and prevent dust from its operations from damaging crops, orchards, fields or dwellings or causing a nuisance to persons. The Contractor is liable for any damage resulting from dust.
- 7.12.4 De-watering for structure foundations or earthwork operations adjacent to or encroaching on lakes, streams or water courses shall obtain required State permits and be done in a manner which prevents muddy water and eroded materials from entering the lakes, streams or water courses, by construction of intercepting ditches, bypass channels, barriers, settling ponds or by other approved means.

7.13 Stormwater Quality

- 7.13.1 The Contractor shall be responsible for the preservation and protection of storm water collection systems and other natural and developed drainage ways, which may be affected by Work done under the Contract. Any construction activity that disturbs one or more acres of land must obtain a Stormwater Discharge Permit Associated with Construction Activity from the Colorado Department of Public Health and Environment (CDPHE).
- 7.13.2 The Contractor is responsible for obtaining and complying with the requirements of the Stormwater Discharges Permit Associated with Construction Activity Permit from CDPHE until the permit has been formally inactivated.
- 7.13.3 Construction sites that discharge un-permitted stormwater are in violation of the Clean Water Act and local regulations, and may be subject to fines of up to \$25,000 a day per violation and subject to additional civil penalties.
- 7.13.4 All permit requirements must be met throughout the warranty period and until Final Stabilization is reached.
- 7.13.5 The Contractor shall satisfy all environmental quality standards imposed by law and take reasonable steps to minimize the environmental impact of the work. In compliance with applicable Town, state and federal law:
- 7.13.6 All erosion control shall be performed in accordance with Sections 208 of the Colorado Department of Transportation's Standard Specifications or Construction Best Management Practices of UDFCD Volume 3 Urban Storm Drainage Criteria Manual.

- 7.13.7 The Contractor shall coordinate the construction of temporary erosion control measures with the construction of permanent erosion control measures to assure economical, effective and continuous erosion control throughout the construction and warranty period.
- 7.13.8 Unless listed in the Bid Document, all erosion control features, including the Erosion Control Supervisor will not be measured, but will be paid for on a lump sum basis. The lump sum price bid will be full compensation for all work required to complete the item.

7.14 Cleaning Up and Restoration

- 7.14.1 The Contractor shall clean up all refuse or scrap materials so the site presents a neat, orderly, and workmanlike appearance at all times.
- 7.14.2 Upon completion of the Project, and before Final Inspection, the Contractor shall remove from the construction site and any occupied adjoining property all plants, buildings, refuse, unused materials, forming lumber, sanitary facilities, and any other materials and equipment that belong to the Contractor or its Subcontractors.
- 7.14.3 The Town may clean up and restore the construction site satisfactorily when the Contractor fails to do so. Any costs the Town incurs will be deducted from the Final Payment due the Contractor.

ARTICLE 8 - TOWN'S RESPONSIBILITIES

- 8.1.1 The Town will furnish the data required by the Contract and will make payments to the Contractor as provided by these General Conditions.

ARTICLE 9 - PROJECT MANAGER'S RESPONSIBILITIES

9.1 Project Manager

- 9.1.1 The Project Manager shall maintain Owner's authority over the Contractor relating to field direction and project administration, but does not assume liability for the Contractor's work, nor control scheduling whenever such performance is located in or upon the Town's property. The Project Manager will furnish or coordinate all explanations from consultants, field directions, horizontal and vertical control and inspections necessary to assure compliance with the Project documents, except as otherwise stated in the Project documents.

9.2 Inspection

- 9.2.1 The Project Manager shall appoint Inspectors to inspect the Project. Inspection may extend to all or any part of the Project. The Inspectors are not authorized to alter the provisions of the Drawings or Specifications, or to delay the fulfillment of the Contract by failure to inspect materials and Work with reasonable promptness.
- 9.2.2 An Inspector has authority to reject defective materials and to suspend any Work that is being done improperly subject to the final decision of the Project Manager.
- 9.2.3 The Contractor shall give the Project Manager due and timely notice of readiness when the Project is to be inspected, tested or approved by the Inspector. The Contractor shall give the Project Manager required certificates of inspection, testing or approval. Inspection, tests or approvals by the Project Manager or others does not relieve the Contractor from its obligations to perform the Work according to the requirements of the Contract.
- 9.2.4 If the Project Manager considers it necessary or advisable that previously completed or covered Work be inspected or tested, the Contractor shall uncover, expose or otherwise make the Work available to the Project Manager for inspection and testing. The Contractor shall furnish all tools, labor, material,

and equipment necessary to make the Work available. If the Project Manager finds the Work defective, the Contractor shall pay for the cost of satisfactory reconstruction and making the Work available. However, if the Work is not found defective, the Contractor will be allowed an increase in the Contract Price and/or an extension of the Contract Time for costs and time directly attributable to making the Work available and for reconstruction.

- 9.2.5 If the Contractor's operations require inspecting, testing or surveying to be done outside normal working hours or on Town holidays, it shall be at the Contractor's expense.

9.3 Stop Work Order

- 9.3.1 The Project Manager has the authority to suspend Work on the Project either in whole or in part, for as long as the Project Manager deems necessary due to:

- Unsuitable weather;
- Faulty workmanship;
- Improper superintendence;
- Contractor's failure to carry out orders or to perform any provision of the Contract;
- Conditions which may be considered unfavorable for the prosecution of Work on the Project; or
- Work being carried on in an unsafe manner.

- 9.3.2 If it is necessary to stop work for an indefinite period, the Contractor shall, if directed by the Project Manager, store all materials in such a manner that they will not become an obstruction or become damaged in any way. The Contractor shall take every precaution to prevent damage to or deterioration of the Work, providing suitable drainage and erecting temporary structures where necessary.

- 9.3.3 The Project Manager will put the Stop Work order in writing and the Contractor may not proceed with Work on the suspended portion of the Project until notified in writing by the Project Manager.

9.4 Disputes

- 9.4.1 If the Contractor considers any Work directed by the Town to be outside the Contract requirements, or if it considers any ruling of the Project Manager to be unfair, it shall immediately ask for a written instruction or decision and shall perform the Work in conformance with the Project Manager's ruling. If the Contractor considers such instructions unsatisfactory, it shall file a written protest with the Project Manager within ten (10) days after their receipt.

- 9.4.2 All claims, disputes and other matters in question arising out of or relating to the Contract shall be submitted to the Project Manager before the Contractor can begin litigation.

ARTICLE 10 - CHANGES

10.1 General

- 10.1.1 The Town may make alterations to the Project without the consent of the Surety at any time during the Work. The Contractor shall perform the Work as changed, as if originally specified. The alterations do not invalidate the Contract in any way.

- 10.1.2 The Project Manager may, at any time, without notice to the Surety, by written notice to the Contractor, make any change in the Work to be performed within the general scope of the Contract, including but not limited to changes:

- In the Specifications (including Drawings and designs);
- In the method or manner of the performance of the Work;
- In facilities, equipment, materials, services or site furnished by the Town; or
- Directing acceleration in the performance of the Work.

- 10.1.3 Any written order from the Project Manager, which may warrant a time extension or increased or decreased costs, will be treated as a Change Order under this Article provided that the Contractor gives the Project Manager written notice within seven (7) calendar days of that condition, stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order. However, the Town will not authorize a change in the Contract Price for work done before approving a Change Order authorizing the additional work. If the Town and the Contractor do not agree to the terms of a Change Order, including the amount of additional compensation, the Contractor shall proceed with the work under the terms of the Contract and shall maintain accurate records of the costs as described in the General Conditions, Article 10.
- 10.1.4 The Contractor may not treat any order, statement or conduct of the Project Manager as a change under this Article nor become entitled to an equitable adjustment in the Contract Price or Performance Time, except as provided in this Article.
- 10.1.5 If any change under this clause causes an increase or decrease in the Contractor's cost or the time required for the performance of any part of the Work under the Contract, whether or not changed by any order, an equitable adjustment will be made and the Contract modified in writing accordingly.
- 10.1.6 In no case will the price adjustment change the original Contract Price to an amount not appropriated and approved by Town council
- 10.1.7 Claims for changes in the Contract Price or Contract Time of Performance will not be considered after the Final Payment has been made.

10.2 Compliance

- 10.2.1 Notwithstanding any other language in this contract, the issuance of any Change Order or other form of order or directive by the Town requiring additional compensable work to be performed which will cause the Contract Price to exceed the amount appropriated for the Work is prohibited unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made or unless the Contract contains a remedy granting provision.

10.3 Field Orders

- 10.3.1 The Project Manager may make changes in the details of the Project at any time, by issuing a Field Order. The Contractor shall proceed with the performance of any changes in the Project ordered by the Project Manager. If the Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, it shall give the Project Manager written notice within ten (10) days after the receipt of the Field Order. Thereafter, the Contractor shall document the basis for the change in Contract Price or Time within thirty days.

10.4 Change Orders

- 10.4.1 Changes in the Contract Price are authorized only by Change Orders. Changes in contract time may be made by a Change Order or by other appropriate written authorization. Any requests for extension of time due to conditions outside of the Contractor's control shall be made in writing within seven (7) calendar days of that condition.
- 10.4.2 Any difference in cost from Change Orders shall be added to or deducted from the amount of the Contract, as the case may be. Adjustments in the amounts to be paid to the Contractor on account of changed Work will be determined by one of the following methods in the order listed:
- Unit Prices submitted in the Bid Schedule;
 - Negotiated Unit Prices; and
 - Negotiated lump sum.

10.5 Extras and Force Account Work

- 10.5.1 The Contractor shall perform any Work and furnish materials and equipment necessary or desirable for proper completion of the Contract if the Project Manager believes it necessary to order Work or materials or equipment which, in the Project Manager's opinion, are not susceptible to classification under the Unit Price items named in the Bid Schedule, and are not included in any lump sum bid item. The Project Manager will order such labor, material and equipment in writing before the extra Work is started. The labor, material and equipment will be classed as extra Work. The Town will not pay for extra Work unless the Town orders in extra work in writing. All claims for extra Work shall be submitted to the Project Manager, supplemented by any data the Project Manager requires.
- 10.5.2 Extra Work and Work involving a combination of increases and decreases in the Work will ordinarily be paid for at a lump sum or Unit Price agreed upon in writing by the Project Manager and Contractor before the extra Work Order is issued. In the negotiation of lump sum or Unit Prices, the agreed estimated cost of the Work plus an allowance for overhead and profit, not to exceed the allowances stated in Section 10.5.3, shall be used.
- 10.5.3 The allowance for overhead and profit will include full compensation for superintendence, bonds and insurance premiums, taxes (other than sales or use taxes included in the cost of materials), office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided under Sections 10.5.4, 10.5.5 and 10.5.6. The allowance for overhead and profit will be according to the following schedule:

ACTUAL NECESSARY COST ALLOWANCE:

Labor	20 percent
Materials	15 percent
Equipment	10 percent

The Actual Necessary Cost for labor, materials, or equipment will be computed according to Sections 10.5.4, 10.5.5 and 10.5.6.

Superintendence, bond and insurance premiums, taxes (other than sales or use taxes inclusive in the cost of materials), and other general expense will not be included in the computation of actual necessary cost. When all or any part of the extra Work is performed by a Subcontractor or specialty firm, the prime Contractor may add five percent of the Subcontractor's total cost for the extra Work. The Contractor shall give the Project Manager daily report sheets covering the direct cost of labor and materials and charges for equipment. The daily report sheets shall provide names or identifications and classifications of workers and hours worked, as well as size, type and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendors' invoices. The Project Manager will make any necessary adjustments and compile the costs of cost-plus Work. When these reports are agreed upon and signed by both parties, they become the basis of payment for the Work performed.

- 10.5.4 Labor: The cost of labor used in performing the Work by the Contractor, a Subcontractor, or other forces will be the sum of the actual wages paid plus any employer payments to, or on behalf of, workers for fringe benefits including health and welfare, pension, vacation, and similar purposes; all payments imposed by State and Federal laws including, but not limited to, compensation insurance, and social security payments; and the amount paid for subsistence and travel required in accordance with the regular practice of the employer.

At the beginning of the contract or as later requested by the Project Manager, the Contractor shall furnish the Project Manager proof of labor compensation rates being paid or already paid.

- 10.5.5 Materials: The cost of materials used in performing the Work, including transportation charges for delivery (exclusive of machinery rentals), will be the cost to the purchaser, whether Contractor, Subcontractor or other forces, from the Supplier thereof, inclusive of sales or use taxes, except if, in the opinion of the Project Manager, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material. If the Project Manager finds the cost excessive or the Contractor has not furnished evidence of the cost, then the cost will be deemed to be the lowest current wholesale price for the quantity concerned delivered to the job-site less cash or trade discounts.

The Town reserves the right to furnish materials for the Work and the Contractor may not claim costs and profit on materials furnished by the Town.

The Town reserves the right to purchase from the Contractor any materials previously purchased for a project and not used. Payment for the materials will be based on the actual material cost as shown on the Supplier's invoice, any transportation charges incurred, plus a fifteen percent handling fee.

- 10.5.6 Equipment: The Contractor will be paid according to the rental rates agreed upon in writing before extra or force account Work is begun, for any machinery or special equipment (other than small tools) authorized by the Project Manager. The Contractor may furnish cost data to assist the Project Manager in the establishment of the rental rate.

The rental rates paid, as provided above, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operator wages will be paid separately, as provided in Section 11.6.4. Individual pieces of equipment or tools having a replacement value of \$100.00 or less, whether or not consumed by use, are considered small tools and no payment will be made for them.

Rental time will not be allowed while equipment is inoperative due to breakdowns or storage on-site.

- 10.5.7 Equipment on the Work: The rental time to be paid for equipment on the Work is the time the equipment is in productive operation on the extra Work being performed.

- 10.5.8 Eliminating Items: The Project Manager shall notify the Contractor in writing to eliminate any items contained in the proposal unnecessary for the proper completion of the Work. Such action will not invalidate the contract. The Contractor, by Change Order, will be reimbursed for actual work done and all cost incurred, including mobilization of materials and equipment before the elimination of such items.

ARTICLE 11 - CONTRACT TIME

11.1 General

- 11.1.1 Time is of the essence in the performance of all Work contemplated in the Contract. Therefore, the Work shall be commenced no later than ten (10) days from and including the date of Notice to Proceed and shall be fully completed in a satisfactory and acceptable manner within the time stated in the Contract.

- 11.1.2 The capacity of the Contractor's construction force shall be sufficient as to insure completion of the Project within the allotted time. The Contractor shall use multiple crews if necessary to complete the Project within the allotted time.

11.2 Delays

- 11.2.1 Delay claims fall into three categories: non-excusable, excusable, or compensable. Any payment for delays or the granting of time extensions require a properly executed Change Order per Article 11.

11.2.1.A Non-excusable delay is one caused by factors within the Contractor's reasonable control. The delay is the Contractor's fault; no additional time or additional compensation is allowed. Typical types of non-excusable delays are:

- Late submittal of Shop Drawings;
- Late procurement of materials or equipment;
- Insufficient personnel;
- Unqualified personnel;
- Inadequate coordination of Subcontractors or other contractors;
- Subcontractor delays;
- Late response to Town and Project Manager inquiries; or

Construction not conforming to contract requirements making repeated re- working necessary.

11.2.1.B Excusable delay is caused by factors beyond the Contractor's reasonable control, but is not the result of the Town's actions or failure to act. An excusable delay entitles the Contractor to an extension of time but no additional compensation for the cost of the delay.

11.2.1.C Compensable delay is one where the Town has failed to meet an obligation stated or implied in the construction contract. If the Project Manager considers a delay as compensable, the Town will grant a time extension and reimburse the Contractor for the increased cost caused by the delay. Typical types of Town- caused delays are:

- Late approval of Shop Drawings and samples;
- Delays in answers to field inquiries by the Contractor;
- Interference with the Contractor during construction;
- Town-caused schedule changes;
- Design changes; or
- Interference by other contractor's or the Town's forces.

11.3 Failure to Complete Work on Time--Liquidated Damages

11.3.1 The Town may permit the Contractor to proceed if the Contractor fails to substantially complete the Work on or before the original date set forth for Substantial Completion in the Contract, or on or before the corrected date of Substantial Completion. In such case, the Town will deduct the sum specified in the Contract for each day that the Work remains uncompleted. This sum shall not be a penalty but is liquidated damages.

11.3.2 Liquidated Damages will be set forth in accordance with Section 108.09 of the Colorado Department of Transportation's Standard Specifications per the schedule of liquidated damages.

11.3.3 The parties agree that, under all of the circumstances, the daily basis and the amount set forth as liquidated damages is reasonable and equitable. The Town expends additional personnel effort in administrating the Contract or portions of it that are not completed on time, and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Johnstown incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms, are impossible to measure.

11.3.4 The Contractor shall perform with due diligence, regardless of meeting the various scheduled deadlines. If, in the opinion of the Town's Project Manager, or other authorized agent of the Town, the Contractor is not prosecuting the Work under the Contract, written notice will be given and the Contractor shall have seven days to resume the Work with due diligence. Failing a cure, liquidated damages will be charged until there is resumption of prosecution with due diligence.

- 11.3.5 Permitting the Contractor to continue and finish the Work, or any part of it, after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall not operate as a waiver on the part of the Town of liquidated damages or any of its rights under the Contract.

ARTICLE 12 - WARRANTY AND GUARANTEE;

12.1 Warranty and Guarantees

- 12.1.1 The Contractor and its Surety are jointly and severally responsible for the condition of all completed Work, maintenance and satisfactory operation of Work performed under the Contract for a period of **two years** following the Notice of Construction Acceptance or for two years after warranty work is fully satisfied. A notice of warranty work that requires repair or replacement under the warranty will be submitted to the Contractor on a Notice of Warranty Work. The Contractor and Surety are jointly and severally responsible for the satisfactory repair or replacement of any Work, materials or equipment which are found defective during this period, provided any failure results directly or indirectly from faulty workmanship or negligence by the Contractor, from faulty manufacturing or from faulty erection or improper handling of materials or equipment furnished or installed by the Contractor. Neither the Contractor nor Surety is liable for any failure resulting from the Town's neglect or improper operation of facilities or the acts of third parties.

ARTICLE 13 - SAMPLES AND TESTING; DEFECTIVE WORK AND MATERIALS

13.1 Samples and Testing

- 13.1.1 All materials and equipment used in the Project will be subject to sampling and testing according to generally accepted standards and as required in the Contract Documents. In the absence of direct references, the sampling and testing of materials will be done according to current Specifications of the American Society for Testing and Materials or the American Water Works Association. The Contractor shall cooperate with the Project Manager in collecting and forwarding required samples.
- 13.1.2 The Contractor shall not incorporate any materials into the Project or cover any part of the Work until it has been inspected and approved according to the Contract Documents.
- 13.1.3 The Contractor shall furnish all samples without charge. The Contractor will cooperate with the Project Manager in collecting, handling, storing, and forwarding required samples including the furnishing of manpower and equipment when necessary.
- 13.1.4 The Town will pay the cost of the initial test except when the Contract states otherwise. The Town will charge the Contractor for repeated tests due to failure of the initial test.

ARTICLE 14 - ACCESS TO WORK

14.1 Access to Work

- 14.1.1 The Project Manager and authorized representatives shall have access to the Project at any time for purposes of inspection, sampling, and testing. Access shall extend to authorized representatives of participating federal or state agencies and to other public authorities having jurisdiction established by law. The Contractor shall provide proper facilities for access to the Project.
- 14.1.2 Access to the Project shall mean wherever and whenever it is in manufacture, preparation or progress. It shall include access to payrolls, records of personnel, invoices of materials, terms and conditions of sale of materials and equipment to be incorporated in the Project, files, records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and any other relevant data and records relating to the Contract.

- 14.1.3 The Town may, at reasonable times, inspect the place of business or worksite of the Contractor or Subcontractor at any tier which is pertinent to the performance of the Contract.

ARTICLE 15 - DEFECTIVE WORK AND MATERIALS

15.1 Defective Work and Materials

- 15.1.1 Material and workmanship not conforming to the requirements of the Contract are deemed defective. Defective Work or material shall be removed immediately from the Project site and replaced with acceptable Work and material at the Contractor's expense.
- 15.1.2 If the Contractor fails to replace rejected materials or Work within ten (10) days after receipt of written notice, the Town may replace or correct them and charge the cost to the Contractor and may terminate the right of the Contractor to proceed. Failure to detect previously installed defective materials or workmanship shall not impair the Town's right to receive a completed project which is free of defects and meets all of the requirements of the Contract Documents.

ARTICLE 16 - PAYMENTS TO CONTRACTOR AND COMPLETION

16.1 General

- 16.1.1 Unless expressly provided otherwise, the prices shown in the Bid Schedule include the cost of all labor, materials, equipment, tools, forms, services, utilities, royalties, fees, and any other thing or expense necessary to complete the Project. Items not shown on the Plans, Specifications or Special Provisions but which are necessary to construct the Project will be considered a part of the Project whether specified or not and no separate payment will be made for these items.
- 16.1.2 Unless expressly provided otherwise in the Contract, the amount to be paid for the Work includes all labor, materials, forms, tools, scaffolding, plants, equipment, service, utilities, royalties, fees, and everything, whether temporary or permanent, necessary to complete the Project.

16.2 Determination of Amounts and Quantities

- 16.2.1 The Project Manager shall verify determinations of amounts and quantities of Work performed. The Project Manager shall have access to the records as stated in Article 14.

16.3 Variations in Estimated Quantities

- 16.3.1 Where the quantity of a pay item in the Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent below the estimated quantity stated in the Contract, the Contractor shall make an equitable adjustment in the Contract Price, upon demand of the Town. The Contract Price adjustment will be based upon any decrease in costs due solely to the variation below seventy-five percent of the estimated quantity.

Where the quantity of a pay item in the Contract is an estimated quantity and the actual quantity of such pay item is more than twenty-five percent above the estimated quantity in the Contract, the Town may elect to terminate the Contract or issue a Change Order to adjust the Contract Price.

In no case will the price adjustment change the original Contract Price to an amount not appropriated and approved by Town Council.

16.4 Monthly Pay Request

- 16.4.1 The Contractor shall prepare monthly pay requests for all Work completed up to that time. The authorized Town representative(s) shall approve the monthly pay requests before progress payments will be made.

16.4.2 In making such progress payments, subject to the exceptions in this Article, the Town will retain five percent of the calculated value of completed Work for all contracts. The withheld percentage of the Contract Price of any contracted Work will be retained until the contract is completed satisfactorily and finally accepted by the Town

16.4.3 Monthly pay requests may include the value of acceptable materials required in the construction which have been delivered on the site of the Work or to adjacent railway siding and for which acceptable provisions have been made for preservation and storage, providing the Contractor submits with its monthly pay requests, paid invoices in duplicate for the material for which payment is being requested. Material paid for by the Town becomes the property of the Town and, in the event of the default on the part of the Contractor, the Town may use or cause to be used such materials in construction of the Work provided for in the Contract.

16.4.4 The Town may withhold, in addition to retained percentages from Contractor payments, such an amount or amounts as may be necessary to cover:

16.4.4.A Claims for labor or materials furnished the Contractor or Subcontractor(s) or reasonable evidence indicating probable filing of such claims;

16.4.4.B Failure of the Contractor to make proper payment to Subcontractors or for material or labor furnished by others;

16.4.4.C A reasonable doubt that the Contract can be completed for the balance then unpaid;

- Evidence of damage to another Contractor or private property;
- Uncorrected defective Work or guarantees that have not been met;
- Failure of the Contractor to submit cost breakdowns, schedules, reports and other information required under the Contract;
- Persistent failure to carry out the Work according to the Contract; or
- Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

16.4.5 The Town may disburse and has the right to act as agent for the Contractor in disbursing funds, withheld pursuant to this paragraph, to the party or parties who are entitled to payment therefrom, but the Town assumes no obligation to make such disbursement. The Town will render to the Contractor a proper accounting of all funds disbursed under this paragraph.

16.5 Town's Right to Accept Portion of the Project

16.5.1 The Town reserves the right to accept and make use of any completed section of the Project without invalidating the Contract or obligating the Town to accept the remainder of the Project.

16.6 Substantial Completion

16.6.1 When the Contractor considers the entire work ready for its intended use, the Contractor shall notify the Project Manager in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that the Project Manager issue a Notice of Substantial Completion. Within a reasonable time, the Contractor, Project Manager and any other appropriate Town representatives shall make an inspection of the Work to determine the status of completion. If the Project Manager does not consider the Work substantially complete, the Project Manager will notify the Contractor in writing giving the reasons for denial of the Notice of Substantial Completion. If the Project Manager considers the Work substantially complete, the Project Manager will prepare and deliver to the contractor a Notice of Substantial Completion which shall fix the date of Substantial Completion. The Project Manager shall attach to the certificate a tentative list ("punch list") of items to

be completed or corrected before Final Payment. Warranties required by the Contract shall commence on the date set in the Notice of Construction Acceptance for the Project, or the date set in the Notice of Construction Acceptance for a designated portion of the Project, unless otherwise provided in the notice of Substantial Completion.

16.7 Construction Acceptance

16.7.1 When the Work specified in the Contract is completed and the final cleanup has been performed, the Contractor shall notify the Project Manager that all Work under the Contract has been completed and the Project Manager shall, within fourteen calendar days of receipt of such notice, make the final inspection. If the Project Manager finds that the Project has been completed according to the requirements set forth in the Contract, the Town, upon the recommendation of the Project Manager, shall issue a Notice of Construction Acceptance. Notices of Construction Acceptance issued orally or without proper Town authorization are void. Town will not make the final payment under the Contract before it issues a Construction Acceptance.

16.8 Claims Against the Contractor

16.8.1 As provided by Colorado law, persons or businesses, including Subcontractors, who have not been promptly paid by the Contractor and who have provided materials, services and labor of any kind, or labor and material incidental to the completion of the Project, may file claims and the Town may withhold from the Contractor an amount sufficient to cover such claims.

16.9 Final Payment

16.9.1 The Town shall make a Final Settlement within sixty days after the Notice of Construction Acceptance is issued by the Town.

16.9.2 After the Notice of Construction Acceptance is issued by the Town, a Notice of Final Settlement shall be advertised at least twice, not less than ten (10) days before the date of Final Settlement, in a newspaper of general circulation in the county where the Work was done. If no claims are filed before the expiration of ten (10) days from the date of the last publication of the Notice of Final Settlement, the Final Payment, including retainages, may be made.

16.9.3 If any Subcontractor or Supplier files a claim before the expiration of ten (10) days from the date of the last publication of the Notice of Final Settlement, for Work done or material furnished that has not been paid for by the Contractor, the Town shall withhold from Final Payment to the Contractor sufficient funds to insure the payment of the claims. The funds shall not be withheld longer than ninety days from the date of Final Settlement unless a legal action is started within that time to enforce payment of the claims.

16.9.4 At the end of ninety days, or any time before, if the person filing the claim acknowledges receipt of payment for the claim, or otherwise releases the claim in writing, the Town shall pay the Contractor the monies not subject to suit or lis pendens notices.

16.9.5 Monies that are the subject of a suit will be withheld until a judgment is rendered in the suit.

ARTICLE 17 - CONTRACT TERMINATION

17.1 Town's Right to Terminate Contract for Convenience

17.1.1 The Town shall, at any time, have the right to terminate the Contract, for convenience, upon giving written notice to the Contractor. The Contractor shall be entitled to the full amount of the approved estimate for the Work satisfactorily completed under the Contract up to the time of such termination, including the retained percentage. The Town shall reimburse the Contractor for such expenditures as,

in the judgment of the Project Manager, are not otherwise compensated for, together with the cost of moving to and from the Project and a reasonable profit on the Work deleted by reason of the annulment of the Contract, in order that an equitable settlement is made with the Contractor.

17.2 Town's Right to Terminate Contract for Default

17.2.1 The Project Manager and acting on behalf of the Town, may serve notice upon the Contractor and its Surety of the intention to terminate the Contract if the performance of the Work set forth under the Contract is unnecessarily or unreasonably delayed by the Contractor, or if any of the provisions of the Contract are being violated by the Contractor or its Subcontractors. The Contract is terminated unless, in the opinion of the Project Manager, the Contractor corrects the violation within five days after the notice is served. In the event of such termination, the Project Manager, acting on behalf of the Town, shall immediately serve notice of the termination and the Surety's right to complete the Contract upon the Surety and the Contractor. The Surety shall have the right to take over and perform the Work called for in the Contract. The Surety is then bound by all the provisions of the Contract. If the Surety does not commence performance of the Work within ten (10) days from the date of the notice, the Town may take over the Project and, without prejudice to any other remedies, complete the Project and the Contractor and its Surety are liable to the Town for any excess costs incurred by the Town.

17.3 Contractor's Right to Terminate Contract

17.3.1 The Contractor may terminate the Contract if the Work is stopped for a period of three months under any order of any court or other public authority through no act or fault of the Contractor or of anyone employed by it.

17.3.2 The Contractor may suspend Work if Town fails to make payments at the times provided in the Contract and the Contractor has given the Town written notice seven days before suspending Work. The Contractor may terminate the Contract, at its option, if the Town continues to be in default thirty days after the date of the written notice. Failure by the Town to make payments at the times provided is a bar to any claim by the Town against the Contractor for delay in completion of the Project if the Contractor suspended Work for that reason.

17.3.3 If the Contractor terminates the Contract, it may recover the price of all Work done and materials provided and all damages sustained.

ARTICLE 18 - EQUAL OPPORTUNITY

18.1 General: During the performance of the Contract, the Contractor agrees as follows:

18.1.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

18.1.2 The Contractor shall ensure that all Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

ARTICLE 19 - MISCELLANEOUS

19.1 Reservation of Right to Bar Persons from the Work and Site:

19.1.1 The Town reserves the right to bar any person, including employees of the Contractor and Subcontractors, from the Town's Work site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on the Town Work site. No increase in contract time or price is authorized.

19.2 Financial Obligations of Town:

19.2.1 All financial obligations of the Town under the Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in the Contract shall be deemed a pledge of the Town's credit, or a payment guarantee by the Town to the Contractor.

19.3 Assignment/transference:

19.3.1 The Contractor may not assign or transfer any interest in the Contract, including any money due or to become due, without the prior written consent of the Town.

19.4 Amendments:

19.4.1 The parties shall only amend the Contract in writing with the proper official signatures and, if required elsewhere in this Contract, on the proper forms.

19.5 Waiver:

19.5.1 No waiver of a breach or default under the Contract is a waiver of any other or subsequent breach or default.

19.6 Governing Law:

19.6.1 The Contract is governed and to be construed according to the laws of the State of Colorado. Venue and jurisdiction for any court action filed regarding this agreement shall be in either Boulder County Colorado or the United States District Court for Colorado.

19.7 Binding Contract:

19.7.1 The Contract is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

CONSTRUCTION CONTRACT

JOHNSTOWN ALLEY UNDERGROUND PRIVATE ELECTRIC SERVICES PROJECT

THIS CONTRACT is made at the Town of Johnstown, Colorado, by and between the **Town of Johnstown, Colorado** (Town), a municipal corporation, and [] (Contractor), a [] corporation, whose address is [].

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK. The Contractor shall execute the entire Work described in the Contract.

CONTRACT DOCUMENTS. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS.

The Contract Documents, except for Modifications issued after execution of this Agreement, are:

- | | | | |
|-----|---|-------------------|----------------|
| 1. | Change Orders; | | |
| 2. | Agreement for Construction Contract; | | |
| 3. | The following addenda, if any: | | |
| | Number | Date | Page(s) |
| 4. | Special Conditions | | |
| 5. | Town of Johnstown Construction Contract General Conditions; | | |
| 6. | Technical Specifications | | |
| 7. | The following Drawings: | | |
| | 2337_Trench and Conduit Plan | 11/25/2024 | |
| | Trench Detail | 11/25/2024 | |
| | Private Elec Bid Form | 11/14/2024 | |
| 8. | Notice to Proceed | | |
| 9. | Notice of Award | | |
| 10. | Invitation to Bid | | |
| 11. | Bid Bond | | |
| 12. | Proposal | | |
| 13. | Information and Instructions to Bidders | | |
| 14. | Performance Bond and Payment Bond | | |
| 15. | Insurance Certificates | | |
| 16. | Work Schedule. | | |

CONTRACT PRICE. The Town shall pay the Contractor on a per unit price basis for the total quantity of Work performed and the completion of the Project according to the Contract, subject to change orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay the Contractor, in accordance with the unit prices of the Bid Schedule, a total amount not to exceed [] DOLLARS (Contract Price), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Town has appropriated sufficient funds for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within **10** calendar days from the Notice to Proceed, and must complete work within **90** calendar days thereafter, on or before **August 1, 2025**.

LIQUIDATED DAMAGES. If the Contractor fails to substantially complete the Work by the date set for substantial completion in the Contract, or if the completion date is extended by a change order, by the date set in the

Town of Johnstown

450 South Parish Ave, Johnstown, CO 80534 | johnstownco.gov | 970-587-4664

change order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$1400.00 for each calendar day that the Work shall remain uncompleted from monies due or that may become due to the Contractor. This sum is not a penalty but is the cost of field and office engineering, inspecting, interest on financing and liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of it that are not completed on time, and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of the Town of Johnstown incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

SERVICE OF NOTICES. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF JOHNSTOWN
ATTN: Matt LeCerf
notices@johnstownco.gov
450 S. Parish Ave
JOHNSTOWN, CO 80534

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Johnstown as to limits, form and amount.

RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; the Contractor's failure to comply with the provisions of the Contract; the Contractor's neglect of materials while constructing the Work; because of any act or omission, neglect or misconduct of the Contractor; because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, materials or process involved are specifically required by Contract; from any claims or amount arising or recovered under the "Workers' Compensation Act," by reason of the Contractor's failure to comply with the act; pollution or environmental liability; or any failure of the Contractor to comply with any other law, ordinance, order or decree. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose, for the Town's use. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor and the Town are adequately protected by public liability and property damage insurance.

The Contractor also agrees to pay the Town all expenses incurred to enforce this "Responsibility for Damage Claim" agreement and if the Contractor's insurer fails to provide or pay for the defense of the Town of Johnstown, its officers and employees, as additional insureds, the Contractor agrees to pay for the cost of that defense.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

STATUS OF CONTRACTOR. The Contractor is performing all work under the Contract as an independent contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the

Contractor nor will the Contractor exercise supervision over any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are obligated to pay federal and state income tax on money earned pursuant to the Contract.** This is not an exclusive contract.

THIRD PARTY BENEFICIARIES. None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person except the Town or the Contractor receiving services or benefits under the Contract shall be only an incidental beneficiary.

INTEGRATION. The Contract is an integration of the entire understanding of the parties with respect to the matters set forth in it.

DEFINITIONS. The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

EXECUTED this _____ day of _____ 2025.

TOWN OF JOHNSTOWN

By: _____
Town Manager

NOTARY BLOCK

State of _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me by Matt LeCerf as Town Manager of the Town of Johnstown, a Colorado municipal corporation, on behalf of the corporation, this _____ day of _____, 2025.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public

CONTRACTOR

By: _____

Title: _____

NOTARY BLOCK

State of _____)

) ss:

County of _____)

The foregoing instrument was acknowledged before me by _____,

(Name of party signing)

as _____ of _____,

(Title of party signing)

(Name of corporation)

a _____ corporation, on behalf of the corporation, this (State of incorporation)

_____ day of _____, 2025.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public

BID FORM**JOHNSTOWN ALLEY UNDERGROUND PRIVATE ELECTRIC SERVICES PROJECT**

PROJECT IDENTIFICATION: JOHNSTOWN ALLEY UNDERGROUND PRIVATE ELECTRIC SERVICES PROJECT

CONTRACTOR IDENTIFICATION NUMBER: _____

THIS BID IS SUBMITTED TO:

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within three days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date of issue	Addenda Number

- (a) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- (b) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.

- (c) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (d) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for themselves any advantage over any other Bidder or over OWNER; and

4. BIDDER will complete the work in accordance with the Contract Documents for the following price(s):

BID SUMMARY:

_____ Dollars (use words)

(\$ _____) (numerals)

Contractor to submit Schedule of Values, in support of Lump Sum Price.

- 5. BIDDER agrees that that the Work will be substantially completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 6. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- 7. The following documents are attached to and made a condition of this Bid:
 - a) Required Bid Bond
 - b) Bidder to provide a tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid per the Instructions to Bidders.

SUBMITTED on _____, 2025.

If BIDDER is:

An Individual

By: _____
(SEAL)

(Individual's Name)

doing business as _____

Business address:

Phone No.: _____

A Partnership

By: _____
(SEAL)

(Firm Name)

(General Partner)

doing business as _____

Business address:

Phone No.: _____

A Corporation

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Name of person authorized to sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address:

Phone No.: _____

A Joint Venture

By: _____
(Name)

(Address)

By: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE

To: Brandon Torrez
 Town of Johnstown
 450 South Parish Ave
 Johnstown, CO 80534

JOHNSTOWN ALLEY UNDERGROUND PRIVATE ELECTRIC SERVICES PROJECT

BID: Pursuant to the request for bids for the above-named work and being familiar with all contractual requirements, therefore, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, plant, transportation, services, and all other things necessary for the completion of the Work, at the following unit and lump sum prices:

See Attached Bid Schedule.

Total Bid _____

BIDDER:

By: _____

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

CERTIFICATE OF INSURANCE

STATE OF _____)
) ss.
 COUNTY OF _____)

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Town of Johnstown shall rely on the information provided.

This information is provided for the Town of Johnstown, Work No. _____.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and
 _____ Surety, are hereby

held and firmly bound unto the Town of Johnstown in the penal sum of _____

_____ (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 2025.

The condition of the above obligations is such that whereas the Principal has submitted to the Town of Johnstown a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

JOHNSTOWN ALLEY UNDERGROUND PRIVATE ELECTRIC SERVICES PROJECT

NOW THEREFORE,

- (A) If said bid shall be rejected, or in the alternate,
- (B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly) completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be void, otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations by any extension of the time within which the Town may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunder set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By: _____.

Principal

_____.

Surety

By: _____.

NOTICE OF AWARD

DATE OF NOTICE OF AWARD: _____

TO: _____

The Town has considered Bids for the above Project in response to its Advertisement to Bidders.

You are hereby notified that the Town accepts your bid for the **JOHNSTOWN ALLEY UNDERGROUND PRIVATE ELECTRIC SERVICES PROJECT** in the amount of _____ (\$ _____).

You are required to execute the Agreement for Construction Contract with the Town of Johnstown and furnish the required Certificates of Insurance and Performance and Payment Bonds within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement for a Construction Contract or furnish the insurance certificates and bonds within ten (10) days from the date of this Notice, the Town will be entitled to consider all your rights arising out of the Town's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Town will be entitled to such other rights as may be granted by law.

The Town of Johnstown

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2025.

CONTRACTOR

By: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Firm _____
Address _____

a _____, hereinafter referred to as “Principal” and
Individual, Partnership or Corporation

Name of Surety _____
Address of Surety _____

hereinafter referred to as “Surety” are held and firmly bound unto the Town of Johnstown, 450 S. Parish, Johnstown, Colorado 80534, hereinafter referred to as “Town”, in the penal sum of _____

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly, severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the Town, dated the ____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

JOHNSTOWN ALLEY UNDERGROUND PRIVATE ELECTRIC SERVICES PROJECT

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Town, with or without notice to the Surety and during the one-year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Town from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Town all outlay and expense which the Town may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any ways affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

INWITNESS WHEREOF, this instrument is executed this ____ day of _____, 2025.

ATTEST:

Principal

Principal Secretary

(SEAL)

By _____

Witness as to Principal

Address

Address

ATTEST:

Surety Secretary

(SEAL)

Surety

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of contract. If contractor is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Firm _____
Address _____

a _____ hereinafter referred to as “Principal” and
Individual, Partnership or Corporation

Name of Surety _____
Address of Surety _____

hereinafter referred to as “Surety”, are held and firmly bound unto the Town of Johnstown, S. Parish St., Johnstown, Colorado, 80534, hereinafter referred to as “Town”, in the penal sum of _____ (\$ _____) in a lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Town, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

JOHNSTOWN ALLEY UNDERGROUND PRIVATE ELECTRIC SERVICES PROJECT

NOW, THEREFORE, if the Principal shall, during the entire length of said contract and any extension thereof, promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work or to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2025.

ATTEST:

Principal

Principal Secretary

By _____

(SEAL)

Witness as to Principal

Address

Address

ATTEST:

Surety Secretary

Surety

(SEAL)

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of contract. If contractor is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.

NOTICE TO PROCEED

DATE OF NOTICE TO PROCEED: _____

TO: _____

You are hereby notified to commence work in accordance with the Contract dated _____, 2025, on or before _____, 2025, and you are to complete the work within **Ninety (90)** consecutive calendar days thereafter, on or before **August 1, 2025**. The date of substantial completion of all work is therefore _____, 2025. The date of completion of all work is therefore _____, 2025.

Please take notice that:

The Contractor and the Town have signed the Contract for the Project and the Contractor has submitted the items requested prior to the beginning of the Work for the Contract.

The Town has approved the Contract.

Therefore, as the Contractor for the above-described work, you are hereby authorized and directed to proceed within [_____] calendar days from and including the date of the Notice to Proceed, as required by the Contract.

TOWN OF JOHNSTOWN

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this _____ day of _____, 2025.

CONTRACTOR

By: _____

Title: _____

NOTICE OF SUBSTANCIAL COMPLETION

Project Name _____

Date of Substantial Completion _____

Contractor _____

Check one of the following and attach the requested document to this notice for required structures.

- ☐ Copy of the signed "Certificate of Occupancy"
- ☐ Copy of the signed "Copy of the Final Inspection Approval Memo from Building Inspections"

PROJECT OR SPECIFIED PART OF PROJECT WHICH IS SUBSTANTIALLY COMPLETE:

The Work performed under this Contract has been inspected by authorized representatives of the Town, Contractor, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed as of the Date of Substantial Completion.

A tentative list of ITEMS TO BE COMPLETED OR CORRECTED is appended hereto. The ITEMS TO BE COMPLETED OR CORRECTED list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work according to the Contract. Items listed on the ITEMS TO BE COMPLETED OR CORRECTED list shall be completed by the Contractor within 60 days of the Date of Substantial Completion.

ISSUED BY: _____

PROJECT MANAGER

ACKNOWLEDGED BY: _____

CONTRACTOR

NOTICE OF CONSTRUCTION ACCEPTANCE

Date of Construction Acceptance: _____

Project Name: _____

Contractor: _____

Project Manager: _____

Please take notice that the Town of Johnstown has accepted the construction work for the Project, as complete. In conformance with Contract, your obligations and guarantees will continue until _____.

Please reference the project name and number stated above and submit your invoice for final payment (in duplicate) to the Project Manager.

TOWN APPROVAL**CONTACTOR**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

NOTICE OF CONTRACTOR SETTLEMENT

This is to notify all persons interested that the Town of Johnstown, Colorado will make final payment to _____, for work completed on JOHNSTOWN ALLEY UNDERGROUND PRIVATE ELECTRIC SERVICES PROJECT.

Said final payment will be made on _____, 2025.

Anyone having claims in conjunction with this project may file same with the undersigned no later than _____, 2025.

TOWN OF JOHNSTOWN

BY _____
Town Clerk

Dated: _____

FINAL RECEIPT AND GUARANTEE

Project Name: _____

Date: _____

Received this date of _____, 2025, as full and final payment of the cost of improvements provided for in the Contract executed by _____,

and Payee on or about _____, 2025, together with all amendments, change orders, and additions thereto, the sum of _____

_____ Dollars (\$_____), being the remainder of the full amount accruing to the undersigned by virtue of said contract and extra work performed thereunder, said payment covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, for the additional consideration of One Dollar (\$1.00) for the execution hereto, and the undersigned hereof releases the Town of Johnstown from any claims whatsoever resulting from said contract and all work performed thereunder.

The undersigned by these present certifies that all persons doing work upon or furnishing materials for said improvements under the foregoing contract and all additions thereto have been paid in full. The undersigned further certifies that all work has been completed in a workmanlike manner in conformity with the plans and specifications. That should any portion of said work or material prove defective within two **(2) years** from the date of final acceptance of the entire project by the Town, the undersigned shall replace any such defective material and remedy any such defective work to the satisfaction of the Town of Johnstown and shall defend, indemnify, expenses, and charge of every kind which may arise as a result of any such defective material and workmanship during said period.

JOHNSTOWN ALLEY UNDERGROUND PRIVATE ELECTRIC SERVICES PROJECT

TOWN APPROVAL

By: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____

SPECIAL CONDITIONS

JOHNSTOWN ALLEY UNDERGROUND PRIVATE ELECTRIC SERVICES PROJECT

SECTION 1 - CONTRACT TIME

- 1.1 The work shall be commenced not later than ten (10) calendar days from and including the date of the Notice to Proceed and shall be substantially complete in a satisfactory and acceptable manner within **90 calendar days** of the Notice to Proceed thereafter, on or before **August 1, 2025**. Prior to the commencement of work, the Contractor shall submit to the Project Manager, for approval, a schedule showing the time of commencement and proposed progress of the work. Contract time count shall be tracked in accordance with CDOT Standards and Specifications Section 108.08.
- 1.2 Any requests for extension of time due to conditions outside of the Contractor's control (including unseasonable inclement weather as defined in "Weather Limitations") shall be made in writing to the Project Manager within three (3) calendar days of that condition.
- 1.3 Delays caused by circumstances, which in the opinion of the Project Manager, are outside of the control of the Contractor will be reason for time extensions.
- 1.4 Work not specifically called out in this document, but which is necessary to complete the work required under this contract, will be considered incidental and a part of the contract and will be performed by the Contractor at no additional cost. The contract unit prices per ton or square yard will be full compensation for all labor, materials, no parking signs, and equipment necessary to complete this project. No separate payment will be made for the materials used in this operation.
- 1.5 The Town reserves the right to require the Contractor to employ additional crews in order to meet schedule requirements as outlined in the approved project schedule. Such crews shall be requested by the Project Manager and provided by the Contractor at no additional cost to the Town.
- 1.6 If the Contractor fails to perform work required under this contract after written notice by the Project Manager, the Town reserves the right to have work done or to perform the work with Town forces and to charge the Contractor for such work.
- 1.7 For purposes of final payment, the construction will not be considered complete until the construction inspection has taken place and the Project Manager approves the Construction Acceptance Form

SECTION 2 - LIQUIDATED DAMAGES

- 2.1 Liquidated damages will be charged as shown in the General Conditions if the project is not complete as specified.

SECTION 3 - WEATHER LIMITATIONS

- 3.1 The Contractor shall suspend work operations at times when satisfactory results cannot be obtained due to rain, freezing temperatures, or other unsatisfactory conditions encountered in the field.
- 3.2 The Contractor is required to plan for normal weather. Normal inclement weather days are included in the contract time. Contract time extensions will be granted if Contractor is delayed by unseasonable inclement weather.
- 3.3 Unseasonable inclement weather shall mean any weather condition sufficient to prevent all construction from proceeding as determined by the Project Manager. Unseasonable inclement weather shall mean any weather condition sufficient to prevent all construction from proceeding as determined by the Project Manager. Contract days due to unseasonable inclement weather shall be disbursed in accordance with CDOT Standards and Specifications Section 108.08.

SECTION 4 - CONSTRUCTION SCHEDULES AND COORDINATION

- 4.1 Prior to commencement of the work, the Contractor shall submit to the Project Manager, for approval, a schedule showing the proposed progress of the work. The Contractor shall supply at each weekly progress meeting an updated construction schedule showing the schedule of work to be performed during the subsequent three week period or a period of time mutually agreed upon by the Contractor and Project Manager.

SECTION 5 - PROGRESS MEETINGS

- 5.1 Progress meetings shall be held on a weekly basis at a time and place designated by the Project Manager. These meetings shall be attended by the Project Manager, Inspector, the Contractor's Superintendent, and representatives of all subcontractors. Progress of the work pay quantities, and the next week's schedule shall be discussed and coordinated at these meetings. Meetings may be held on a more frequent basis if determined necessary by the Project Manager or requested by the Contractor. Meeting notes shall be taken by the Contractor and distributed within 2 working days to the Town.

SECTION 6 - FEES AND PERMITS

- 6.1 The Contractor shall obtain all licenses and permits required to conduct work within the limits of the project work and the Town of Johnstown. No charge will be made for the Town of Johnstown Permit to work within the Right-of-Way. All costs associated with any required permit acquisition shall be considered incidental to the project work and there shall be no additional payment for this activity unless noted otherwise.
- 6.2 A Stormwater Construction Permit from the State of Colorado must be obtained by the Contractor. The Contractor will be required to initiate the application of the permit through Colorado Environmental Online Services (CEOS) and coordinate all required signatures with the Town's Project Manager. All fees associated with acquisition of the Stormwater Construction permit will be paid by the Contractor.

SECTION 7 - METHOD OF MEASUREMENT AND PAYMENT

- 7.1 Work to be completed under this contract will be measured for quantities in accordance with the provisions of the Contract, technical specifications, the Colorado Department of Transportation's (CDOT) Standard Specifications for Road and Bridge Construction, and the National Electrical Code as may be applicable. Payment shall be made on the basis of actual measured quantities for the various construction pay items, said prices to include all costs of labor, materials, and equipment necessary to complete the work items.
- 7.2 All work completed under the contract shall be measured jointly by the Town's Project Inspector and the Contractor's authorized representative. Lump sum items will not be measured but are to include the full bid item as described in Technical Specifications.
- 7.3 All pay units are to include all necessary incidental work.
- 7.4 Periodic pay applications should be submitted monthly by the 2nd Thursday of each month for work items installed during the preceding month. For example, invoicing for work completed during April should be submitted no later than the 2nd Thursday in May.
- 7.5 Quantities for monthly pay applications must be submitted to the Town on a Town supplied form. This form shall be submitted to the Project Manager following approval from the Town Project Inspector, Contractor's superintendent, and Contractor's project manager.

SECTION 8 - WORK HOURS

- 8.1 Work hours within the limits of the Town shall be from 8:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 4:00 PM on Saturday except for public holidays observed by the Town of Johnstown. Weekend or holiday work shall only be allowed by prior written permission of the Town but shall not be unreasonably disallowed.

SECTION 9 - USE OF PRIVATE PROPERTY

- 9.1 The Contractor shall not park any vehicle, equipment, or stockpile materials on private property without prior written permission of the owner submitted to the Project Manager. When materials and equipment are stored on private property, it shall be returned to equal to or better than the condition prior to using the property.

SECTION 10 - USE OF STREETS BY TRUCKS AND COMMERCIAL VEHICLES

- 10.1 The Contractor and all subcontractors shall comply with the regulations set forth in the Town of Johnstown Municipal Code Chapter 8 – Vehicles and Traffic. Special attention to the following sections:
- 10.1.A Article III §8-42 – Parking Restricted. No person shall park or allow to be parked any truck-tractor/semitrailer vehicle or combination vehicle with a length of thirty-five (35) feet or more and/or a weight of twenty thousand (20,000) pounds or more on any property, streets or alleys located within the SF-1, SF-2, PD-M or CBD zoning districts, except when such parking is reasonably necessary to actively render services to the property where parked.
- 10.1.B Article III §8-44 – Idling. Motor vehicles that weigh more than ten thousand (10,000) pounds (mostly trucks) are hereby forbidden from idling longer than fifteen (15) minutes in any hour unless stopped due to traffic congestion. Moreover, said vehicles shall not idle within one hundred (100) feet of a residential area from 10:00 p.m. to 7:00 a.m. unless parked in the designated area.
- 10.1.C Article V §8-83 – Mandatory routes for overweight trucks. A copy of the Truck Route Map for the Town of Johnstown shall be provided by the Town.
- 10.1.D All trucks weighing over seven thousand (7,000) pounds empty weight are prohibited from traveling on all streets, alleys, viaducts, bridges, or other public ways in the Town except on designated truck routes. Trucks of larger sizes may use the prohibited streets to make deliveries on such streets or nearby streets, provided that such trucks use the shortest route between an established truck route and point of delivery. Violations are subject to the penalties provided under Article IV of Chapter 1 of this Code, except the minimum fine for a conviction of a violation of this Section shall be five hundred dollars (\$500.00).
- 10.1.E Exceptions. The Town Council may, under appropriate circumstances for which this Article was not intended, such as the application to local farmers who have a necessity for transporting their farm products through traditional routes, provide for, by resolution, those exceptions, rules, and regulations governing the same.

SECTION 11 - CLEANING OF ROADS AND RIGHT-OF-WAY DURING CONSTRUCTION

- 11.1 The Contractor will be responsible for the daily removal and proper disposal of all construction debris, dirt, and mud from all public streets (inlet protection needs to be provided when working in the vicinity of inlets), private driveways and parking lots within or adjacent to the project area, whether caused directly by the Contractor's construction operation or that of his subcontractors and/or materials suppliers, or indirectly due to the site conditions in general.
- 11.2 The Contractor will be responsible for any damage caused due to his maintenance and/or cleaning operations, or the lack thereof.

- 11.3 No separate payment will be made for this work and all costs in connection there with will be considered incidental to the contract.
- 11.4 If this work is not completed within 48 hours of receiving verbal notification by the Inspector, the Town shall contract with another company to clean the area and back charge the Contractor.
- 11.5 Sweeping equipment such as skid steer mounted sweeping attachments and sweeping trucks shall employ the use of water to reduce the production of dust. Sweeping operations occurring immediately prior to the application of asphalt tack may receive exception from this requirement. During asphalt patching operations the use of backpack blowers to remove debris from the roadway is not allowed.

SECTION 12 - DISTRIBUTION OF CONSTRUCTION NOTICES

- 12.1 The Contractor shall deliver construction notices to all residences and businesses adjacent to the construction work. Notices shall be submitted for approval to the Town of Johnstown Public Works Department and shall be delivered by the Contractor at least 48 hours and no more than 72 hours in advance of the construction work. Notices shall include the scheduled date for the work (added to the notice by the Contractor), anticipated duration of work, contact information and other information, as applicable. No separate payment will be made for this work and any costs in connection therewith shall be considered incidental to the Contract.

SECTION 13 - EXISTING SITE CONDITIONS

- 13.1 Prior to starting work on the project, the Contractor will walk the project in the areas scheduled for work to document the conditions of fences, curbs, walks, drives, asphalt, lawns, sprinklers, landscaping, and any other existing improvements that are to remain on both public and private property. The Contractor may supplement written documentation of existing conditions with photographs.
- 13.2 The Contractor at the Contractors expense will replace any existing improvements damaged by the Contractor.

SECTION 14 - INSPECTIONS

- 14.1 Town of Johnstown Public Works, consultants, and Town inspectors as appropriate shall observe all work during construction. All inspection work is to be coordinated through the Project Manager. Questions or problems should be directed to the Project Manager, who will be responsible for contacting the appropriate personnel, unless specifically directed otherwise.

SECTION 15 - CONTRACT SPECIFICATIONS

- 15.1 The Contractor must have a copy of all applicable specifications on the job site at all times. In addition, the Contractor shall have a copy of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- 15.2 The project documents are intended to describe and provide adequate information to complete the work. In case of a discrepancy, calculated dimensions will govern over scaled dimensions; Colorado Department of Transportation Standards shall govern over the Town of Johnstown Standards.
- 15.3 All work will be performed in accordance with these Conditions, Technical Specifications, Construction Plans, Applicable State/Federal standards, National Electric Code Latest Edition, applicable Town of Johnstown Construction Specifications, and the CDOT "Standard Specifications for Road and Bridge Construction 2023". In case of conflicts, the following order of precedence shall govern:
 - 1. Contract Agreement
 - 2. Construction Plans

3. 2023 National Electric Code
4. Technical Specifications
5. NFPA 70 E Specs, IEEE Standards, OSHA Regulations, Local Building Codes, IBC, ANSI Standards, UL Standards
6. Colorado Department of Transportation Specifications for Road and Bridge Construction 2023
7. Town of Johnstown Design Criteria & Construction Regulations & Specifications

- 15.4 The Contractor shall not take advantage of any apparent error or omission in the specifications. In the event the Contractor discovers an error or discrepancy, it shall immediately be brought to the attention of the Project Manager for clarification and decision. The Project Manager's decision will be final.

SECTION 16 - STORAGE OF MATERIALS

- 16.1 The Contractor will be responsible for acquisition of any storage facilities necessary for completion of the work. Any storage of construction materials within road right-of-way for more than six hours will be prohibited unless previously approved as part of the required traffic control permit.

SECTION 17 - TRAFFIC CONTROL

- 17.1 The Contractor will designate a Traffic Control Supervisor, who will be responsible for traffic control management at all times for the duration of the project. Any change in Traffic Control Supervisor must be approved in advance by the Project Manager. The Traffic Control Supervisor may be either of the following:
- An employee of the Contractor, other than the superintendent.
 - An employee of a firm which has a subcontract for overall traffic control management for the Project.
- 17.2 The Traffic Control Supervisor and all Flagging Personnel shall be certified through either American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association (CCA).
- 17.3 Traffic will be directed through the project with signs, barricades, flag persons or pilot cars as necessary to protect the work and for the safety of the public. Traffic control will be accomplished in accordance with the general conditions of the "Manual on Uniform Traffic Control Devices" published by the U.S. Department of Transportation, Federal Highway Administration.
- 17.4 The Contractor will submit to the Project Manager, in writing, the proposed methods of handling traffic 7 days prior to the start of construction. The key elements of the Contractor's method of handling traffic (MHT) are outlined in CDOT's subsection 630.09. The proposed methods will include, as a minimum, the following:
- 17.4.A A diagram which shows the typical location of all sign placements, including advance construction signs, speed limit and appropriate warning signs, method, length and time duration for lane closures, and location of flag persons.
- 17.4.B A tabulation of all traffic control devices for a typical construction site.
- 17.4.C Number of flag persons to be used.
- 17.4.D Approval of the proposed method of handling traffic in no way will relieve the Contractor of liability specifically provided for in the contract.
- 17.5 Temporary street closures may be allowed on Local Access streets between the hours of 8:00 a.m. and 4:00 p.m., when approved by the Project Manager, and as allowed for in the approved Traffic Control Plan. When allowed to temporarily close Local Access streets, the Contractor will make every effort to maintain

their work schedule and avoid potential delays. Local access traffic must be maintained even when temporary street closures are allowed.

- 17.6 The Contractor is cautioned that all personnel vehicle parking will be prohibited where it conflicts with safety, access, or flow of traffic.
- 17.7 Traffic lanes through construction areas will be maintained as shown on the approved traffic control plans or with a clear width of at least ten feet per lane. When directed by the Project Manager, the Contractor will provide and maintain an acceptable temporary asphalt surface for temporary roads or driveways. During non-construction periods (evenings, weekends, holidays, etc.) all work equipment, materials, and traffic control devices will be removed from the right-of-way and all traveled lanes will be free of hazards and open to traffic unless a specific traffic control plan has been approved by the Public Works Division for use during these time periods. Traffic Control Inspection is required for every calendar day, on all when project work, where traffic control devices are in use, masked, or has been turned away from traffic. All traffic control inspection shall be performed by certified traffic control supervisors (TCS). The TCS will be required to supply a daily log of all inspection activities for each calendar day of traffic control inspection performed. Traffic control inspection shall be considered incidental to the project work and there shall be no additional payment for this duty. Traffic control inspection shall not be paid as Traffic Control Supervisor.
- 17.8 Temporary “No Parking” signs will be provided by the Town. The Contractor should take care not to damage the signs and must return the signs to the Town at the completion of the project. The placement of “No Parking” signs will be the responsibility of the Contractor. All costs associated with placing, relocating, removing, and returning such signs shall be incorporated into Barricades and Traffic Control. “No Parking” signs shall be placed no less than 48 hours prior to the start of any work that will limit parking. For example, a no parking enforcement period scheduled to start at 7 a.m. on a Thursday shall be posted for no parking no later than 7 a.m. the preceding Tuesday. If a vehicle is in conflict with the Contractor’s operations and the 48-hour notice requirement has not been fulfilled the conflict vehicle will not be relocated until the 48-hour notice has been met. This requirement will be strictly enforced.
- 17.9 The Contractor will not proceed until all aspects of the traffic control have been addressed.
- 17.10 Traffic control configurations that require any closures to traffic on any street or intersection must be approved prior to implementation. A minimum 48-hour notice of the full closure must be given to the Town so that emergency personnel can be notified beforehand.

SECTION 18 - ON-SITE SUPERVISOR

- 18.1 The Contractor shall name a supervisor of the project at the preconstruction meeting to be approved by the Project Manager. This Supervisor shall be on the job site at all times during construction. This Supervisor shall be assigned to this project for the entire duration of the project.
- 18.2 The Contractor's supervisor cannot be changed without prior approval by the Project Manager.

SECTION 19 - AUTHORITY OF THE PROJECT MANAGER

- 19.1 The Project Manager shall decide any and all questions which arise regarding the specifications, details, quality, and acceptability of materials furnished, work performed, and to the manner of performance and progress of work.

SECTION 20 - CONDUCT

- 20.1 The Contractor understands that when entering into this contract that they are representing and working for the Town of Johnstown.

- 20.2 The Contractor and the Contractor's employees will be required to treat citizens and motorists with a helpful and courteous nature regardless of the situation. All work and behavior of the work force shall comply with the Town of Johnstown Ordinances. Non-compliance by the Contractors work force may result in termination of the contract at the discretion of the Town of Johnstown.

SECTION 21 - STORMWATER QUALITY

- 21.1 The Contractor is required to develop a Stormwater Management Plan (SWMP) in compliance with both state and Town permit requirements. A copy of this SWMP must be submitted to the Town.
- 21.2 The Contractor is responsible for protecting stormwater quality through the use of Best Management Practices (BMPs). For each pollution source, the Contractor must implement BMPs to prevent that pollutant from entering the Municipal Separate Storm Sewer System (MS4) or being transported to the MS4 via streets, sidewalks, or other surfaces. All BMPs must be appropriate for the pollution source and installed and maintained in a manner to ensure that they function properly for the duration of their use.
- 21.3 Common pollution sources and BMPs are discussed below; this list is not inclusive. The Contractor must control all pollution sources through the use of BMPs. All BMPs must meet the requirements of the Town of Johnstown Municipal Code, Town of Johnstown Design Standards and Construction Specifications, Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual Volume 3 – Best Management Practices, or Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, unless otherwise approved by the Town.
- 21.3.A All inlets within 100 ft down gradient of the work shall be protected according to the inlet conditions, i.e., sump conditions or on-grade. If rock socks are used but not well maintained, the Town may require use of a replacement product that does not contain rocks.
- 21.3.B All discharges from saw cutting shall be contained to the immediate work area and runoff of the resulting slurry shall be minimized to the maximum extent practicable. Saw cut slurry shall be vacuumed up in conjunction with the cutting and disposed of properly.
- 21.3.C Concrete washouts must be designed to prevent run-on and contain all wash water and concrete material. Concrete washouts in stockpiles of material are not allowed.
- 21.3.D Materials, including but not limited to stockpiles, chemicals, equipment, or waste/recycle locations shall be stored, used, and controlled in a manner to prevent the release of pollutants to the MS4. Stockpiles, chemicals, and waste/recycle locations shall not be placed or stored in the drainage flow line. Additional BMPs may be required related to Stockpiles, chemicals and waste/recycle so they are covered and not in direct contact with the ground, have secondary containment, are in leak proof containers. Rock socks, removal of waste/recycle, spill kits, or equipment maintenance areas may also be needed in some cases.
- 21.3.E If needed, street sweeping shall be performed on a daily basis at the end of the work day.
- 21.3.F Portable toilets shall be out of the drainage flow line and staked or otherwise secured.
- 21.4 BMPs that are installed for control of pollutants from temporary activities such as construction, must be removed once the site or location is in a condition where the BMPs are no longer needed to prevent pollutants from entering the MS4. The Contractor shall remove BMPs when they are no longer needed.
- 21.5 Upon notification of failure to adequately control pollution sources through use of BMPs, the Contractor will correct the failure(s) immediately.

SECTION 22 - AREAS REQUIRING ADDITIONAL COORDINATION

- 22.1 At the start of the project there will be an established project sequence that the Contractor should follow. The Contractor should follow this route but may have opportunities to diverge from the sequence if approved by the Town. Also see the following descriptions of work/areas that will require some additional discussion/coordination as the project progresses.

SECTION 23 - UTILITY COORDINATION

- 24.1 Upon issuance of the Notice to Proceed, the Contractor shall be responsible for the contact, notification and coordination of any work associated with the relocation, adjustment and conflict of utilities located within the project limits. Delays associated with the relocation, adjustment and conflict of utilities will not be considered a compensable delay. All utility coordination work shall be considered incidental to the project. There shall no additional payment for this work except as indicated by these specifications.

Project Specifications

All Construction Shall Be In Accordance With The Colorado Department Of Transportation, Division Of Highways, Standard Specifications For Road And Bridge Construction, Dated 2023, And As Subsequently Revised, The Standard Plans (M-Standard), Dated July 2019, And As Subsequently Revised, and the Town of Johnstown Design and Construction Standards.

All Electrical work shall comply with the 2023 National Electrical Code, NFPA 70E Specs, IEEE Standards, OSHA Regulations, Local Building Codes, International Building Codes, ANSI Standards, and UL Standards.



2025 West Parish Alley Electrical Package Addendum #1

To all plan holders of the 2025 West Parish Alley Electrical Package contract documents. Please acknowledge receipt of this Addendum No. 1 dated December 02, 2024 on the Bid Form. Bid Due: January 10, 2025, at or before 2:00 pm MST.

The following revisions are hereby made to the Contract Documents:

December 02, 2024

The mandatory pre-bid meeting will be held on **Wednesday December 11, 2024 at 2:00PM MST** at the Town of Johnstown Town Hall located at 450 S Parish Ave Johnstown, Colorado 80534.

END OF ADDENDUM #1



2025 West Parish Alley Electrical Package Addendum #2

To all plan holders of the 2025 West Parish Alley Electrical Package contract documents. Please acknowledge receipt of this Addendum No. 2 dated December 11, 2024 on the Bid Form. Bid Due: January 10, 2025, at or before 2:00 pm MST.

The following revisions are hereby made to the Contract Documents:

December 11, 2024

Prebid attendance sheet is attached to this addendum.

Questions:

- 1. Are the new meters being placed on the front side of the businesses or backside?**
 - a. New & existing meters are located on the back of the business properties toward the alley.
- 2. Would cutovers need to occur overnight?**
 - a. The contractor/Town/Xcel will need to coordinate the best times to schedule cutovers as to provide the least amount of impact as possible. An example being that Santiago's located at 12 S Parish Street does not operate on Sundays. For this business the best time for a cutover would occur on Sunday for lesser impact to the business owner. The Town does not foresee night cutovers needing to occur.
- 3. Does the work need to be done as outlined in the RFP ahead of Xcel?**
 - a. The Town's earlier phases of the sanitary sewer and Xcel gas are scheduled for March & April of 2025. The Town's goal is to have this electrical scope substantially complete (ready for cutover) as to avoid Xcel Energy delays in them not starting their work because of the service laterals. The Town will work with the contractor as to a mutually agreed upon schedule to be of lesser impact and to not delay Xcel Energy.
- 4. The trench detail shows a depth of 24", Xcel & NEC requirements are 30" bury depth.**
 - a. The bury depth will be 30" to meet NEC and Xcel requirements for the service conductor. The trench detail will be revised for the contractor that is awarded the project.
- 5. Can the Town explain the permitting process?**
 - a. Right of Way permit will need to be acquired from the Town for traffic control. No cost to the contractor.
 - b. Electrical Permitting
 - i. The contractor will apply for a modified electrical service with the Town of Johnstown for each business and residence address within the project for which new meters are being placed for Xcel. The inspector will be coordinated with by the contractor to inspect items as necessary. The Town has been in communication with the inspector about this project regarding needs and timing.



6. What type of traffic control will be needed?

- a. This will be up to the contractor. The contractor may place 'Road closed Ahead' signs at the north and south end of the alley. Then the contractor may place hard closures with barricades where the contractor is activity working within the alley and private business. The contractor will need to coordinate with the Town as to inform the businesses of anticipated closures as to provide less impacts and inconvenience. Trash service and deliveries will still need to occur for the business owners.

Field Meet Questions

7. Has Xcel been informed of the construction schedule?

- a. Yes, the Town and design consultant, BHA, have worked with Xcel on the proposed construction time as indicated within the project manual. Xcel has agreed with those proposed construction time frames

8. Is there an option to bore rather than trench?

- a. Yes, the contractor may bore rather than trench for their means and methods. The alley right of way will have the asphalt removed from the prior sanitary sewer phase which will allow the contractor to bore within the ROW toward the businesses.

9. Will the electrical inspector know to only inspect the work being performed rather than the whole building as being brought up to code which would include interior modifications?

- a. The Town would inform the electrical inspector that the inspection occurring for code compliance would be for this projects scope of work only. Anything related to interior improvements would be done by the business owner/homeowner at their own cost and with their own separate permit.

10. Based on the existing location of the electric panel going outside vs the new location more wall conduit and a J-box may be needed at the cutover time.

- a. Understood contractor to determine and plan for what will need to occur during the cutover to limit outages to the property owner.
- b. If additional wall mount conduit is needed the item could overrun as it is a unit-based contract.

11. Is any alley pavement removal/replacement included within the quantities?

- a. No, this is anticipated to be complete by an earlier phase for the asphalt within the alley right of way. The removal and patch back quantities are on the private property.

END OF ADDENDUM #2



I. Pre-Bid Sign In



2025 West Parish Alley Electrical Package Addendum #3

To all plan holders of the 2025 West Parish Alley Electrical Package contract documents. Please acknowledge receipt of this Addendum No. 2 dated December 11, 2024 on the Bid Form. Bid Due: January 10, 2025, at or before 2:00 pm MST.

The following revisions are hereby made to the Contract Documents:

January 3, 2025

No additional questions were asked by the deadline for questions dated December 18, 2024.

END OF ADDENDUM #3

West Parish Alley Electric Bid Results			
Contractor	Bid Amount	Amount Above Low Buid	% of Low Bid
Morton Electric	\$ 616,187.08		
Conduct All Electric	\$ 783,954.09	\$ 167,767.01	127.23%
Ward Electric Company, Inc.	No Bid		



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: January 22, 2025

SUBJECT: Contract Between the Town of Johnstown and Connell Resources for Design Build Services to Replace the East Parish Avenue Alley Sewer Main

ACTION PROPOSED: Consider awarding the contract between the Town of Johnstown and Connell Resources for design build services to replace the East Parish Avenue alley sewer main

ATTACHMENTS:

1. Exhibit A – GMP Exhibit (Budget for Cost)
2. Exhibit B – Construction Schedule
3. Design Build Institute of America (DBIA) Contract
4. Conceptual Design - East Parish Alley Sewer Rehabilitation

PRESENTED BY: Ellen Hilbig, Utilities Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award a design build contract to the construction contractor Connell Resources, Inc to replace the sewer main in the east Parish Avenue alley.

Over the course of the last two years, Town Staff has responded to a number of customer backups and breaks on the existing 6-in clay sewer line located in the alley on the east side of Parish Avenue between Charlotte Street and State Highway 60. The smaller sewer size and condition of the clay pipe has created a scenario where operations has had to limit maintenance outside of emergency calls due to the risk of a potential collapse.

Due to the amount of construction risk associated with this sewer replacement and level of field investigation required, Staff felt that it was in the best interest of the project to initiate a design build project delivery. In April of 2024, the Town entered into a professional services agreement with JUB Engineers, Inc to provide a concept level sewer design to be used to obtain a qualified contractor. The conceptual design was completed in July and in August, Staff reached out to the following construction firms; Zak Dirt, EZ-Excavating and Connell Resources to request construction proposals for the project. Zak Dirt declined to bid on the project due to bandwidth, EZ-Excavating attended a project site walk but declined to provide a cost proposal. Connell Resources, Inc. was the only contractor to provide a guaranteed maximum price of \$858,672.75 with construction scheduled to start in May of

2025 to allow for the necessary utility potholing to finalize the design and development of a construction communication strategy for local businesses.

The high risk of failure and downtown business impact is driving the need to request the award of an unbudgeted 2025 sewer rehabilitation project. The original plan had been to bring this project before council and complete construction in 2024.

STRATEGIC PLAN ALIGNMENT:

- Healthy & Resilient Economy
 - *Invest in the development of a vibrant and interconnected downtown*
- Quality Infrastructure & Facilities
 - *Ensure future viability of infrastructure and facilities*
 - *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

The Town Attorney reviewed the DBIA Contract form with this for a previous Town project.

FINANCIAL ADVICE:

Funding was not allocated in 2025 for the project and there may be a need for a budget amendment based on the progression of budgeted projects in the 2025 fiscal year.

RECOMMENDED ACTION: Staff recommends the award of the contract between the Town of Johnstown and Connell Resources for design build services in the amount of \$858,672.75 to replace the east Parish alley sewer main.

SUGGESTED MOTIONS:

For Approval: I move to award the contract between the Town of Johnstown and Connell Resources for design build services in the amount of \$858,672.75 to replace the east Parish alley sewer main.

For Denial: I move to deny the contract between the Town of Johnstown and Connell Resources for design build services to replace the east Parish alley sewer main.

Reviewed and Approved for Presentation,



Town Manager

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



QUOTATION

Estimator: Bill Anderson

Date: 8/2/2024

Submitted To: Town Of Johnstown	Bid Title Alley Sewer Rehabilitation
Address: 450 S Parish Ave Johnstown, CO 80534	Bid Number:
Contact: Ellen Hilbig	Project Location:
Phone: 970-587-4664	Project City, State: Johnstown, CO
Fax: 970-587-0141	Engineer/Architect: J-U-B Engineers, Inc.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A. General Conditions					
GC.01	Mobilization / Site Management	1.00	LS	\$72,669.84	\$72,669.84
GC.02	Performance And Payment Bonds	1.00	LS	\$7,234.15	\$7,234.15
GC.03	Construction Surveying	1.00	LS	\$5,051.61	\$5,051.61
GC.04	Geotechnical Testing	1.00	LS	\$14,877.33	\$14,877.33
GC.05	Pothole Existing Utilities	80.00	HR	\$438.12	\$35,049.60
GC.06	Project Design	1.00	LS	\$67,155.00	\$67,155.00
GC.07	Project Contingency	1.00	LS	\$83,250.00	\$83,250.00
GC.08	Landscape Allowance (Replace 2 Trees & Irrigation)	2.00	EACH	\$1,665.00	\$3,330.00
GC.09	2025 Escalation	950,000.00	DLR	\$0.06	\$57,000.00

Total Price for above A. General Conditions Items: \$345,617.53

B. Removals

RMV.01	Clear And Grub	1.00	ACRE	\$5,278.90	\$5,278.90
RMV.02	Asphalt Removal Milling Assume 6"	762.00	SY	\$38.72	\$29,504.64
RMV.03	Remove Concrete Flatwork 6"	1,350.00	SF	\$4.00	\$5,400.00
RMV.04	Remove Curb And Gutter	120.00	LF	\$16.31	\$1,957.20
RMV.05	Remove Existing Manhole	1.00	EACH	\$3,627.23	\$3,627.23
RMV.06	Remove Existing Fire Line	120.00	LF	\$30.23	\$3,627.60
RMV.07	Remove Existing Sanitary Sewer Pipe	547.00	LF	\$30.13	\$16,481.11
RMV.08	Sawcut Asphalt 6"	1,200.00	LF	\$1.39	\$1,668.00

Total Price for above B. Removals Items: \$67,544.68

D. Earthwork

EW.01	Fine Grade Curb And Gutter	120.00	LF	\$21.07	\$2,528.40
EW.02	Fine Grade Concrete Cross Pan	765.00	SF	\$4.32	\$3,304.80
EW.03	Fine Grade Concrete Sidewalks	585.00	SF	\$2.83	\$1,655.55
EW.04	Subgrade Preparation (+/- 0.1 Ft) Asphalt Pavement Alley	650.00	SY	\$17.87	\$11,615.50
EW.05	Subgrade Preparation (+/- 0.1 Ft) Asphalt Pavement City Streets	112.00	SY	\$103.18	\$11,556.16

Total Price for above D. Earthwork Items: \$30,660.41

E. Sanitary Sewer

SS.01	8" Sewer, < 8' Depth	548.00	LF	\$193.92	\$106,268.16
SS.02	Sewer Manhole 48"	2.00	EACH	\$5,300.79	\$10,601.58
SS.03	Tie In To Existing Sanitary Sewer Manhole	2.00	EACH	\$3,681.48	\$7,362.96
SS.04	Sanitary Sewer Bypass Pumping	10.00	DY	\$2,872.12	\$28,721.20
SS.05	Reconnect Existing Sewer Service (Assume 8" X 6" Service)	19.00	EACH	\$1,704.01	\$32,376.19
SS.06	Adjust Manhole In Asphalt Pavement	4.00	EACH	\$1,731.35	\$6,925.40

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price	Item #8.
SS.07	Flow Fill Street Crossings Sewer	120.00	CY	\$164.62	\$19,754.40	
Total Price for above E. Sanitary Sewer Items:					\$212,009.89	

G. Waterline

W.01	6" PVC Waterline	120.00	LF	\$152.26	\$18,271.20	
W.02	6" Joint Restraint	5.00	EACH	\$530.26	\$2,651.30	
W.03	6" Tie To Existing	1.00	EACH	\$2,583.61	\$2,583.61	
W.04	6" 90 Bend	1.00	EACH	\$1,080.67	\$1,080.67	
Total Price for above G. Waterline Items:					\$24,586.78	

J. Concrete Flatwork

CF.01	Concrete Pan (8" Thick)	765.00	SF	\$21.39	\$16,363.35	
CF.02	Concrete Curb And Gutter 18" Vertical	381.00	LF	\$43.93	\$16,737.33	
CF.03	Concrete Sidewalk Pavers Allowance	585.00	SF	\$17.34	\$10,143.90	
CF.04	Concrete Slot Drain 5" X 10 Ft	1.00	EACH	\$3,063.47	\$3,063.47	
CF.05	Concrete Chase Drain 2'6" X 7 Ft	1.00	EACH	\$606.91	\$606.91	
Total Price for above J. Concrete Flatwork Items:					\$46,914.96	

K. Asphalt Paving

AC.01	Asphalt Paving Alley 5" Asphalt / 8" Class 5 Agg Base / Soil Sterilant	650.00	SY	\$113.97	\$74,080.50	
AC.02	Asphalt Paving Streets 5" Asphalt / 8" Class 5 Agg Base	112.00	SY	\$210.50	\$23,576.00	
AC.03	Pavement Marking	1.00	LS	\$3,330.00	\$3,330.00	
Total Price for above K. Asphalt Paving Items:					\$100,986.50	

L. Traffic Control

64-200	Traffic Control	1.00	LS	\$27,952.02	\$27,952.02	
64.300	Pedestrian Fencing At Ace Hardware	1.00	LS	\$2,399.98	\$2,399.98	
Total Price for above L. Traffic Control Items:					\$30,352.00	

Total Base Bid Price: \$858,672.75

Grease Trap Alternate

E. Sanitary Sewer

ALLOW.01	Grease Interceptor 1,500 Gallon	6.00	EACH	\$22,721.75	\$136,330.50	
Total Price for above E. Sanitary Sewer Items:					\$136,330.50	

Notes:

• Pricing

- Quote is valid 30 days from the date on the quote. After 30 days, prices are subject to change due to fluctuating market conditions and commodity pricing.
- Unit prices are quoted. Final invoice amount will be determined based upon measurement of actual units of work completed.
- Asphalt cement pricing changes monthly, pricing subject to adjustment.
- Diesel fuel price escalation will be required if reported cost of On Highway diesel fuel exceeds \$4.50 / Gallon based on the US Department of Energy's Rocky Mountain Average price. Escalation will be detailed based on work to complete and diesel fuel rates. Fuel rates will be based reported pricing from the following link: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r40_w.htm
- All work is subject to negotiation of acceptable contract terms, a mutually agreeable schedule, and the execution of a signed contract. No work will be undertaken without the execution of a signed Contract Agreement.

- **Scope Clarifications**

1. Pricing is based upon preliminary plans titled "Alley Sewer Rehabilitation" dated May 2024, sheets G-001, G-002, G-003, C-201, and C-501, prepared by JUB Engineers, Inc. No Geotechnical Report or pavement design was provided.
2. Pavement drainage designed with less than 1.5% cross slope or fall or rehabilitation paving work without 1.5% obtainable cross slope or fall will not be guaranteed for complete drainage and minor ponding may occur.
3. Pavement subgrade to be received at +/- 0.10'. Import or export of material is excluded.
4. Connell is a Colorado State Certified Underground Fire System Installer only. Connell will install the fire line as designed on "For Construction Drawings". Sponsor is responsible for scheduling certified fire protection contractor and fire line inspector for inspection of underground installation, conducting pressure tests, and blowing off fire line. Connell will complete these tests once.
5. If Connell encounters hazardous materials on the job site, as defined by federal, state, or local authorities, which were not brought to the site by Connell, we will not be responsible for handling, storing, or disposing of such materials, nor for complying with any laws, regulations, or ordinances related to the handling, storage, or disposal of hazardous materials. Connell is not obligated to continue work in the vicinity of hazardous materials if, in Connell's sole opinion, they pose a threat to the health and safety of Connell personnel. Any delays in Connell's work caused by the presence of hazardous materials on the job site will result in an extension of Connell's performance time under this Agreement for a corresponding duration.
6. Taxes are included per project jurisdiction, unless the project is tax exempt. Sponsor to provide tax exempt certificate prior to material procurement.

Item #8.

- **Schedule**

1. Please ensure that initial schedule requests are submitted with a minimum of 4 weeks notice.
2. Standard work hours are 7:00 am – 5:00 pm, Monday through Friday.

- **Exclusions**

1. This estimate does not include environmental site assessment; quality control or acceptance testing; construction surveying or drainage facility certification; engineering; frost removal or winter protection; street sweeping/cleaning for work by others; traffic control; maintenance of erosion control for others; prairie dog removal, relocation, or extermination; landscaping, seeding, or revegetation; rock excavation of any type that requires ripping, blasting, or grinding.
2. This estimate does not include warranty periods exceeding one year.
2. This estimate does not include permits (e.g., city building, development construction, wastewater discharge, stormwater discharge (NPDES), street cut, air quality, access, right-of-way, underground fire line)
3. This estimate does not include fees (e.g., development, inspection, utility connection, meters, tap, etc.); acquisition of any access points, easements, or rights-of-way.
4. The estimate does not include dewatering. If dewatering is necessary, obtaining the State permit requires a minimum of 30 days. If the State requires groundwater sampling as part of the permit process, an additional 60 days and cost will be incurred. Connell excludes testing and/or treatment of groundwater determined to be contaminated by Federal, State, or local agencies.
5. This estimate does not include subgrade stabilization, over-excavation and/or soft spot repairs. If encountered, this work will be completed on a time and material basis, per the direction of the Sponsor and/or Geotechnical Engineer.

CONDITIONS AND AGREEMENTS

1. **WITHDRAWAL OF QUOTATION:** This quotation from Connell Resources, Inc. ("Connell") may be withdrawn or altered if it is not accepted by the named sponsor (the "Sponsor") within thirty (30) days from the date of issue.
2. **PERFORMANCE:** The delivery of materials and performance of services as quoted herein are subject to delays that may arise from circumstances beyond Connell's control, including work of other Contractors. The completion date is subject to: weather conditions, labor shortages, fuel or material shortages, fire, government authority or regulation, acts of God, pandemics, design or engineering changes, mechanical failures, and other reasonable circumstances not listed here.
3. **SPONSOR'S RESPONSIBILITIES:** The Sponsor is responsible for providing all necessary easements and adequate working rights-of-way. Additionally, the Sponsor will cover all costs related to design engineering, inspections, and quality control testing, unless specified otherwise.
4. **DESIGN AND ENGINEERING SERVICES:** The Sponsor acknowledges that Connell is not providing professional design or engineering services. The Sponsor is solely responsible for conducting, or hiring qualified professionals to conduct, all such services at their expense. Connell shall not be held liable for any damages resulting from design or engineering services performed by the Sponsor, the Sponsor's representatives, or third parties.
5. **PAYMENT TERMS:** Upon Request, Sponsor shall submit 10% of the Contract Price to Connell at the time of executing this Agreement along with verification of financing for the remainder of the Contract Price from the funding source. Connell shall submit a Pay Estimate at the completion of the Project or monthly as necessary. Pay Estimates will be processed by Sponsor. Sponsor shall pay the amount due on any pay estimate, no later than thirty (30) days after Connell has submitted a periodic pay estimate. Payments due but unpaid shall bear interest from the date payment is due at the prime rate plus 6% compounding daily.
6. **QUANTITY DETERMINATION AND BILLINGS:** In the case of any unit price quotation, the quantities shall be confirmed through in-field measurement after construction. The total amount to be paid by the Sponsor will be determined by multiplying the verified quantities by the unit prices specified for those quantities. Unless explicitly designated as a lump-sum quotation, this quotation shall be considered a unit price quotation.
7. **EXTRA WORK:** Connell will promptly notify Sponsor in writing of work or conditions encountered that were not included in original scope of work. The parties agree to engage in negotiations for a written and signed agreement for the extra work within three (3) working days of the notice date. If such a written agreement is not reached within three (3) working days, and Connell has not received written authorization for the extra work from the Sponsor, Connell may, at its

- sole discretion, stop work as it deems it necessary.
8. **DEFAULT:** If the Sponsor fails to make any payment or fulfill any obligation under this Agreement in a timely manner, the Sponsor shall be responsible for covering all costs and expenses (including reasonable attorney's fees) incurred by Connell as a result of the default. Connell reserves the right to file a mechanics lien or other appropriate claim in the event of non-payment. Item #8.
9. **INDEMNIFICATION:** To the fullest extent permitted by law, Sponsor shall, with respect to all Work that is covered by or incidental to this Agreement, indemnify, defend and hold harmless Connell, its representatives, officers and employees (Indemnified Parties) from and against all claims, requests, lawsuits, liabilities, losses, and expenses (including reasonable legal fees) arising from or connected to any actions or oversights of the Sponsor, the Sponsor's representatives, or any third party, as separate and cumulative obligations in compliance with and subject to the limitations set forth in CRS §13-21-111.5 (6) and shall be read as broadly as possible to satisfy such intent.
10. **LIMITATION OF LIABILITY:** Connell's cumulative liability under this Agreement to Sponsor will be limited to the amount of this Agreement.
11. **COMMUNICATIONS** Any submittals or notice required to be given under this Agreement to Sponsor shall be given in writing at the addresses on page 1 of the quotation by: (i) personal hand delivery; (ii) United States Mail, First Class, Return Receipt Requested; (iii) by nationally recognized carrier, return receipt requested; or (iv) email. Such submittals or notices to Contractor or Subcontractor shall be deemed given on the date delivered if personally delivered, on the date shown on the return receipt if mailed, on the date delivery is refused, if refused, or on the date emailed. Notwithstanding any failure of Connell to give notice or provide a submittal in the manner set forth in this paragraph, Sponsor shall be deemed to have received any notice or submittal for purposes of this Agreement on the date such notice is delivered to a representative with whom Connell has had regular contact regarding the Project via any written method of communication regularly utilized by Connell and Sponsor for the Project. Any party may change the address for notices by providing written notice of its new address in the manner proscribed above.
12. **DISPUTES AND CLAIMS:** If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation using a retired judge familiar with construction issues and that is agreeable to both Sponsor and Connell before recourse to any binding dispute resolution procedures. In any dispute resolution proceeding between the parties to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and expenses, including those incurred on appeal.
13. **JURISDICTION:** This agreement shall be governed by the laws of the State of Colorado and the county or municipality for which the project is located.
14. **AUTHORITY TO PERFORM WORK:** By accepting this quotation, the Sponsor represents that they are the authorized representative of the Owner of the premises where the work is to be conducted. Alternatively, the signer acknowledges that they are an authorized representative of the Owner and grants permission and authority to Connell to carry out the work on the premises in accordance with the terms and conditions of this Agreement.
15. **BINDING EFFECT:** This Agreement is binding upon and shall be for the benefit of the parties involved, as well as their respective successors and assigns.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Connell Resources, Inc.

Authorized Signature: _____

Estimator: Bill Anderson
banderson@connellresources.com



ID	Task Mode	Resource Names	Task Name	Duration	Start	Finish	Dec	Qtr 1, 2025	Feb	Mar	Qtr 2, 2025	May	Jun	Qtr 3, 2025	Aug	Sep	Qtr 4, 2025	Nov	Dec	Qtr 1, 2026
1			General Conditions	144 days	1/20/2025	8/7/2025														
2		Town of Johnstown	Town Council Meeting- Award of Project	0 days	1/20/2025	1/20/2025														
3		Town of Johnstown	Issue DBIA Contract	5 days	1/20/2025	1/24/2025														
4		Connell Resources,Inc.	Issue Subcontracts	10 days	1/27/2025	2/7/2025														
5		CRI- Pothole	Pothole existing utilities for design	10 days	1/27/2025	2/7/2025														
6		JUB Engineering	90% Design Plans	30 days	2/10/2025	3/21/2025														
7		Town of Johnstown	90% Design Plan Review & Comments	15 days	3/24/2025	4/11/2025														
8		Town of Johnstown	Utility Owner's Coordination Meeting	0 days	3/21/2025	3/21/2025														
9		Town of Johnstown	Property Owner Coordination Meeting	0 days	4/11/2025	4/11/2025														
10		JUB Engineering	100% Final Design for Construction & Utility Submittal Review	10 days	4/14/2025	4/25/2025														
11		Connell Resources,Inc.	Procure Utility Materials	5 days	4/28/2025	5/2/2025														
12		JUB Engineering	Miscellaneous Material Submittals Review	10 days	4/28/2025	5/9/2025														
13		Connell Resources,Inc.	Substantial Completion	0 days	7/17/2025	7/17/2025														
14		Connell Resources,Inc.	Substantial Completion Punchlist	15 days	7/18/2025	8/7/2025														
15		Connell Resources,Inc.	Final Acceptance	0 days	8/7/2025	8/7/2025														
16		Connell Resources,Inc.	Sanitary Sewer Construction (Phasing to be determine by for construction plans)	54 days	5/2/2025	7/17/2025														
17		Connell Resources,Inc.	Mobilization / Begin Construction	0 days	5/2/2025	5/2/2025														
18		Traffic Control	Utility Road Closure- SH 60 to South First Place	10 days	5/5/2025	5/16/2025														
19		Traffic Control	Utility Road Closure- South First Place to ACE Hardware	10 days	5/19/2025	5/30/2025														
20		Traffic Control	Utility Road Closure- ACE Hardware to East Charlotte Street	10 days	6/2/2025	6/13/2025														
21		Traffic Control	Roadway Replacement Closure	18 days	6/16/2025	7/9/2025														
22		CRI- Utility	Sawcut & Asphalt Removal	2 days	5/5/2025	5/6/2025														
23		Sunbelt Rentals	Install Sanitary Sewer By-Pass Pump System	0 days	5/6/2025	5/6/2025														
24		CRI- Utility	Tie-In to Existing Sanitary Sewer Manhole	1 day	5/7/2025	5/7/2025														
25		CRI- Utility	Remove Existing Mainline / Install 8" Sanitary Sewer Mainline	21 days	5/8/2025	6/5/2025														
26		CRI- Utility	Remove Existing 6" Alley Fire Waterline	1 day	6/6/2025	6/6/2025														
27		CRI- Utility	Install 6" Alley Fire Waterline	2 days	6/9/2025	6/10/2025														
28		Sunbelt Rentals	Remove Sanitary Sewer By-Pass Pump System	0 days	6/10/2025	6/10/2025														
29		CRI- Base	Roadway Subgrade Preparation	4 days	6/11/2025	6/16/2025														
30		CRI- Base	Place Aggregate Base Course	3 days	6/17/2025	6/19/2025														
31		CRI- Base	Fine Grade Concrete Flatwork	2 days	6/20/2025	6/23/2025														
32		A Concrete	Place Concrete Flatwork	5 days	6/24/2025	6/30/2025														
33		CRI- Base	Place / Fine Grade Asphalt Base Course	3 days	7/1/2025	7/3/2025														
34		CRI- Paving	Asphalt Paving & Adjust Manholes	4 days	7/4/2025	7/9/2025														
35		Zak George	Landscape Restoration	5 days	7/10/2025	7/16/2025														
36		Precision Pavement Mkgs	Pavement Markings	1 day	7/17/2025	7/17/2025														

Standard Form of Agreement Between Owner and Design- Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price

Document No. 530

Second Edition, 2010

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Washington, D.C.



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Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the day of in the year of 2025, by and between the following parties, for services in connection with the Project identified below:

OWNER:

Town of Johnstown
450 S Parish Ave
Johnstown, CO 80534

DESIGN-BUILDER:

Connell Resources, Inc.
7785 Highland Meadows Pkwy, #100
Fort Collins, CO 80528

PROJECT:

East Parish Alley Sewer Rehabilitation

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

2.1.2 The GMP Exhibit referenced in Section 6.6.1.1 herein;

2.1.3 This Agreement, including all exhibits, but excluding the GMP Exhibit;

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner shall discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement. Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.3.1 Where figures are given, they shall be preferred to scaled dimensions.

3.3.2 Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in the Contract Documents, shall be interpreted in accordance with their well-known meanings.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

3.6 Design-Builder shall comply with all federal, state and local laws and regulations and shall obtain all the requisite permits and licenses necessary to perform the Work.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, provided, however, use of the Work Product is at Owner's sole risk without liability or legal exposure to Design-Builder.

4.4 Owner's License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, the Work Product and all associated rights therein shall be deemed transferred to Owner effective as of the date of the termination.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than August 7, 2025 ("Scheduled Substantial Completion Date").

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows:

N/A

5.2.3 Final Completion is the date when all Work is complete, including but not limited to final paving, pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract. Notwithstanding any provision to the contrary, Final Completion shall be achieved on or before Oct 1st, 2025.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages.

5.4.1 Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by seven (7) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner Five Hundred Dollars (\$500/day) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.4.2 Design-Builder understands that if Final Completion is not achieved by Oct 1, 2025, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved by Oct 1, 2025, Design-Builder shall pay to Owner One Thousand Dollars (\$1000.00) as liquidated damages for each calendar day that Final Completion is delayed beyond Oct 1, 2025.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract.

6.2 Design-Builder's Fee.

6.2.1 [Intentionally omitted].

6.2.2 Design-Builder's Fee **Cost Plus or Lump Sum?**
for Change Orders shall be fourteen percent (14%) of the additional Costs of the Work incurred for that Change Order

6.2.3 Design- Builder shall not receive an additional fee for administration of the warranty and guaranty aspects of the Work.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.3.3 Intentionally omitted.

6.3.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.2 hereof.

6.3.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.3.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.3.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.3.9 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.10 Costs of removal of debris and waste from the Site.

6.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.3.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.3.14 All fuel and utility costs incurred in the performance of the Work.

6.3.15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work, excluding sales and use taxes that are subject to Owner's tax exemption.

6.3.16 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder under the Contract Documents and provided that such costs are not due to Design-Builder's negligence, willful misconduct or breach of this Agreement.

6.3.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents, but excluding permits and licenses required by reason of Design-Builder's general business obligations.

6.3.18 Intentionally omitted.

6.3.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence, willful misconduct or breach of this Agreement.

6.3.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.21 Accounting and data processing costs related to the Work.

6.3.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.4 Allowance Items and Allowance Values.

Intentionally omitted.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1 and 6.3.2 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.1.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established Upon Execution of this Agreement.

6.6.1.1 Design-Builder guarantees that it shall not exceed the GMP of Eight Hundred Fifty Eight- Thousand, Six Hundred Seventy Two Dollars and Seventy Five Cents (\$858,672.75). Documents used as a basis for the GMP shall be identified in an exhibit to this Agreement ("GMP Exhibit"). Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents.

6.6.1.2 The GMP includes a Contingency in the amount of Eighty-Three Thousand Two Hundred and Fifty Dollars (\$83,250.00) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

6.6.2 GMP Established after Execution of this Agreement.

Intentionally omitted.

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be returned to the Owner.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the fifth (5th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract. Each Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents. Without limitation, each Application for Payment shall be accompanied by unconditional lien waivers executed by Design-Builder and all payees of funds from the immediately prior Application for Payment, acknowledging the receipt of payment in full for services performed or materials supplied through the date of such prior Application for Payment. Each Application for Payment shall constitute a representation by Design-Builder that, except as expressly stated in the Application for Payment, the amounts shown thereon constitute all costs incurred through the date stated in the Application for Payment.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less the retainage forth in Section 7.2 and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.1.4 Owner shall be entitled to rely on the accuracy and completeness of the information furnished by Design-Builder. Owner's payment of amounts requested in an Application for Payment shall not constitute Owner's agreement that the Work has been completed in a satisfactory manner nor shall it constitute a waiver of Owner's right to seek damages or pursue any other remedy available under the Agreement.

7.2 Retainage on Progress Payments.

7.2.1 Owner shall retain five percent (5%) from each Application for Payment. If Owner finds that satisfactory progress is being made in all phases of the Work, Owner may, upon written request by Design-Builder, authorize final payment from the withheld percentage to a Subcontractor who has completed its work in a manner finally acceptable to Owner. Before such payment is made, Owner shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the Work.

7.2.2 Owner shall retain the amounts set forth in Section 7.2.1 until Final Completion of the Work.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. In addition to the lien waivers required pursuant to Article 7.1.1, the Final Application for Payment shall be accompanied by lien waivers

executed by Design-Builder and all payees of funds from the Final Application for Payment, which lien waivers may be conditional upon the payment by Owner of the Final Application for Payment.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, except for disputed amounts, shall bear interest commencing fifteen (15) days after payment is due at the rate of three percent (3%) per month until paid.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

7.6 Colorado Public Works Act. Notwithstanding any other provision of this Section 7 or the Contract Documents, Owner shall withhold funds if required to do so pursuant to the Colorado Public Works Act, §§38-26-101, *et seq.*, C.R.S., and shall make final payments as required therein.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed, including unpaid retainage as permitted by law, and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable actual costs and expenses attributable to such termination, including but not limited to demobilization costs, costs of work required to be performed by the applicable permitting authorities, and amounts due in settlement of terminated contracts with Subcontractors; and

8.1.3 To the extent not already paid, Design-Builder's fee on the sum of items 8.1.1 and 8.1.2 above at the rate set forth in Section 6.2 herein.

8.2 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Matt LeCerf, Town Manager
P.O. Box 609
Johnstown, CO 80534

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Ellen Hilbig, Utilities Director
450 S Parish Ave
Johnstown, CO 80534

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

John Warren, President
7785 Highland Meadows Pky. #100
Fort Collins, CO 80528

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Bill Anderson, Vice President of Estimating
7785 Highland Meadows Pky. #100
Fort Collins, CO 80528

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the following insurance coverages:

10.1.1 Design-Builder shall not commence work under the Agreement until it has obtained all insurance required by the Contract Documents and such insurance has been approved by Owner. Design-Builder shall not allow any Subcontractor to commence work on this project until all similar insurance required of the Subcontractor has been obtained and approved. For the duration of this Agreement, Design-Builder must maintain the insurance coverage required in this section.

10.1.2 Design-Builder agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Design-Builder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

10.1.3 Design-Builder shall procure and maintain, and shall cause each Subcontractor to procure and maintain (or shall insure the activity of Design-Builder's Subcontractors in Design-Builder's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Owner. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

10.1.3.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.

10.1.3.2 Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Design-Builders, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

10.1.3.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000), with respect to each of Design-Builder's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

10.1.3.4 Umbrella or Excess Liability Insurance with minimum limits of FIVE MILLIONS DOLLARS (\$5,000,000). This policy shall become primary (drop down) in the event the primary liability policy limits are impaired or exhausted. The policy shall be written on an occurrence form and shall be following form of the primary.

~~**10.1.4** Design-Builder shall procure and maintain Builders' Risk insurance for the full cost of replacement as of the time of any loss. This insurance shall provide that Design-Builder is the named insured, shall include Subcontractors of all tiers and shall name the Owner as an additional insured. The Builders' Risk shall insure against the perils of fire and extended coverage, and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, transit, explosion, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, underground coverage, flood, earthquake, testing, and ensuing damage resulting from defective workmanship or materials. Design-Builder shall increase limits of coverage, when necessary, to reflect estimated replacement cost. Such policy may have a deductible clause but not to exceed Ten Thousand Dollars (\$10,000.00). Design-Builder shall be responsible for any coinsurance penalties.~~

10.1.5 Design-Builder shall require any Design-Consultant, architect, engineer and/or any other person providing design or other professional services to the Design-Builder to maintain in full force and effect an Errors and Omissions or Professional Liability Insurance Policy in the amount of \$2,000,000.00 minimum coverage per claim and \$2,000,000 in the aggregate. Such policies shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the facility. The policies shall cover all claims, damages, losses or expenses, including attorney fees, arising out of, or resulting from, the performance of professional services under this Agreement, provided that any such claim, damage, loss or

expense is caused by any negligent act, error or omission of the insured, any consultant or associate thereof, or anyone directly or indirectly employed by the insured. Design-Builder shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of renewals of the said policy as such renewals occur.

10.1.6 The policies required above to be carried by Design-Builder, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the Owner, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, shall be excess and not contributory insurance to that provided by Design-Builder. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. Except for the Builders' Risk insurance, Design-Builder shall be solely responsible for any deductible losses under each of the policies required above.

10.1.7 Certificates of insurance shall be completed by Design-Builder's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Owner. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Owner. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.1.8 Failure on the part of Design-Builder to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Owner may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by Design-Builder to the Owner upon demand, or the Owner may offset the cost of the premiums against any monies due to Design-Builder from the Owner.

10.2 Bonds and Other Performance Security. Design-Builder shall furnish such surety bonds as required by the Contract Documents and the laws of the State of Colorado. Without limiting the foregoing, Design-Builder shall furnish a performance bond and a labor and material payment bond on forms approved by Owner and executed by a corporate surety licensed to transact such business in the State of Colorado. The penal sum of such bonds shall be for the full amount of the GMP.

Performance Bond.

[Check one box only. If no box is checked, then no bond is required.]

X - Required ☐ Not Required

Payment Bond.

[Check one box only. If no box is checked, then no bond is required.]

X - Required ☐ Not Required

Other Performance Security.

[Check one box only. If no box is checked, then no other performance security is required. If the "Required" box is checked, identify below the specific performance security that is being required and all salient commercial terms associated with that security.]

☐ Required☒ Not Required**Article 11****Other Provisions****11.1 Other provisions, if any, are as follows:**

11.1.1 Illegal Aliens. Pursuant to C.R.S. §§ 8-17.5-101, *et. seq.*, Owner shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

In accordance with the mandatory provisions of C.R.S. § 8-17.5-101, *et. seq.*, Design-Builder certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Agreement, and that Design-Builder will participate in the E-Verify Program or the Department Program [as defined in C.R.S. § 8-17.5-101(3.3)] in order to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement. Design-Builder further certifies that it will not enter into a contract with a Subcontractor who fails to certify to Design-Builder that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Design-Builder has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program. Design-Builder shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while the Agreement is being performed.

If Design-Builder obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Design-Builder shall:

- a. Notify the Subcontractor and Owner within three days that Design-Builder has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract if within three days of receiving actual notice the Subcontractor does not stop employing or contracting with the illegal alien, except that Design-Builder shall not terminate the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

Design-Builder shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

11.1.2 Exhibits.

The following documents are incorporated herein:

Exhibit A - GMP Exhibit (Budget for Cost)

Exhibit B – Construction Schedule

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:**DESIGN-BUILDER:**

Town of Johnstown
 (Name of Owner)

Connell Resources, Inc.
 (Name of Design-Builder)

 (Signature)

 (Signature)

Michael Duncan
 (Printed Name)

John Warren
 (Printed Name)

Mayor
 (Title)

President
 (Title)

Date: _____

Date: _____

Design-Builder Notary Block

STATE OF COLORADO)
) ss
 COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2025, by John Warren
 as the President of Connel Resources, Inc.

WITNESS my hand and official seal.

My commission expires: _____

 Notary Public

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Document No. 535

Second Edition, 2010

© Design-Build Institute of America
Washington, D.C.



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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition), as modified by Owner and Design-Builder.

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit as being the "Basis of Design Documents."

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the Punch List (defined herein) prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition), as modified by Owner and Design-Builder.

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed*

Maximum Price, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 Intentionally omitted.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the

contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties shall meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) may be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement that affect the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspections fees required for prosecution of the Work. Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods,

sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Design-Builder shall provide notice to Owner of the selection of Subcontractors. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) may be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate with Owner's instructions regarding coordination of its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall promptly, and no later than seven (7) days after Substantial Completion, remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety

precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner, unless those defects arise from the acts or omissions of Design-Builder or a Subcontractor. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found not to be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of two years from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents. The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work and shall diligently and in a timely manner pursue such correction until completion. If Design-Builder fails to commence the necessary steps within such seven (7) day period, or fails to complete the correction of such nonconforming Work within a reasonable period of time, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The two-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

2.10.4 If, prior to Substantial Completion of the Work or any portion of the Work, any portion of the Work is found not to be in conformance with the Contract Documents, Design-Builder shall, at its expense, promptly correct such defective Work in a reasonable period of time. The completion of such corrective Work shall not impact the Contract Time(s).

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, upon written request of Design-Builder, Owner shall provide the following in its possession or control, at its own cost and expense, for Design-Builder's information and use, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.2 A legal description of the Site;

3.2.1.3 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.4 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Intentionally omitted.

3.3.3 Pursuant to Section 24-91-103.6, C.R.S., as may be amended from time to time, Owner has appropriated the money necessary to fund this Project. No Change Order or other form of directive shall be issued by Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original contract amount, unless Owner provides written assurance to Design-Builder that lawful appropriations have been made to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of this Agreement.

3.3.4 Pursuant to Section 29-1-110, C.R.S., as may be amended from time to time, financial

obligations of Owner payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with notice, within a reasonable time after discovery, if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-governmental entity having jurisdiction over the Project.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless. Notwithstanding the foregoing, Owner reserves the right to terminate for convenience in accordance with Article 8 of the Agreement rather than engage in remediation of any such Hazardous Conditions.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only

after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder may be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 Intentionally omitted.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder may be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Agreement. Coverage shall be secured from insurance companies authorized to do business in the State of Colorado, and with a minimum Best's rating of new less than A-VII.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents. The insurance policies required by the Contract Documents shall include an endorsement verifying the insurance carrier will provide Owner with thirty (30) days' advance notice of any cancellation, nonrenewal, or material change in coverage. A copy of the

endorsement for each policy shall be provided to the Owner. If the Design-Builder fails to obtain acceptable cancellation notice endorsements from its insurance carriers, Design Builder shall assume the contractual responsibility to provide Owner with advance written notice required above.

5.2 Owner's Liability Insurance.

5.2.1 Owner is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and as such participates in the CIRSA Property/Casualty Pool ("CIRSA Coverage"). Throughout the term of this Agreement, Owner agrees to maintain CIRSA Coverage or other public entity liability coverage applicable to Owner's premises and operations, which shall include coverage for bodily injury and property damage in coverage amounts not less than the per occurrence/aggregate amounts for liabilities set forth under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

5.3 Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Design-Builder shall procure and maintain from insurance companies authorized to do business in the State of Colorado property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Design-Builder shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Prior to Design-Builder commencing any Work, Design-Builder shall provide Owner with a certificate evidencing that Design-Builder's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder achieves Final Completion of all of the Work. The insurance policies required by Section 5.3.1 shall include an endorsement verifying the insurance carrier will provide Owner with thirty (30) days' advance notice of any cancellation, nonrenewal, or material change in coverage. A copy of the endorsement for each policy shall be provided to the Owner. If the Design-Builder fails to obtain acceptable cancellation notice endorsements from its insurance carriers, Design Builder shall assume the contractual responsibility to provide Owner with advance written notice required above.

5.3.3 Any loss covered under Design-Builder's insurance required by Section 5.3.1 shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.4 Owner and Design-Builder waive against each other and the separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by insurance required by Section 5.3.1, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the

execution of this Agreement.

5.3.5 Unless the parties agree otherwise herein, the Owner shall replace the insurance policy required by Section 5.3.1 upon Final Completion with property insurance written for the total value of the Project that shall remain in effect at least until expiration of the period for correction of the Work set forth in Section 2.10.1.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the State of Colorado.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of the Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The amount of each Application for Payment shall be calculated based on the percentage completion of the Work as identified in the Schedule of Values prepared by the Design-Builder and accompanying the Application for Payment. The Design-Builder may revise the initial Schedule of Values from time to time when the actual costs and progress of the Work varies from the original approved schedule of values. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof. Owner's payment of amounts requested in an Application for Payment shall not constitute Owner's agreement that the Work has been completed in a satisfactory manner nor shall it constitute a waiver of Owner's right to seek damages or pursue any other remedy available under the Agreement.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue fifty percent to Design-Builder and fifty percent to Owner to

the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the discounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to timely pay Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. If a payment is subject to a dispute by the Owner, Owner shall pay all undisputed amounts pending resolution of the dispute as provided in this Agreement. All payments deemed to be due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within a reasonable time of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment ("Punch List"), (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that

warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable and as permitted by law, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.7 Final Payment.

6.7.1 Design-Builder may submit a Final Application for Payment the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the Punch List and the submission of all documents set forth in Section 6.7.2. After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required and the manner provided in the Agreement, and as otherwise permitted by law, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit from the Design-Builder that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests and unconditional lien waivers executed by all payees of funds from the immediately prior Application for Payment, acknowledging the receipt of payment in full for services performed or materials supplied through the date of such prior Application for Payment;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents;

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents; and

6.7.2.6 One set of reproducible "as built" drawings.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and Work required during the period set forth in Section 2.10 and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

6.7.5 Notwithstanding any other provision of the Agreement and these General Conditions of Contract, Owner may withhold funds if required to do so pursuant to the Colorado Public Works Act, C.R.S. §§38-26-101, *et seq.*, as amended from time to time, or any other applicable Legal Requirement.

Article 7

Indemnification, Tax Exemption and Governmental Immunity

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Exemption.

7.2.1 Owner is exempt from paying state sales and use taxes on any materials, supplies, or other equipment used or installed in the Work. To effectuate this exemption, Design-Builder shall obtain a Certificate of Exemption from the Colorado Department of Revenue and file copies with Owner before making any purchases or commencing work. No amounts paid to the Design-Builder pursuant to this Agreement shall include reimbursement for such taxes.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in

connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond, and shall thereafter diligently and in a timely manner discharge said claim or lien. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner, its officers, directors, employees, agents and employees of any of them from and against any and all liabilities, claims, damages, actions, judgments, losses, costs and expenses, including but not limited to attorneys' fees, whether directly incurred by Owner or any other indemnified party or as a result of third-party claims against Owner or any other indemnified party, arising out of or resulting from performance or nonperformance of the Work including but not limited to (a) any accident or occurrence that happens or is alleged to have happened on, in or about the Site or otherwise relating to the Project or the Work; (b) any breach of or failure to comply with the Contract Documents or to perform or observe any duty or obligation under the Contract Documents; or (c) any breach of any representation or warranty contained in the Contract Documents (collectively an "Indemnity Claim"), whether such Indemnity Claim arises on account of personal injury, bodily injury, sickness, disease or death, injury to or destruction of tangible property, monetary or economic loss, or other injury, loss or damage of any nature or kind but only to the extent attributable to the negligence, misconduct or fault of the Design-Builder, Design Consultants, Subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such Indemnity Claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 7.4.1.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Design-Builder, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Colorado Governmental Immunity Act.

7.5.1 Notwithstanding any other provision, nothing in the Contract Documents shall be construed as a waiver of the limitations on damages or any of the privileges, immunities or defenses provided to, or enjoyed by, Owner under common law, Article 11, Section 1 of the Colorado Constitution or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time to time.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, then, provided that Design-Builder gives notice to Owner within five (5) days after the commencement of such occurrence, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors) that adversely affect the Contract Time, changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder may also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events, including but not limited to weather conditions, unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or

Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder and Owner does not provide a timely written objection. Owner may request minor changes in the Work, as defined in the first sentence of this section 9.3.1, and Design-Builder shall implement such changes at no additional cost to Owner.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including an adjustment as calculated in Section 6.2.2 of the Agreement. Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract

Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall commence promptly and conclude within seven (7) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than fourteen (14) days after such a request is made, unless the parties agree in writing to a longer period of time, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If, after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, either party may submit, within fourteen (14) days of the conclusion of the meeting of Senior Representatives, unless the parties agree in writing to a longer period of time, the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the Judicial Arbitrator Group, Inc. in Denver, Colorado. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within thirty (30) days of the submission of the dispute to mediation. The parties shall share the mediator's fee and any filing fees equally. Agreements

reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.2.5 In the event that the mediation is not successful or that it is not concluded within sixty (60) days from the date of filing, unless the parties agree in writing to a longer period of time, the moving party may commence a legal action as set forth in Section 13.4 hereof.

10.3 Intentionally Omitted.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed ninety (90) consecutive days or aggregate more than one hundred twenty (120) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide

written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or, in good faith, commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or, in good faith, commence to cure and thereafter resolve with a reasonable time, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or, in good faith, commence to cure and thereafter resolve with a reasonable time, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment, unless there exists a good faith dispute as to the amounts properly due.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for ninety (90) consecutive days or more than one hundred twenty (120) days during the duration of the Project, because of court order,

any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for ninety (90) consecutive days or more than one hundred twenty (120) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within fourteen (14) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional fourteen (14) day period. If Owner, within such second fourteen (14) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is

materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Intentionally Omitted.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law and Venue.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the State of Colorado, without giving effect to its conflict of law principles. Venue for any claim arising hereunder shall be in the County of Weld, State of Colorado.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (1) when personally delivered and received, when sent by messenger service, or when forwarded by facsimile or email-delivery, but only upon

confirmation of receipt of such facsimile or email; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) four business days after deposit in the United States mail, by certified mail with return receipt requested.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.10 Costs and Attorney Fees.

13.10.1 In the event of litigation enforcing or interpreting the terms of the Agreement, including these General Conditions of Contract, the prevailing party, to the extent permitted by law considering, in particular, the Owner's status as a governmental entity and the limitations inherent thereto with respect to expending unbudgeted and unappropriated funds, shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses.

13.11 Neutrality.

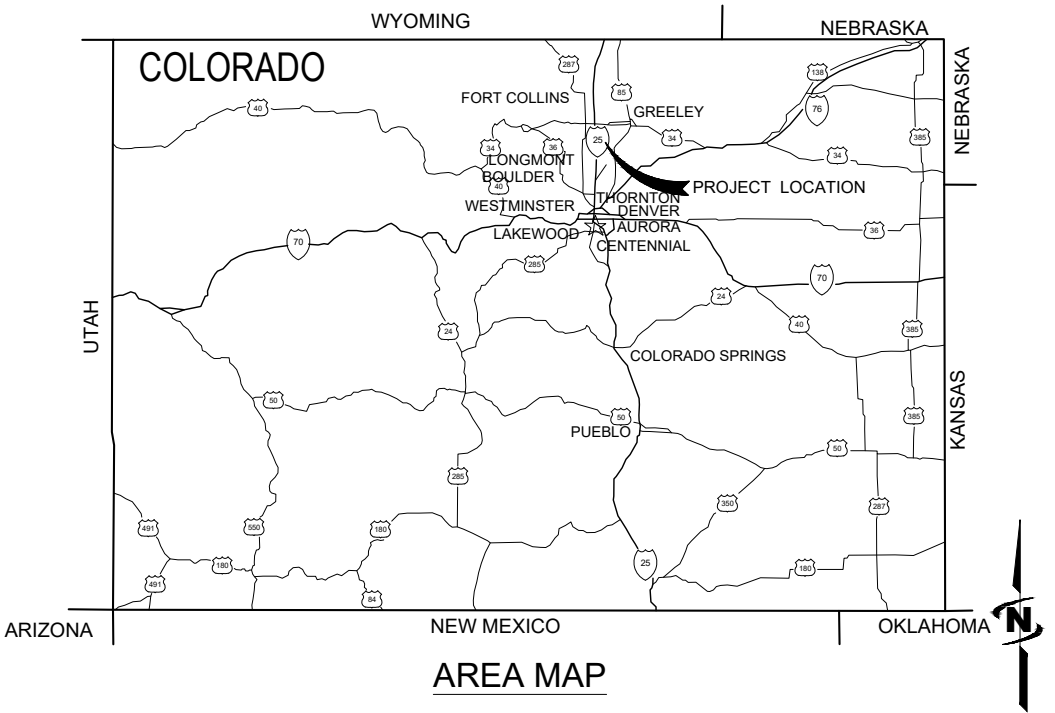
13.11.1 Design-Builder assures that it will establish safeguards to prohibit its employees, agents, or servants from using this Agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.

ALLEY SEWER REHABILITATION

TOWN OF JOHNSTOWN

May 2024

PRELIMINARY PLANS NOT FOR CONSTRUCTION



AREA MAP

Sheet List Table	
Sheet Number	Sheet Title
GENERAL	
G-001	COVER
G-002	LEGEND & ABBREVIATIONS
G-003	LEGEND & ABBREVIATIONS
PLAN & PROFILE	
C-201	PLAN & PROFILE
C-202	PLAN & PROFILE
DETAILS	
C-501	DETAILS



VICINITY MAP

APPROXIMATE QUANTITIES			
ITEMS NOT INDICATED ARE CONSIDERED INCIDENTAL			
Item No.	Item Description	Quantity	Unit
1	8" SDR 35 PVC SEWER PIPE	550	LF
2	48" MANHOLE	2	EA
3	SERVICE CONNECTIONS	18	LS
4	JOINT ENCASEMENTS IN CONCRETE	16	EA
5	CONCRETE REPAIR*	30	SY
6	ASPHALT REPAIR*	285	SY
7	GRAVEL SURFACE REPAIR*	60	SY

*ASSUMES UP TO 6 FT WIDTH SURFACE DISTURBANCE ALONG TRENCH

PROJECT NO. 87-24-001



J-U-B ENGINEERS, INC.

2809 E. Harmony Rd. Suite 300, Fort Collins, CO 80528
p 970 377 3602 w www.jub.com



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

REUSE OF DOCUMENTS

J-U-B grants to CLIENT a nonexclusive, non-transferable license to use the Drawings, Specifications and/or Contract Documents (Documents) as follows:

CLIENT may make and retain copies of the Documents for reference, but J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B. The Documents are not intended for use in creating dtm for grading or earthwork, survey staking layout (unless specifically identified as such in the documents), or property boundary layouts.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

If the Documents are provided in electronic format, the electronic documents are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

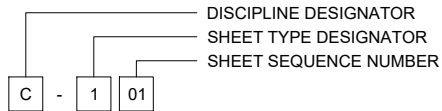
LINE LEGEND

LINE DESCRIPTION	PROPOSED LINE	EXISTING LINE
POWER / COMMUNICATIONS		
OVERHEAD POWER	———— OHP ————	———— OHP ————
UNDERGROUND POWER	———— UP ————	----- UP -----
OVERHEAD TELEPHONE	———— OHT ————	----- OHT -----
UNDERGROUND TELEPHONE	———— UT ————	----- UT -----
FIBER OPTIC	———— F/O ————	----- F/O -----
CABLE TELEVISION	———— CTV ————	----- CTV -----
UNDERGROUND POWER, TEL, CABLE TV		----- P,T,CTV -----
UNDERGROUND POWER, TEL, CABLE TV, GAS		----- P,T,CTV,G -----
STORM DRAIN		
STORM DRAIN (GENERAL)	———— SD ————	----- SD -----
STORM DRAIN	———— X"SD ————	----- X"SD -----
ROOF DRAIN	———— RD ————	----- RD -----
LAND DRAIN	———— LD ————	----- LD -----
SANITARY SEWER		
SANITARY SEWER (GENERAL)	———— SS ————	----- SS -----
SANITARY SEWER	———— X"SS ————	----- X"SS -----
SANITARY SEWER SERVICE	—— SS —— SS ——	--- SS ----- SS ---
SEWER FORCE MAIN	———— FM ————	----- FM -----
WATER		
WATER (GENERAL)	———— W ————	----- W -----
WATER (SPECIFIED SIZE)	———— X"W ————	----- X"W -----
WATER SERVICE	—— WS —— WS ——	--- WS ----- WS ---
IRRIGATION		
IRRIGATION	———— IRR ————	----- IRR -----
GRAVITY IRRIGATION	———— GIRR ————	----- GIRR -----
PRESSURE IRRIGATION	———— PIRR ————	----- PIRR -----
POTABLE WATER	———— PW ————	----- PW -----
NON-POTABLE WATER	———— NPW ————	----- NPW -----
GAS		
NATURAL GAS	———— G ————	----- G -----
NATURAL GAS SERVICE	—— G —— G ——	--- G ----- G ---
HIGH PRESSURE GAS	———— HPG ————	----- HPG -----
LIQUID GAS	———— LG ————	----- LG -----
UTILITY		
CHLORINE LINE	———— CHL ————	----- CHL -----
INDUSTRIAL WASTE WATER	———— IWW ————	----- IWW -----
DRAIN LINE	———— DL ————	----- DL -----

LINE DESCRIPTION	PROPOSED LINE	EXISTING LINE
BOUNDARY		
PROPERTY LINE	———— P/L ————	———— P/L ————
PROPERTY LINE	———— - - - ————	———— - - - ————
RIGHT OF WAY	———— R/W ————	———— R/W ————
TEMPORARY EASEMENT	———— T/E ————	———— T/E ————
PERMANENT EASEMENT	———— P/E ————	———— P/E ————
TOWNSHIP AND RANGE		———— - - - ————
SECTION LINE		———— ————
QUARTER SECTION LINE		———— ————
1/16 SECTION LINE		———— - - - ————
STATE LINE		———— ————
COUNTY LINE		———— - - - ————
SITE		
FENCE	———— X ————	———— - - - X ————
MAJOR CONTOUR	———— 2521 ————	———— - - - ————
MINOR CONTOUR	———— ————	———— - - - ————
GRADE BREAK		———— GB ————
TOP OF BANK		———— TOB ————
TOE OF SLOPE		———— TOE ————
CUT LIMITS	———— - - - ————	
CUT LIMITS	———— CUT ————	
FILL LIMITS	····· ————	
FILL LIMITS	———— FILL ————	
DITCH	———— ··· ————	———— ··· ————
STORM SWALE	———— · · · ————	———— ··· ————
EDGE OF WATER		———— ··· ————
HIGH WATER		———— ————
WETLAND		———— WET ————
WETLAND BOG		———— BOG ————
WETLAND MARSH		———— MRSH ————
WETLAND SWAMP		———— SWMP ————
ROADWAY		
ROAD SHOULDER	———— ————	———— - - - ————
ROAD CENTERLINE	———— - - - ————	———— ————
ROAD ASPHALT	———— ————	———— - - - EP ————
ROAD GRAVEL	———— EG ————	———— - - - EG ————
TOP BACK OF CURB	———— ————	———— ————
LIP OF GUTTER	———— ————	———— ————
LANDSCAPING LIMITS	———— LS ————	———— - - - LS ————

SHEET NUMBERING

SAMPLE: C-101



DISCIPLINE DESIGNATORS		
DISCIPLINE	DESIGNATOR	DESCRIPTION
GENERAL	G	ALL GENERAL
	GI	GENERAL INFORMATION
	GC	GENERAL CONTRACTUAL
	GR	GENERAL RESOURCE
SURVEY/MAPPING	V	ALL SURVEY
GEOTECHNICAL	B	ALL GEOTECHNICAL
CIVIL	C	ALL CIVIL
LANDSCAPE	L	ALL LANDSCAPE
STRUCTURAL	S	ALL STRUCTURAL
ARCHITECTURAL	A	ALL ARCHITECTURE
EQUIPMENT	Q	ALL EQUIPMENT
MECHANICAL	M	ALL MECHANICAL
ELECTRICAL	E	ALL ELECTRICAL
PLUMBING	P	ALL PLUMBING
PROCESS	D	ALL PROCESS
RESOURCE	R	ALL RESOURCE

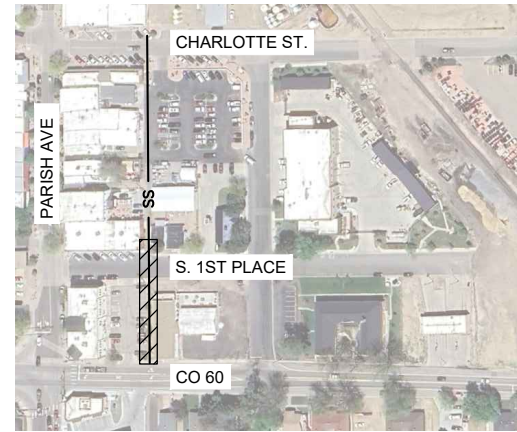
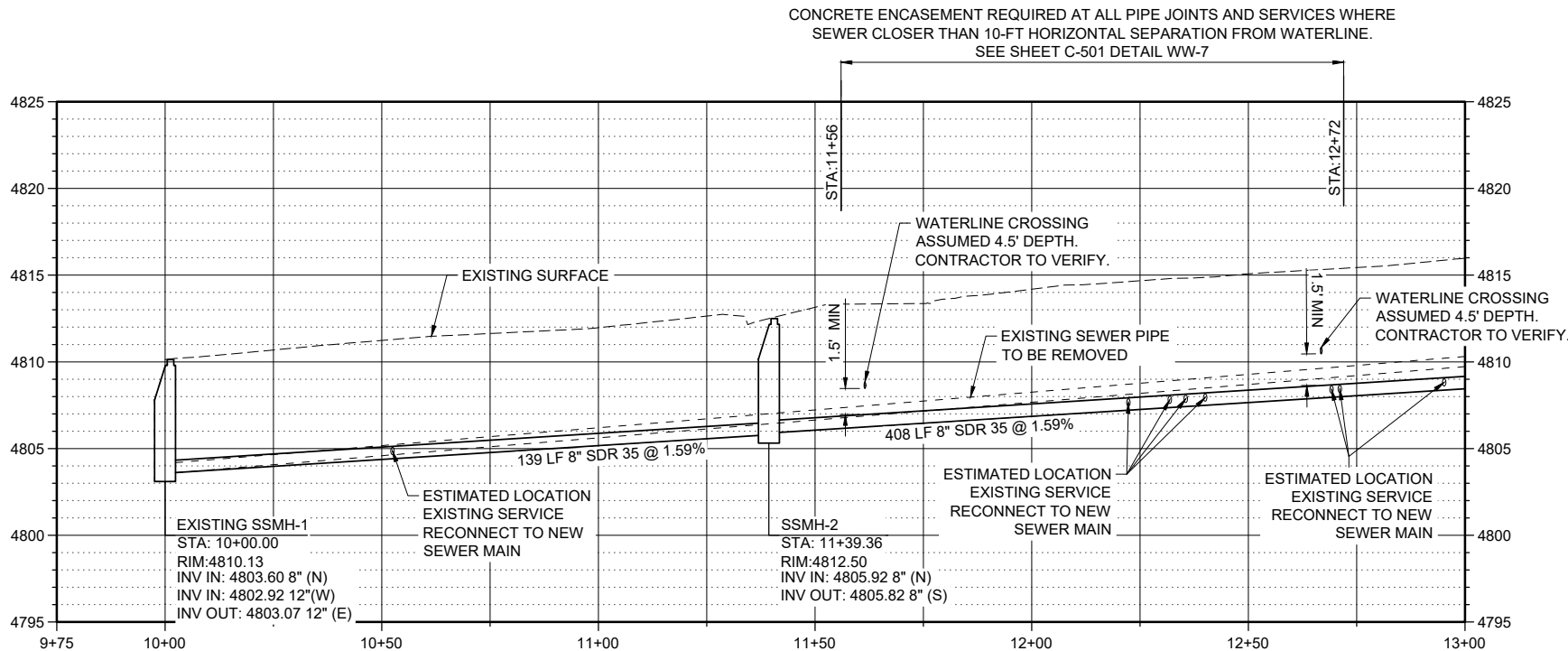
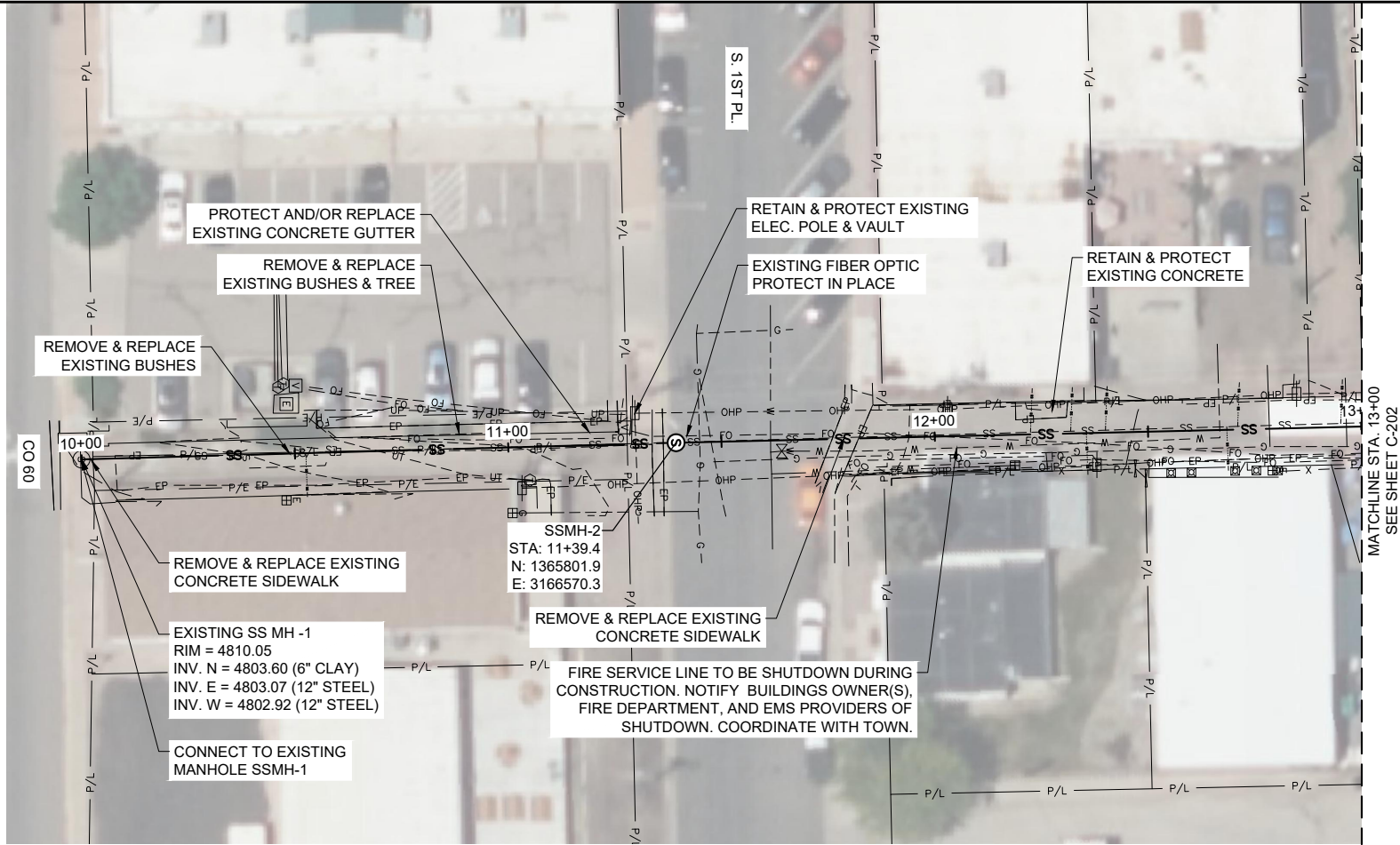
SHEET TYPE DESIGNATORS	
DESIGNATOR	SHEET TYPE
0	GENERAL (SYMBOLS, LEGENDS, NOTES, ETC.)
1	PLANS (HORIZONTAL VIEWS)
2	ELEVATIONS, PROFILES, COMBINED PLAN & PROFILES
3	SECTIONS (SECTIONAL VIEWS)
4	LARGE-SCALE VIEWS (PLANS, ELEVATIONS, ECT.)
5	DETAILS OR COMBINED DETAILS AND SECTIONS
6	SCHEDULES AND DIAGRAMS
7	USER DEFINED
8	USER DEFINED
9	3D REPRESENTATIONS (ISOMETRICS, PERSPECTIVES, PHOTOS)

SECTION AND DETAIL IDENTIFIERS

NOTE:
A DASH MAY BE PLACED IN THE LOWER PORTION
OF THE IDENTIFIER IF THE DETAIL DRAWING OR
SECTION VIEW IS LOCATED ON THE SAME SHEET.

	SECTION IDENTIFICATION	DETAIL IDENTIFICATION
CALLOUT	SECTION LETTER SHEET NUMBER WHERE SECTION DRAWING IS LOCATED	DETAIL NUMBER SHEET NUMBER WHERE DETAIL DRAWING IS LOCATED
LABEL	SECTION LETTER SECTION SCALE:	DETAIL NUMBER DETAIL SCALE:

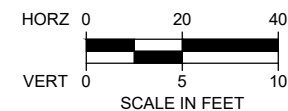
Plot Date: 5/24/2024 5:05 PM Plotted By: KC Young
Date Created: 5/21/2024 JUB: COM/CENTRAL/CLIENTS/CO/JOHNSTOWN/PROJECT/87-24-001 ALLEYSEWERDESIGN/CADD/SHEET/87-24-001 C-201.DWG



KEY MAP

GENERAL NOTES:

1. PLANS DEVELOPED FOR CONCEPT DESIGN ONLY. NOT TO BE USED FOR CONSTRUCTION.
2. NEW SEWER PIPE TO BE GASKETED 8" PVC D3034 SDR 35.
3. REFERENCE TOWN OF JOHNSTOWN DESIGN CRITERIA AND CONSTRUCTION REGULATIONS, OR MOST CURRENT VERSION, FOR REQUIREMENTS.
4. CONTRACTOR TO PROTECT ALL BUILDINGS ALONG ALIGNMENT. USE ADEQUATE SHORING WHERE NECESSARY TO PROTECT BUILDING FOUNDATIONS.
5. NEW SEWER TO OCCUPY SAME TRENCH AS EXISTING SEWER. REMOVE EXISTING SEWER PIPE. BYPASS PUMPING REQUIRED TO MAINTAIN SERVICE AT ALL TIMES UNLESS SPECIFICALLY AUTHORIZED BY OWNER. SUBMIT SERVICE AND BYPASS PUMPING PLAN TO TOWN FOR REVIEW AND ACCEPTANCE PRIOR TO BEGINNING CONSTRUCTION.
6. UTILITIES IDENTIFIED VIA ONE CALL LOCATES. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES AND CROSSINGS. MAINTAIN 18" MINIMUM VERTICAL SEPARATION BETWEEN ALL EXISTING UTILITIES AND NEW SEWER LINE. NOTIFY ENGINEER OR TOWN OF JOHNSTOWN IF ANY CONFLICTS EXIST.
7. EXISTING SANITARY SERVICE LOCATIONS AND QUANTITIES ESTIMATED BASED ON BUILDING LOCATIONS AND REVIEW OF LIMITED CCTV DATA. CONTRACTOR TO VERIFY.
8. INSTALL SEWER LINE AT MINIMUM 18" BENEATH EXISTING WATERLINE. IF 18" REQUIREMENT CANNOT BE MET, CONSTRUCT THE CROSSING USING ONE LENGTH OF PIPE AT LEAST 14 FEET LONG CENTERED OVER OR UNDER THE WATER MAIN. ENCASE ALL SEWER JOINTS WITH CONCRETE THAT EXIST WITHIN 10 FEET EITHER SIDE OF THE WATERLINE. SEE SHEET C-501 DETAIL WW-7. PROTECT AND HOLD OVERHEAD UTILITY POLES WHERE NECESSARY. COORDINATE WITH UTILITY OWNER.
9. CONTRACTOR TO PROVIDE AS-BUILT SURVEY INCLUDING INVERT ELEVATIONS, JET AND CAMERA SEWER LINE AFTER CONSTRUCTION COMPLETION.



Item #8.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
2809 E. Harmony Road
Suite 300
Fort Collins, CO 80528

Phone: 970.377.3602
www.jub.com

PRELIMINARY
PLANS

NOT FOR
CONSTRUCTION

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DESIGN. NO PART OF THIS DESIGN SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF J-U-B. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

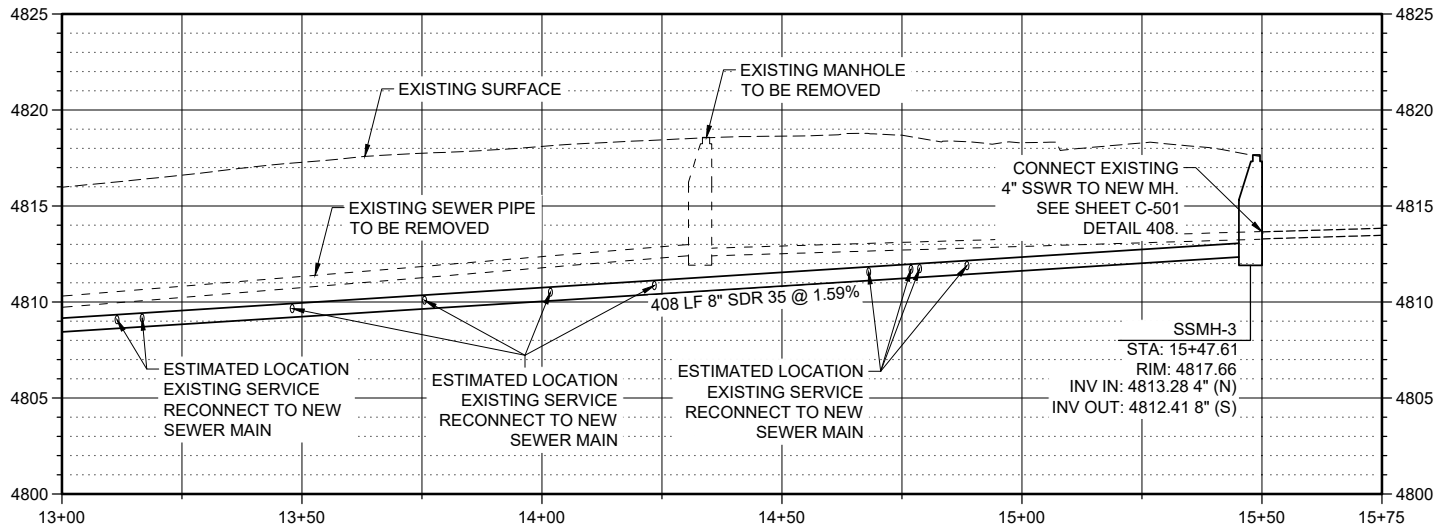
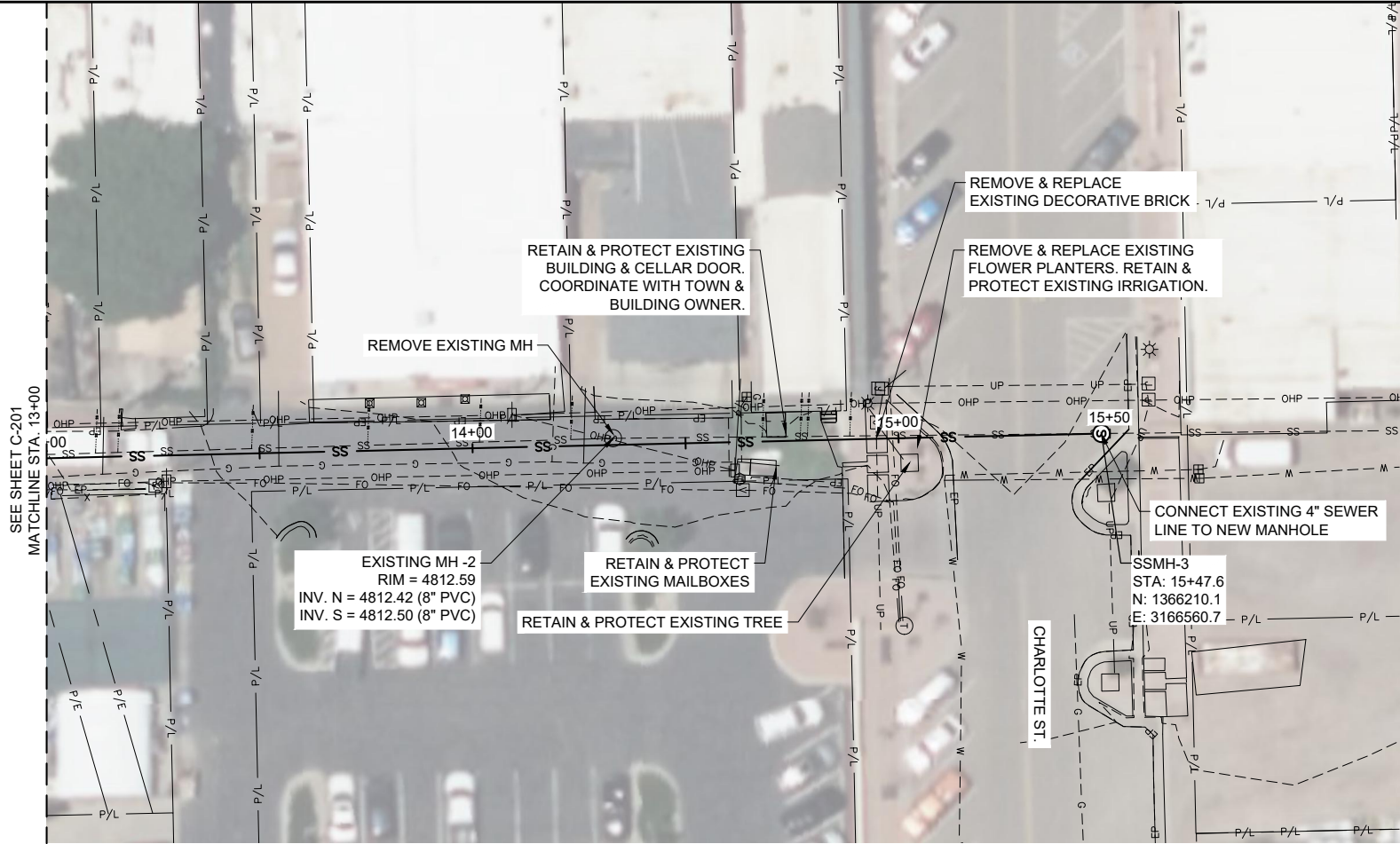
REVISION		BY		DATE	
NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION

ALLEY SEWER REHABILITATION
TOWN OF JOHNSTOWN

PLAN & PROFILE

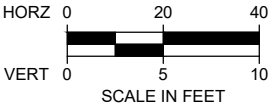
FILE: 87-24-001 C-201
JOB PROJ. #: 87-24-001
DRAWN BY: TJG
DESIGN BY: TJG
CHECKED BY: KCY
AT FULL SIZE, IF NOT ONE
INCH SCALE ACCORDINGLY
LAST UPDATED: 5/24/2024
SHEET NUMBER
C-201 177

Plot Date: 5/24/2024 5:05 PM Plotted By: KC Young
Date Created: 5/21/2024 JUB: COMCENTRAL CLIENTS\COJOHNSTOWN\PROJECT 8187-24-001 ALLEYSEWERDESIGN\CADD\SHEET187-24-001 C-201.DWG



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J-U-B ENGINEERS, INC.
2809 E. Harmony Road
Suite 300
Fort Collins, CO 80528
Phone: 970.377.3602
www.jub.com

PRELIMINARY
PLANS

NOT FOR
CONSTRUCTION

REUSE OF DRAWINGS			
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND DESIGN RIGHTS IN THESE DRAWINGS AND THE SEWER REHABILITATION PROJECT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.			
NO.	REVISION	DESCRIPTION	DATE

ALLEY SEWER REHABILITATION
TOWN OF JOHNSTOWN

PLAN & PROFILE

FILE: 87-24-001 C-201
JUB PROJ. #: 87-24-001
DRAWN BY: TJG
DESIGN BY: TJG
CHECKED BY: KCY
AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 5/24/2024

SHEET NUMBER
C-2 178



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: January 22, 2025

SUBJECT: RFP Award for Pre-Construction Services for new Development Services Building

ACTION PROPOSED: Consider Awarding the Pre-Construction Services Contract to Sampson Construction Co., Inc, for the new Development Services Building

ATTACHMENTS:

1. RFP For New Development Services Building
2. Project Site Exhibit
3. Professional Services Agreement
4. Sampson Construction Proposal
5. Saunders Construction Proposal
6. Adolfson and Peterson Construction Proposal

PRESENTED BY: Jeremy Gleim, AICP, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Town has experienced substantial growth in the past decade. As the Town has grown, so has municipal staffing. The Town's leaders are dedicated to maintaining high levels of service for the community, and due to limited availability of office space at Town Hall, an expansion of facilities is now prudent. In order to effectively support the needs of the community, the Town is proposing to construct a new Development Services Building, which will house the Planning, Building & Safety, and Engineering Departments. The Town owns a vacant parcel of land just south of the existing Town Hall, which is located at the northeast corner of Centennial Drive and Castle Pines Avenue. The property measures 1.74 acres in size. This will be the location of the new Development Services Building.

The Town entered into a contract for architectural design services for the new building with D2C Architects. Preliminary drawings from D2C have been completed to a point where it is timely to

contract with a construction firm for Construction Manager at Risk (CMaR) services. The CMaR will work together with Town Staff and D2C Architects to finish the design of the project and subsequent construction plans. The CMaR entity is a contractor who will join the design team and the Town to offer value engineering services into the project, provide more refined cost estimates, and offer a Guaranteed Maximum Price (GMP) to perform the work on the project. Based on the price proposed, the Town will have the option to either accept the GMP as-is or to have an independent cost estimate completed to evaluate the prices to be sure the price is within a certain percentage threshold. If the Town opts for an independent cost estimate and the percentage threshold is not met, the Town will have the final determination if they want to formally bid out the construction project based on the design.

The Town received submissions from nine construction firms. Three members of Staff conducted independent reviews of all nine proposals. The proposals were ranked and then compared. Upon completion of the evaluation, the top three firms with the highest combined scores were: Saunders, Sampson Construction Co., and Adolfson & Peterson. Those three entities were interviewed by Staff and D2C Architects on December 9, 2024.

At the conclusion of the interview process and deliberation amongst Staff, Sampson Construction Co., Inc, was identified as being the best choice for the Town. Staff recommends awarding the CMaR bid to Sampson Construction Co., Inc, based on their approach and extensive experience. The total cost for the CmaR contract for pre-construction services is \$22,250.

STRATEGIC PLAN ALIGNMENT:

- Organizational Excellence & Public Trust
 - *Be an employer of choice that attracts dedicated team members, passionate about Johnstown*
- Quality Infrastructure & Facilities
 - *Establish and maintain levels of service*

LEGAL ADVICE:

The Town is using the Town's Professional Services Agreement template which has been approved by the Town Attorney.

FINANCIAL ADVICE:

The cost of design and these CMaR service for the expansion and renovation has been included in the 2025 Budget.

RECOMMENDED ACTION: Staff recommends awarding the CMaR contract Agreement to Sampson Construction Co., Inc, as presented.

SUGGESTED MOTIONS:

For Approval: I move to approve awarding the Construction Manager at Risk, pre-construction services to Sampson Construction Co., Inc, for an estimated \$22,250.

For Denial: I move that Council denies awarding the Construction Manager at Risk, pre-construction services to Sampson Construction Co., Inc.

Reviewed and Approved for Presentation,



Town Manager



**Development Services Building Project
Construction Manager at Risk – Request for Proposals**

**Town of Johnstown
Development Services Building Project
Construction Manager at Risk – Request for Proposals**

Issue Date – October 11, 2024

RFP Questions Due – October 28, 2024

Submission Due Date – November 12, 2024

Point of Contact –Jeremy Gleim, Planning & Development Director

jgleim@johnstownco.gov



Development Services Building Project

Construction Manager at Risk – Request for Proposals

1. Introduction:

The Town of Johnstown (Town) is requesting proposals (RFP) from Construction Manager at Risk (CMAR) firms to provide construction services for the Development Services Building Project (Project).

The Town is currently in the design phase of the Project and coordination with the selected firm would begin immediately following an agreement execution. Construction would then be scheduled to begin immediately after the completion of the design phase with a projected completion date of January 2026.

Project Summary:

The Town of Johnstown is a rapidly growing community in Northern Colorado. In 2010, the population was about 9,900; in 2020, 17,400; and today Johnstown is approximately 20,225. As a result of the growth, the Town operations have expanded and now include multiple Planning & Development Department Staff, as well as the introduction of a new Engineering Department in 2024. The expansion of Staff to meet the community needs has resulted in the need to construct a new Development Services Building that will house both of these departments.

The Town has acquired the site for this facility which is depicted in the attachments to this RFP. The facility when constructed is expected to house the Town's Engineering Department, Planning and Development Department, and Building Department. The site is located at the northeast corner of Centennial Drive and Castle Pines Drive in Johnstown Colorado. The project consists of constructing a new, single story, slab on grade government office building with an anticipated finished square footage between 7,000 and 9,000 square feet on an approximately 1.75 acre lot. Work will include all necessary site improvements associated with the construction of the building, such as, parking lots, landscaping, earthwork, storm drainage, utilities, and all other general site work associated with construction of a new building.

Contractors submitting a response to the RFP will be asked at a minimum to state their qualifications, understanding of and experience relating to the Project and offer their methodology for meeting the Town's goals.

2. General Instructions:

The selected CMAR will become a member of the Town's Project Team, which will consist of the selected CMAR Firm, Design Engineer (D2C Architects), and Town Staff. The selected



Development Services Building Project

Construction Manager at Risk – Request for Proposals

CMAR Firm will provide design phase consulting services to assist the Town in developing a final Guaranteed Maximum Price (GMP). The services will include but are not limited to constructability evaluation of the facility, value engineering, cost evaluation, and project schedule determination. Upon completion of design phase services, the selected CMAR Firm will provide construction phase services. Refer to this RFP's attachments for additional details about the design and key project elements.

A. Qualifications

CMAR firms will be evaluated against the following qualification requirements:

- Project Experience:
 - CMAR firm shall have experience as a general contractor in the construction of at least three (3) municipal administrative buildings, at least one of which has been completed in the last five (5) years.
 - Submit a minimum of two (2) featured project references. Firms may supplement project reference worksheets with project data sheets or other information deemed necessary for consideration in the evaluation.
 - The proposed Project Manager and Project Superintendent shall have worked on at least one of the featured projects, either individually or as a team.
 - Submitted applications that do not meet the above project experience requirements will be rejected.
- Track record of project completion based on feedback from project references regarding CMAR firm's construction quality, project management, communication, and scheduling management.
- Location of permanent place of business as it relates to potential mobilization costs.
- Experience and degree thereto with projects of similar size and scope.
- Key personnel committed to the project.
- Safety rating and history of compliance with Occupational Safety and Health Administration construction industry standards.



Development Services Building Project

Construction Manager at Risk – Request for Proposals

- Financial situation and having sufficient staff, resources, and technical experience to perform the work properly and expeditiously.

3. Pre-Bid Meeting and Submittal Deadline Requirements

No mandatory pre-bid meeting will be held, but responding firms may attend an optional site visit on October 22, 2024, starting at 1:00 p.m. All attendees shall meet at Town Hall 450 S Parish Ave Johnstown CO 80534 to travel (walk) to the site. The RFP will be discussed back at Town Hall following the site visit.

Proposals for the Project must be received by the Town by the proposal deadline of 2:00 p.m. on November 12, 2024. Proposals received after this time will not be accepted. Town Representatives shall receive one (1) electronic (PDF) copy of the submittal by the deadline.

Proposal submittals are to be marked “[CMAR Firm Name] Proposal – Development Services Building Project CMAR”.

Town Representative information is included below:

Town of Johnstown
c/o Jeremy Gleim, Planning & Development Director
jgleim@johnstownco.gov
450 S Parish Ave
PO Box 609
Johnstown, Colorado 80534

To ensure successful delivery of proposals, emailed PDF documents are recommended not to exceed 30 MB. Emailed links for larger files to Dropbox or other file transfer sites are acceptable.

A. Questions and Contact Information

All questions relating to this RFP shall be directed to Jeremy Gleim, Planning & Development Director, in writing, via email at jgleim@johnstownco.gov. Deadline for questions is 3:00 pm on October 31, 2024. Questions received after the posted deadline may not be answered.

4. Scope of Services – Construction Phase Services

Construction work will be contracted using an EJDC Agreement based on the agreed-to GMP. The proposed construction phase services and activities are listed below. The



Development Services Building Project

Construction Manager at Risk – Request for Proposals

executed construction agreement between the Town and CMAR firm along with the GMP shall include the following tasks:

- All construction management and construction services including necessary labor, supervision, equipment, tools, and materials required for construction, including Pre-Construction phase services.
- Participating in Owner's Design Development, Detailed Design, and Construction Document phases and coordination review.
- CMAR shall provide cost estimates during Design Develop and Construction Documents.
- Project management and superintendent services.
- Subcontractor bid package preparation, advertisement, pre-bid meeting, bidding services, contracting, coordination, payments, and reproduction services.
- Provide cost estimating throughout the design phase of the project, including GMP development and subcontractor procurement.
- Self-performed construction work as elected after bidding processes.
- Identifying and reconciling constructability issues and performing formal constructability analysis reviews of the design documents prior to subcontractor bidding.
- Assessing alternative construction options for cost savings.
- Identifying products for Value Engineering (VE) and engineering systems based on life cycle cost, design considerations, and any work necessary to support their implementation.
- Preparing monthly payment applications.
- Organizing weekly (or as required) construction progress meetings.
- Responsible for all temporary construction facilities, job site management, clean-up, access, deliveries, and safety.
- RFIs, potential contingency items, work change directives, Change Order preparation, coordination, and execution.
- QA/QC.



Development Services Building Project

Construction Manager at Risk – Request for Proposals

- Close-out documentation (O&M manuals, asset list for asset management program, as-built drawings/documents, Warranty, Mechanics Lien release and Bonds as required).
- Commissioning of all mechanical equipment.
- Project permitting.
- Maintenance of performance and payment bonds during the project execution and maintenance of the performance bond through the warranty period following substantial completion.
- Maintenance of necessary and specified insurances during the project implementation and execution.
- Other required services for project completion outlined in the CMAR contract and general/supplemental conditions.

5. Project Schedule and Key Dates

The preliminary project schedule is generally outlined in the table below. Continuation of design, constructability review, and scheduling for the project is expected to begin immediately after a CMAR is selected and a construction agreement is executed with the Town. Key dates are summarized in the table below:

Activity	Date
RFP Release Date	October 11, 2024
Pre-Proposal Meeting (1:00 p.m.)	October 22, 2024
Final Written Questions (3 p.m.)	October 28, 2024
Response to all Written Questions (5 p.m.)	November 1, 2024
Proposal Due (2 p.m.)	November 12, 2024
CMAR Interviews	Week of November 18, 2024
Construction CMAR Selection	December 2, 2024
Design Development Cost Estimate	December 6, 2024
Construction Start	March 2025
Project Substantial Completion	January 2026

6. Conditions of Proposal

1. All proposing firms shall comply with the conditions and requirements of this RFP.
2. The proposal must be signed by an authorized official of the proposing firm.



Development Services Building Project

Construction Manager at Risk – Request for Proposals

3. Pricing in proposals should reflect the costs for construction beginning March 2025.
4. The Town reserves the right to reject any and all proposals or any part thereof. This right further allows the Town to award the proposal to the most responsive and best qualified proposing firm as deemed in the Town's best interest.
5. All costs, including travel, incurred to prepare proposals shall be borne solely by the proposing firm.
6. The Town reserves the right to negotiate a final scope of supply and services and terms with the selected CMAR that may vary from those included in this RFP.
7. The Town will not return proposals or other information supplied from proposing firms. If desired by the applicant, the financial information that is provided should be stamped confidential, otherwise it will be considered public information.
8. The Town may extend invitations to interview selected firms during the selection process.
9. Proposals shall follow the format prescribed below and will be evaluated by Town Staff, and the Design Engineer. The Town will make the final decision of award.
10. The Town's standard Professional Services Agreement will be used for the design phase services. Proposers shall review and provide comments on the Town's agreement and include any proposed changes as part of their proposal.

7. Proposal Format and Content

Proposals shall be concise and complete; and will exhibit the CMAR's understanding of the project, including identification of methods and resources to be used for completion of the CMAR services. Each proposal shall be in PDF format and submitted electronically by email. (Emailed links for larger files to Dropbox or other file transfer sites are acceptable.) Supplemental information, as necessary, can be included in an appendix. Please limit supplemental information to only relevant material as it pertains to the CMAR's related experience and qualifications. The proposals shall include a demonstration of personnel and professional qualifications together with proposed basis of pricing of all services to be provided by the firm.

Page Count: Maximum 40 pages (excluding covers, index, financials and resumes)

Cover Letter:

Provide proposal introduction and the following:

- Legal name of firm and any previous names of firm in last 10 years, and date established.



Development Services Building Project

Construction Manager at Risk – Request for Proposals

- Contact person for this proposal, title, phone number, e-mail address, fax number, street, and mailing addresses.

Project Approach and Detailed Scope of Work:

Describe your proposed Project Approach, addressing:

- Suggested procurement packages, construction sequences, means and methods.
- Value engineering ideas for the most cost-effective solutions.
- Input on factors such as cost, ease of installation, delivery schedule, quality, potential contracting, or construction issues.
- Partnering.
- Suggested method of establishing a project contingency and who controls the use of the contingency and procedures for justifying use of contingency funds. *Note: Town reserves the right to determine final methodology for contingency funds.*
- Comments and suggestions regarding the proposed Contract Documents. If desired, propose alternate Contract Documents. The Town will consider other standard CMAR Contract Documents in lieu of the sample Documents included in this RFP.
- Provide the percentage and scope of work that will be self-performed vs. those elements of work that will be subcontracted out.
- Describe availability, bandwidth, and resources available to complete the project.

Cost Proposal:

Prepare and submit a Cost Proposal for the Town's consideration reflecting the entire cost, scope of work, and quality intent of the project. The Cost Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the pre-construction services. All construction costs must be clearly defined and included in the Cost Proposal. In the proposal, provide overhead and profit percentage that will be used in the final Guaranteed Maximum Price. The Cost Proposal shall include value engineering during the design phase of the project.

The culmination of the pre-construction services will be a Guaranteed Maximum Price (GMP) proposal for the construction of the Project. This will include the General Conditions, Overhead and Profit, and anything else pertinent to the construction of the Project. All proposed allowances included shall be approved by the Town and shall include estimated quantities and values justified by the



Development Services Building Project

Construction Manager at Risk – Request for Proposals

CMAR. The CMAR's proposed "self-performed work" shall be documented in the GMP Proposal with a detailed, quantified and unit priced cost estimate. Describe contingency, how it is managed and the use of contingency.

Proposals MUST submit the above requested information. The selected firm is expected and required to have a completely open book policy on all pricing of work with multiple bids. Final consideration for awarding of contract(s) will not be solely based on cost, but instead on a combination of qualifications, experience, demonstrated successes and references, capacity to fulfill all the requirements of the contract and other qualifying considerations.

Certificate of Good Standing:

Include current Certificate of Good Standing with the State of Colorado.

Project Schedule:

Provide a proposed project schedule, to include coordination with the design team and construction of the Project.

Project Team: Resource Commitment, Capabilities and Experience:

General

- Provide a detailed response to the qualification requirements outlined above.
- Additionally, list current projects under construction including owner's name and contact information, contract price, percent complete, scheduled completion date and brief description of the work. Describe recent experience, completed in the last five years, by the firm in the State of Colorado, highlighting any partnering or CM experience which your firm was/is the lead, including experience of key staff with similar owner/engineer/construction manager teams.

Staff

It is expected that the CMAR's key personnel assigned to the project will remain fixed throughout the design and construction phase of the project, unless mutually acceptable arrangements are made otherwise.

- Submit the following information regarding staff that will be dedicated to the project:
 - Job descriptions of key positions (i.e., project manager, project superintendent(s).



Development Services Building Project

Construction Manager at Risk – Request for Proposals

- Onsite project manager
 - Project engineer
 - Cost estimator
 - Others as appropriate.
- Names and experience and qualifications of individuals proposed to fill key positions.

Safety

- Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years.
- Address your company's safety program and any additional information that would be useful in showing your approach to a safe work site.

Subcontractors

- List subcontractors that you have working relationships with that might be used on this project.

Construction Sequencing and Scheduling

- Describe the way in which your firm develops and maintains project schedules for projects of this size and nature.
- Describe process and frequency for updating project schedules and how your firm works to overcome challenges and works to maintain the original completion date.
- Describe process and software for managing short term duration schedule (i.e., two or three week look ahead schedules).
- Submit an example of a total and short-term project schedule for a similar sized project.

Quality Assurance/Quality Control

- Provide details on firm's quality control program. Explain how firm administers a quality control program during construction, how performance measures are documented and how quality issues are addressed.
- Provide examples of when firm exceeded quality standards, gained industry recognition, or received quality awards.

Financial Statement



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Construction Manager at Risk – Request for Proposals

- Attach a financial statement, preferably an audited statement, including your firm's latest balance sheet and income statement showing the following items: Current Assets, Net Fixed Assets, Other Assets, Current Liabilities, Other Liabilities, name of the firm preparing the financial statements and the date prepared.

Bonding Company/ Insurance Company and Information

- Provide the name, address, and phone number of the firm's bonding agent.
- Provide a letter from the bonding agent indicating the firm's bonding capacity is adequate to undertake this work.
- Provide the name, address, and phone number of the firm's insurance agent(s). Provide certificate of insurance outlining coverage and policy limits. Confirm that coverage can be extended for work on this project. Town and Engineer shall be listed as an additional insured. Note any current claims that will affect coverage limits available to the Town for this project.

References:

- Provide three (3) client references (project name, contact person, and phone number) for projects that are similar in size and scope, and best demonstrates the firm's ability to complete the proposed project successfully.

8. Evaluation Criteria

The Town will be the sole judge of the Proposer's qualifications and experience, including experience with similar projects, demonstration of ability to perform work, leadership structure, project manager's experience, project team and experience working together, management approach, financial condition, project understanding and project schedule. Project understanding shall include the Town's desired level of construction quality, building construction improvements, and general design intent as deemed appropriate for the Town. Evaluation factors are listed in no order of preference.

A. Responsiveness to RFP

Only responsive proposals will be considered and evaluated.

B. Qualifications and Experience

Preference may be given to firms with the following experience:



Development Services Building Project

Construction Manager at Risk – Request for Proposals

- I. Successful completion (on time, within budget, and per client’s specifications) of at least two (2) facilities for similar construction projects in the last five (5) years by the general contractor with a similar or larger scope to the Project in this RFP.
- C. Resources
Provide details explaining how the firm or firms involved have current resources available to perform this Project.
- D. Leadership structure/key personnel experience
Provide resumes demonstrating that the qualifications of the persons proposed for the following positions have relevant experience on projects of similar size and scope. Proposer must dedicate all key personnel to the project and may not make changes without written approval from the Town. No substitutions of key personnel represented below will be accepted without prior approval from the Town. Request for approval to substitute may be submitted by the Proposer only for reasons beyond the Proposer’s control.
 - I. Key Personnel include the following:
 - a. Construction Manager
 - b. Construction Superintendent
- E. Management Approach
Provide a narrative explaining your approach to successfully manage the design and construction of the Project. Include a description and examples of how you will manage cost, quality, and schedule. Schedule shall begin at “Notice to Proceed” and end with “Owner Occupancy” and assume an interim agreement will be executed.
- F. References
The Town reserves the right to contact any reference listed or non-listed party it deems appropriate. By submitting a response to this Request for Proposals, the Proposer releases the Town and any references from all liability concerning the exchange of this information.
 - I. Include a minimum of three (3) references. Preference will be given to references that are of similar nature to this construction project.
- G. Financial Condition



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Construction Manager at Risk – Request for Proposals

Financial data will be reviewed and compared to industry standards. Include your firm's most recent, preferably audited, income statement and balance sheet.

H. Safety Performance

Safety data will be reviewed and compared to industry standards.

- I. Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years.
- II. Address your company's safety program and any additional information that would be useful in showing your approach to a safe work site.

- I. Debarment Status – By submitting a Proposal, the Proposer certifies that neither it nor any affiliated entity is currently debarred from submitting bids or has otherwise agreed not to submit bids on contracts by the federal government or by any governmental entity in Colorado or any other state.

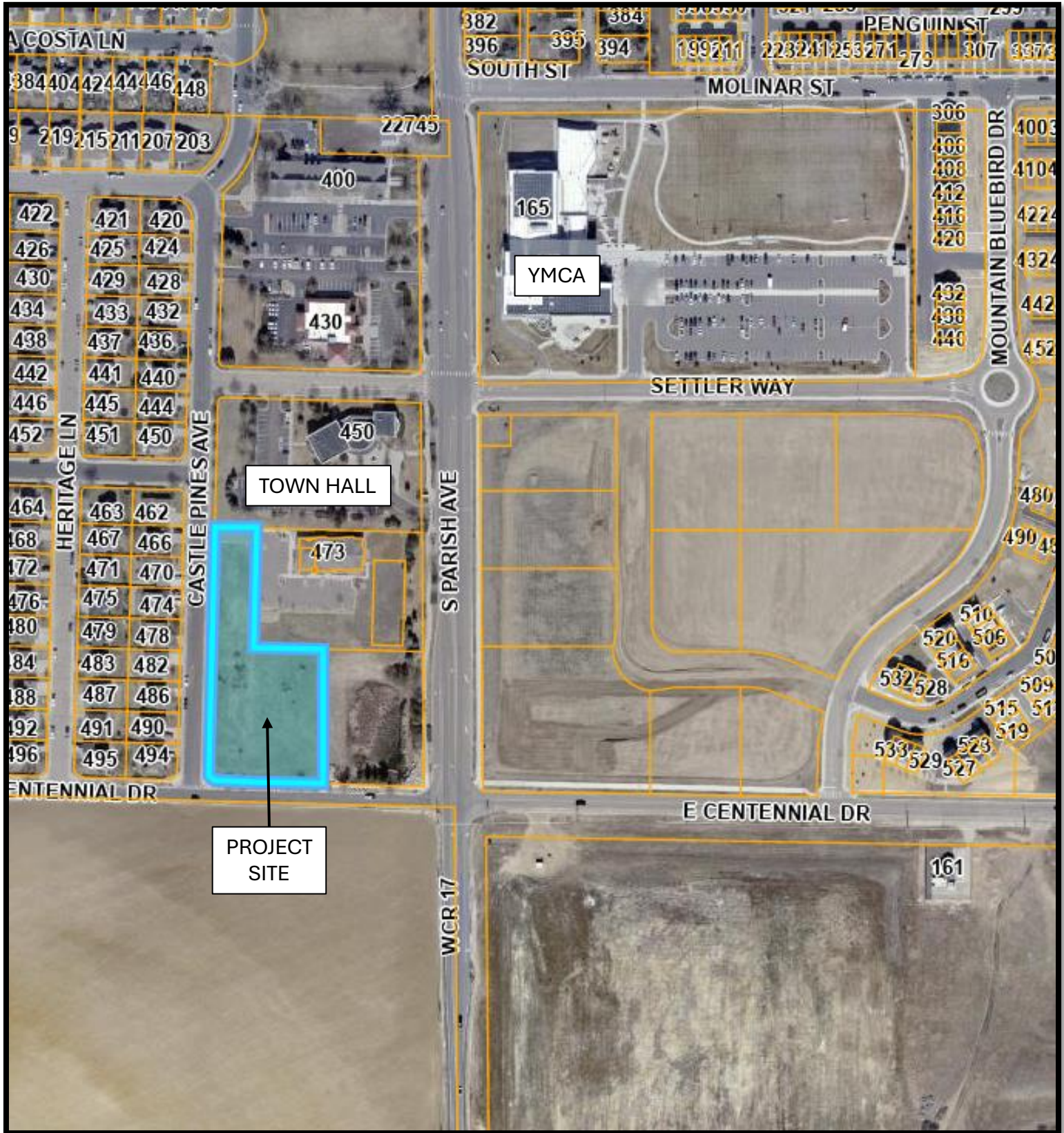
- J. Lawsuits – Proposer's shall submit any open litigation and all litigation involving the firm in the past five years.

At the discretion of the Town, the Town may interview one or more proposal respondents.

END CMAR RFP INSTRUCTIONS

Attachments to this RFP:

1. Schematic Architectural Plan
2. Schematic Civil Narrative
3. Schematic Civil Plan
4. Schematic Landscaping Plan
5. Schematic Structural Plan
6. Professional Services Agreement for Pre-Construction Services



**TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____ 20__ (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipality (the “Town”) and Sampson Construction Co., Inc., a Nebraska corporation (“Contractor”) (collectively, the “Parties”).

RECITALS

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

WHEREAS, the Parties wish to memorialize their contractual relationship.

AGREEMENT

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

SECTION 1: PARTIES

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

1.02 Contractor. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent Contractor in the performance and exercise of its rights and obligations under this Agreement.

SECTION 2: SERVICES, COMPENSATION AND TERM

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

2.02 Compensation. In consideration of Contractor’s performance of the Services contemplated herein, the Town agrees to pay Contractor the compensation set forth on Exhibit A. Contractor shall submit detailed invoices reflecting the portion of the Services completed to the date of the invoice. The Town shall provide payment for Services to Contractor within thirty (30) days of receipt of the invoice. In its discretion, the Town may withhold payment for disputed portions of invoices on the condition that the Town provides written notice to Contractor of the dispute. Upon delivery of notice, the Town and Contractor shall promptly endeavor to resolve such dispute.

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

2.04 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through March 31, 2025, and shall not extend beyond that date absent the written approval of the Town.

SECTION 3: OPERATIONS

3.01 Contractor Status. Contractor avers that it has the background, expertise and education to provide the Services. Contractor shall be responsible for the proper performance of the Services in accordance with the terms hereof. Contractor shall obtain the necessary permits, if any, and maintain all required licenses, including but not limited to a Town business license.

3.02 Schedule. Unless otherwise set forth in Exhibit A, Contractor shall provide the Services in accordance with the timeline requested by the Town

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance.

A. Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future Town comprehensive or personal injury liability insurance policies. As a material term of this Agreement, Contractor agrees to maintain and keep in force during the term of this Agreement one or more policies of insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado in the following amounts:

1. Workers' compensation insurance as required by law;
2. Commercial general or business liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate;
3. Automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) for any one occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that Contractor's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of Contractor who utilizes an automobile in providing services to Town under this Agreement; and
4. Professional liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.

B. Contractor shall procure and maintain the minimum insurance coverages listed herein. All coverages shall be continuously maintained to cover all liability, claims,

demands and other obligations assumed by Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Town shall have the right to request and receive a certified copy of any policy and any endorsement thereto. Except for workers compensation insurance, the Town shall be listed as an additional insured party on Contractor's insurance policies.

C. A certificate of insurance shall be completed by Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and, upon request by the Town, shall be subject to review and approval by the Town. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The completed certificate of insurance shall be provided to the Town.

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR

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

Agreement.

SECTION 7: NOTICE

7.01 Notices. All notices required under this Agreement shall be in writing and shall be: 1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth; or 3) sent by electronic mail ("email") return receipt or written acknowledgment requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. All notices by email shall be effective upon delivery, on the condition that the intended recipient acknowledges receipt thereof. Either party, by notice to be given, may change the address to which future notices shall be sent.

TO THE TOWN:

Town of Johnstown
Attn: Matt LeCerf, Town Manager
450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534
Email: notices@johnstownco.gov

TO CONTRACTOR:

Sampson Construction Co., Inc
Attn: Rick Fleming
4508 Endeavor Drive, Suite 100
Johnstown, CO 80534
Email: rick.fleming@sampson-construction.com

SECTION 8: MISCELLANEOUS

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

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

8.03 Laws and Regulations. In the conduct of the Services, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the Town or its designated representatives.

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

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

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

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

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

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

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

8.11 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

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

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

interpreted against any Party because of authorship.

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

8.15 Controlling Document. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control.

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

8.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument.

8.18 Waiver of Right to Jury Trial. To the fullest extent permitted by law, each party hereto waives its respective rights to a trial by jury of any claim or cause of action based upon, arising out of or related to this agreement.

8.19 Data Security. If Contractor has access to personal identifying information during the term of this Agreement, Contractor shall, pursuant to Section 24-73-101, *et seq.*, C.R.S., destroy all paper and electronic documents containing such personal identifying information within six months of termination of this Agreement, unless otherwise required by law. During the term of this Agreement, Contractor shall implement and maintain reasonable security procedures that are appropriate to the nature of the personal identifying information disclosed or maintained and that are reasonably designed to help protect the information from unauthorized access, use, modification, disclosure or destruction. If Contractor discovers or is informed of a security breach, Contractor shall give the Town notice in the most expedient time and without unreasonable delay, no later than ten (10) calendar days after it is determined a security breach occurred. Contractor shall cooperate with the Town in the event of a security breach that compromises computerized data, if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the Town information relevant to the security breach.

[Remainder of page intentionally left blank.]

TOWN OF JOHNSTOWN, COLORADO

By: _____
Michael P. Duncan, Mayor

203

EXHIBIT A SERVICES

CONSTRUCTION MANAGER AT RISK CMAR CONSTRUCTION PHASE SERVICES

TOWN OF JOHNSTOWN DEVELOPMENT SERVICES BUILDING PROJECT

SCOPE OF SERVICES

The Town and Contractor (CMaR Firm) will enter this Pre-Construction Phase CMAR contract, at a cost of \$22,250. This will culminate with the CMaR Firm offering a Guaranteed Maximum Price (GMP). The Town will have the option to either:

1. Accept the GMP as presented and award a construction contract agreement; or
2. Engage with an independent 3rd party to evaluate the GMP proposed. If the independent 3rd party price is within 10% of the CMaR GMP, the Town will have final discretion to either award a construction contract agreement to the CMaR Firm or publicly bid the project.

These services shall include the following:

- Constructability Reviews
- Attendance of Design Meetings
- Value Engineering
- Project Scheduling
- Project Phasing
- Budgeting of Schematic and Design Development Packages
- Recommendation of early work packages
- GMP Preparation based on Final Construction Documents
- Subcontractor Engagement/Solicitation



Johnstown
--- COLORADO

Sampson
Construction

TOWN OF JOHNSTOWN

Development Services Building

Request for Proposal

CMAR Services

11.12.20

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SAMPSON CONSTRUCTION,
YOUR TRUSTED PARTNER IN



Johnstown
--- COLORADO

November 12, 2024

Jeremy Gleim
Planning & Development Director
Town of Johnstown

RE: Request for Proposal for Construction Manager at Risk (CMAR) Services for the Town of Johnstown Development Services Building Project.
Acknowledging Addendum #1 & 2

Dear Mr. Gleim and Members of the Selection Committee:

Sampson Construction is thrilled to submit our proposal for the Development Services Building project. With over 70 years of experience, we have a proven track record of delivering exceptional facilities that meet the highest standards of quality, functionality, and cost-effectiveness.

JOHNSTOWN COMMUNITY COMMITMENT: We've been located in Johnstown for nearly a decade. Our relationships with local leaders, businesses and subcontractors are strong. We've successfully delivered over \$115 million in projects and actively participate in community initiatives. Our team is proud of our contributions to Johnstown, including the construction of the 77,000 SF Elwell Elementary School, the first new school in the Weld RE-5J School District in 20 years, and the 283,700 SF Scheels All Sports, one of the largest buildings in Johnstown. Our office is less than 10 miles away from the proposed Development Services Building. This positions us to efficiently deliver preconstruction and construction services. As Johnstown residents, we are excited about the opportunity to contribute to a facility that will serve the rapidly growing community.

EXPERIENCE MATTERS: Our firm's experience in delivering 195 municipal/public service projects, encompassing 4.2 million SF and valued at over \$1.6 billion, establishes us as a reliable partner. Our portfolio showcases a variety of municipal facilities, including city halls, courthouses, libraries and law enforcement facilities. This experience demonstrates our capability to fulfill the needs of our community.

ELEVATING THE CLIENT EXPERIENCE THROUGH CMAR SERVICES: Nearly 80% of our work is delivered through the CMAR delivery method. This has allowed us to develop industry leading preconstruction tools and processes. We will work as a team with Johnstown representatives, Design Engineer (D2C Architects), and stakeholders during the design phase to proactively address potential construction, cost, and schedule challenges. We know how to prevent schedule surprises caused by potential long lead times, how to navigate a volatile cost climate before it's too late, and deliver an exceptional facility.

THE POWER OF TEAMWORK: We firmly believe great achievements are the result of effective teamwork. Our strong, longstanding relationships with the Town of Johnstown, the local community, and D2C Architects will be instrumental in delivering a successful project that exceeds Johnstown's vision. We are excited about the opportunity to partner with the Town of Johnstown and D2C Architects on this important project.

With gratitude,



Rick Fleming, Project Executive (*Primary Contact*)

P: 970.420.0571 | E: rick.fleming@sampson-construction.com

4508 Endeavor Drive, Suite 100

Johnstown, CO 80534

Legal Name of Firm Last 10 Years: Sampson Construction Co., Inc | Established: 1952



Sampson

Construction

MANAGING OFFICE:

4508 Endeavor Drive, Suite 100
Johnstown, CO 80534

PRIMARY CONTACT:

RICK FLEMING

970.420.0571

rick.fleming@sampson-construction.com

ESTABLISHED: 1952

YEARS IN BUSINESS: 72 years

OFFICE LOCATIONS:

Colorado: Johnstown

Wyoming: Casper

Nebraska: Kearney, Lincoln, Papillion

AREAS OF EXPERTISE:

Construction Manager at Risk

Design-Bid-Build

Design-Build

YEARS OF EXCELLENCE
72

QUALITY. EXPERIENCE. COMMITMENT. INNOVATION

Sampson Construction Co., Inc. is a family-owned regional construction company with a seven-decade legacy of excellence and leadership. We hold our team to an uncompromising level of quality. Our actions are guided by our values and passion, which drives us to deliver the best construction services to our clients. The majority of our work has been through the CMAR delivery method. In the last five years we've accomplished 373 projects totaling \$1.9 billion and 8.6 million square feet. ***We also take pride in the fact more than 60% of our work comes from returning clients, highlighting the trust and satisfaction they have in our services.***

MUNICIPAL/PUBLIC SERVICE EXPERIENCE

We recognize that quality municipal and public service facilities reflect pride of community. Our team has constructed 195 municipal buildings valued over \$1.6 billion and totaling 4.2 million SF. This experience includes city halls, courthouses, libraries, and law enforcement facilities. We look forward to sharing our extensive experience and unique insight into municipal building requirements with the Town of Johnstown.

 **195**
TOTAL
PROJECTS

 **\$1.6**
BILLION
TOTAL VALUE

 **4.2**
MILLION
TOTAL SF

Suggested procurement packages, construction sequences, means and methods.

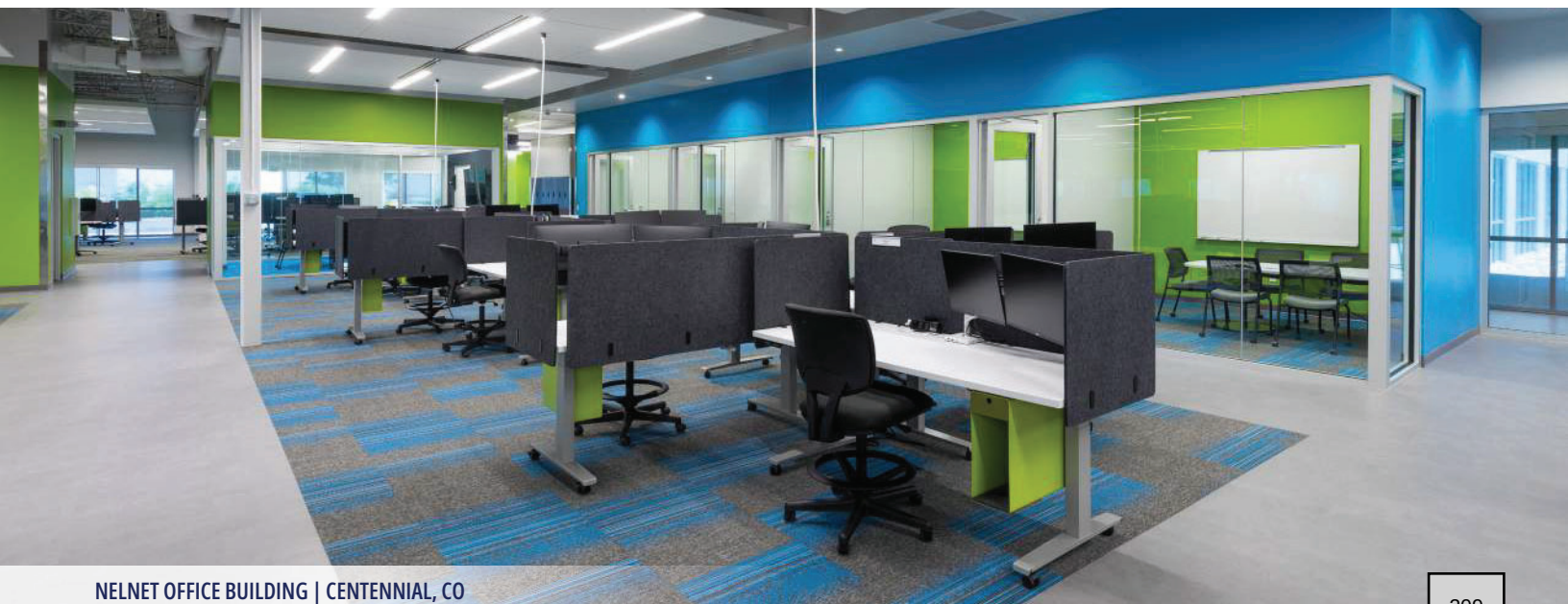
Sampson has a proven track record of getting ahead of aggressive schedules by skillfully identifying and developing early bid packages. We will work closely with the Town of Johnstown and design team to make everyone aware of long-lead items, and proactively work with D2C Architects to help them develop appropriate design plans that allow us to issue early bid packages while eliminating design headaches in future phases. This is the definition of an integrated design and construction approach. The construction schedule will serve as a guide, outlining key milestones, delivery dates, and subcontractor coordination. We will work with Johnstown representatives to set project goals and scheduling parameters, establishing milestones for permitting and bidding to ensure appropriate sequencing. Our team will seek out scope gaps, incomplete details, or means and methods items which need to be addressed to increase competitiveness of bids and minimize the project's exposure to potential claims during construction.

Based on current market conditions, our team recommends a detailed review of electrical switchgear specifications to help ensure that readily available electrical components are specified. As specifications are finalized, our team will work with our trusted subcontractors to determine current market lead times and make recommendations for strategic early procurement of long lead items such as electrical switchgear. At this time our team does not anticipate the need for any other early procurement packages, however we are constantly monitoring procurement timelines allowing our team to make timely recommendations as market conditions begin to change.

Value engineering ideas for the most cost-effective solutions.

Our value engineering approach leverages our team's knowledge, proven strategies, and availability of systems and materials to provide alternate solutions that offer cost savings. Our team will present a value engineering list to all project stakeholders and the design team that could include alternate manufacturers, products and/or methods, leading to potential cost savings. At each stage of design progress and review, our team will provide an evaluation of mechanical systems, building envelope, and electrical systems. This will give stakeholders the ability to choose the building systems that provide the most value while meeting performance requirements. During these review periods we will also consult trusted subcontractors to provide feedback to ensure the design is constructible and cost efficient. As material selections are finalized we will evaluate alternate manufacturers and make recommendations to be reviewed and approved by the design team that often result in significant costs savings while providing an equal level of quality and finish.

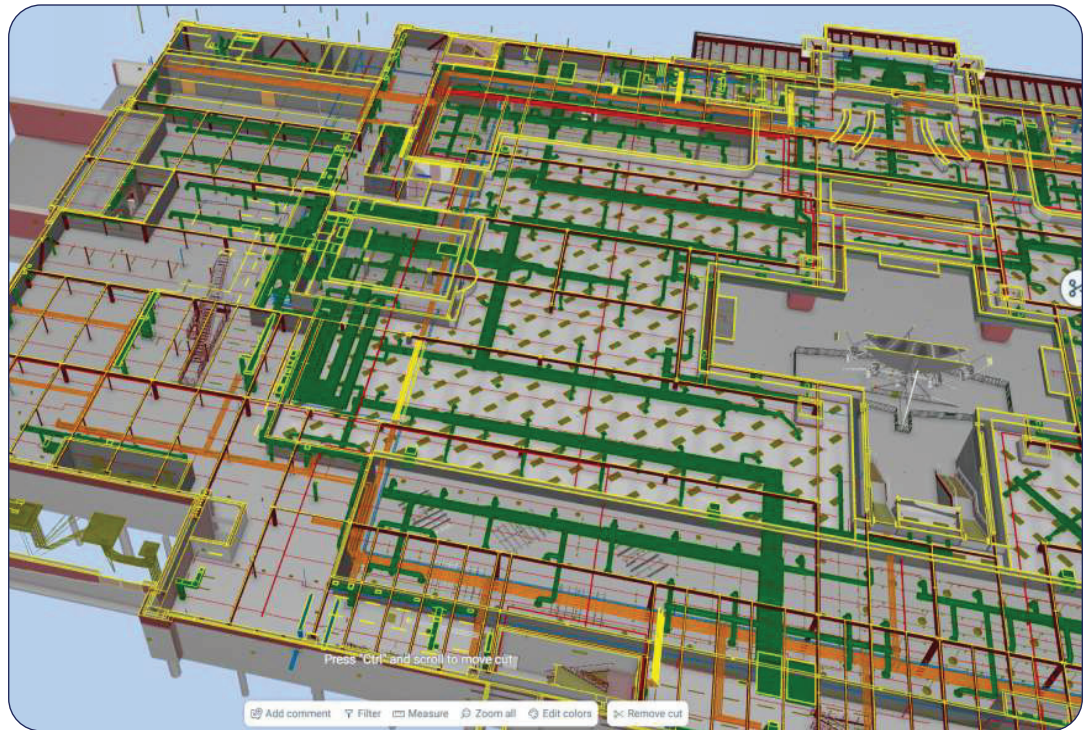
Our early involvement, combined with our in-house specialty teams and advanced technologies, including Building Information Models (BIM), Virtual Design & Construction (VDC) and Join preconstruction software helps us to deliver an industry leading value engineering process.



At Sampson we leverage Building Information Modeling (BIM) and Virtual Design & Construction (VDC) process preconstruction reviews to identify and resolve design and trade conflicts early, preventing costly delays and rework. This approach ensures clear communication among stakeholders, streamlining the entire construction process. Additionally, our reality capture services, including drones, 360 degree cameras, and laser scanning, not only provide precise site data but also enhance communication and coordination, offering stakeholders a vivid, real-time insight into project progression.

+ Laser Scanning for Enhanced Quality and Efficiency: Our team is committed to leveraging cutting-edge technology to deliver the highest quality construction, all while minimizing disruption to nearby operations. Laser scanning utilizes a pulsed laser beam to apply and capture millions of precise data points, creating a highly accurate 3D representation of the existing site and elements in a significantly shorter timeframe compared to traditional surveying methods. This point cloud data will be integrated into the Building Information Model (BIM) to: perform detailed existing conditions surveys, identify potential constructability issues, and facilitate precise layout and prefabrication.

+ Dalux BIM Viewer: Empowering Field Crews with 3D Visualization: Seamless communication between design and construction teams is crucial for project success, especially in an occupied environment. At Sampson Construction, we leverage the Dalux BIM Viewer to empower our construction crews with a real-time 3D view of the coordinated construction model - including the integrated laser scan data. The Dalux BIM Viewer is a user-friendly mobile application that allows field personnel to access the project's BIM model directly on their tablets or smartphones. This includes: 3D Visualization of the Entire Building Design, Integration of Laser Scan Data, Real-Time Clash Detection.



CHRIS SMITH | BIM/VDC COORDINATION MANAGER

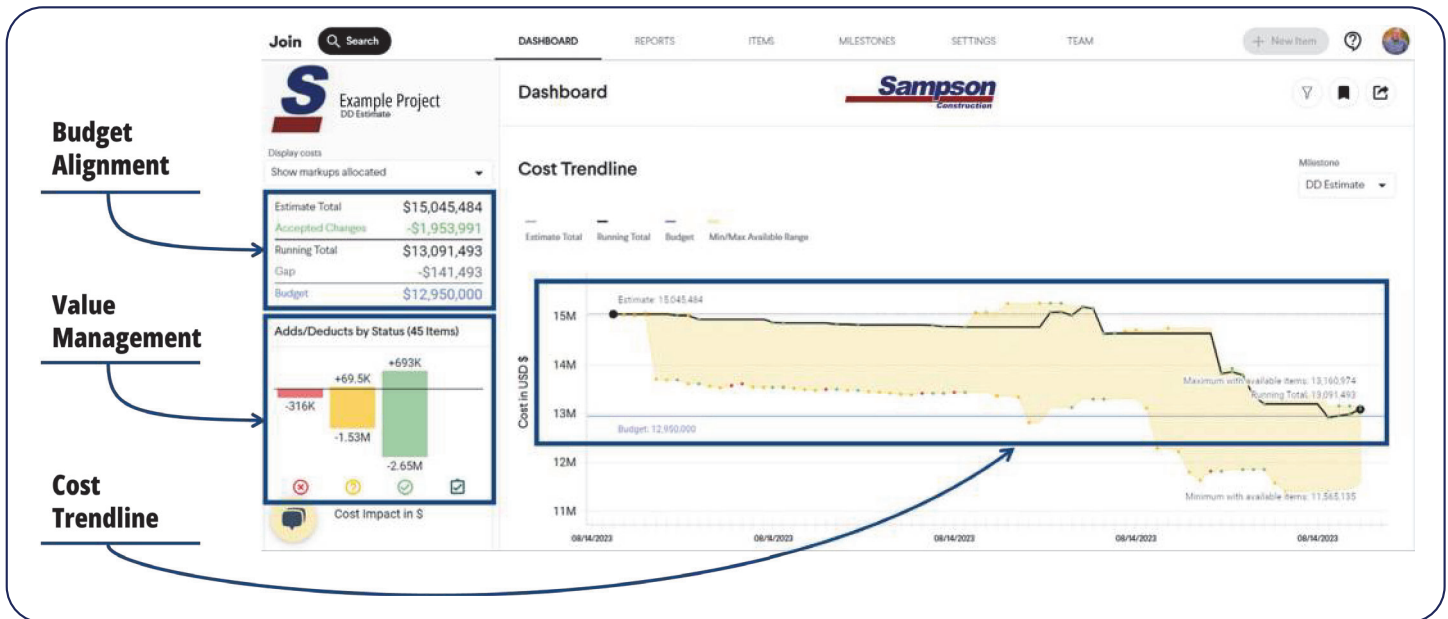
13 YEARS OF EXPERIENCE | SAMPSON SINCE 2022

Chris, as Virtual Design and Construction (VDC) Coordinator, will play a role in ensuring a smooth and efficient construction process. He will work closely with project team members to identify and eliminate constructability issues through model-based coordination, minimizing the risk of errors and delays.

+ Collaborative Preconstruction Technology: Join is dedicated preconstruction software that integrates team decisions with real-time construction cost updates, enabling timely and proactive decision-making to maintain the project within budget while maintaining design integrity, eliminating late-stage design changes and reducing the potential for change orders during construction. The entire team will always have online access to information, fostering a transparent and interactive process. Join provides milestone budget updates in real-time, aligning the budget with the evolving design.

The Join platform features a budget trendline, indicating potential cost outcomes based on pending decisions. This enhances informed decision-making, ensuring project delivery within the allocated budget and comprehensive project goals. Join allows stakeholders to review the impact of various “what if” scenarios on the total project cost without altering the budget until decisions are finalized.

Below is a snapshot of Join, a collaborative preconstruction technology platform:



Collaborative & Transparent Cost Tracking:

Join will capture and categorize value engineering items. These ideas can be reviewed, accepted, or rejected in real-time, offering Town of Johnstown representatives, stakeholders, and the project team transparent cost-tracking reports. These items are added or deducted from the running project total, based on their acceptance status. Our use of Join underscores our commitment to fiscal transparency and collaborative teamwork.



Visualize Your Budget:

The project estimate is displayed on the Join dashboard in a format consistent with the cost trendline. Estimates are organized within a bar chart, featuring total estimates, running totals, and the project budget. This allows users to quickly spot overruns and underruns, empowering all project partners to confidently review value management/engineering opportunities.

We are dedicated to building a cohesive process from the start, seamlessly integrating with the Town of Johnstown, D2C Architect representatives, and other stakeholders. We prioritize candid and continuous communication, addressing challenges proactively, and delivering optimal design solutions.

Input on factors such as cost, ease of installation, delivery schedule, quality, potential contracting, or construction issues. **Item #9.**

Our team has begun conversations regarding the Development Services Building project and input on factors such as cost, ease of installation, delivery schedule, quality, potential contracting, or construction issues. We look forward to discussing these factors further with the Town of Johnstown at a potential interview.

Below is a sample list of factors our team has discussed for the Development Services Building project.



+ Power of Teamwork: By partnering with the Town of Johnstown and D2C Architects, we will leverage our collective expertise and strong relationships to ensure the successful delivery of this project. Our ongoing collaboration with D2C Architects on the 38,818 SF Wyoming Military Department project has fostered a strong working relationship that will streamline communication and decision-making, ultimately leading to a more efficient and effective project.



+ Neighborhood Safety: Our top priority is the safety of the Johnstown community. We'll keep everyone informed about project progress and safety measures through regular communication and neighborhood meetings. By providing clear and accurate information, we aim to alleviate concerns and foster a positive project experience.



SCHEELS ALL SPORTS | JOHNSTOWN, CO



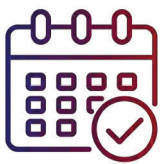


+ **Tight Project Site:** To address the tight project site and its proximity to the residential neighborhood, our team is developing a comprehensive site logistics plan. This plan will encompass delivery scheduling, site access and egress, equipment placement, storage, and work hours, including quiet periods. By prioritizing minimal disruption, we aim to mitigate traffic impacts, ensure the safety of nearby roadways and businesses, and reduce the overall impact on the community. Our initial steps involve a thorough risk assessment and site evaluation to inform the development of this plan.

A preliminary site logistics plan can be found below.

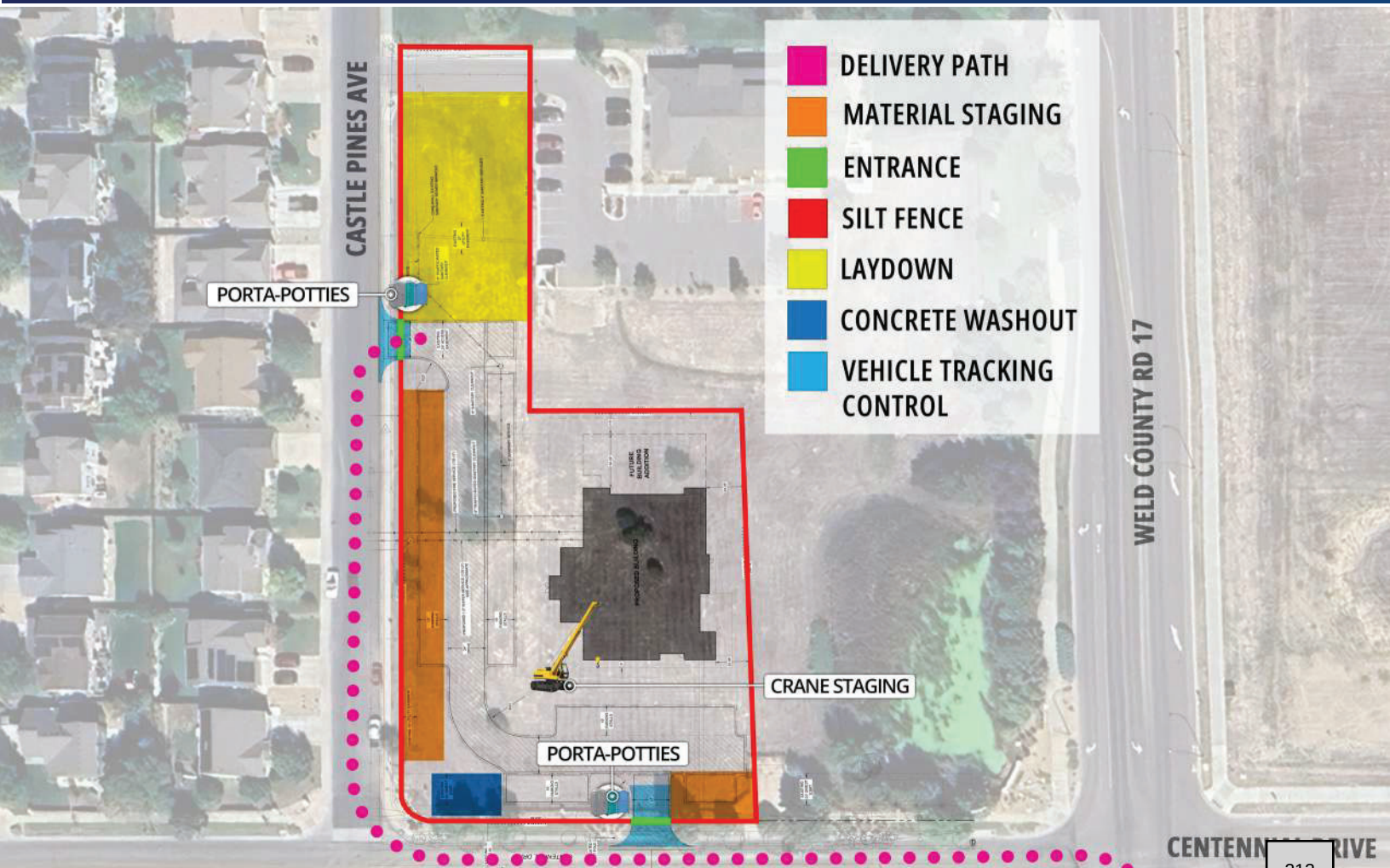


+ **Delivery Routing:** To minimize disruptions to the Johnstown community, we've carefully planned delivery routes that bypass downtown and other sensitive areas. We recommend trucks access the site exclusively through Centennial Dr to respect neighboring properties. Our deep-rooted knowledge of the local landscape and construction best practices enables us to implement strategies that balance project efficiency with community consideration.



+ **Delivery Schedule & Lead Times:** Our team's experience enables us to complete the Development Services Building within the 11-month timeline, while starting in the late winter/wet season. To mitigate current market volatility, we've developed innovative strategies to track and secure materials and labor. Early negotiations with local vendors and subcontractors ensure timely resource allocation, streamlining the construction process and guaranteeing on-time project delivery.

DEVELOPMENT SERVICES BUILDING SITE LOGISTICS PLAN





Johnstown

— — — COLORADO

Sampson

Construction

Item #9.

Partnering.

Johnstown is our community. We are proud to be located here. Our work includes over \$115 million in projects throughout the community. This experience has allowed us to develop strong relationships with civic leaders and local subcontractors. These relationships, combined with our 8-year partnership with D2C Architects, will be instrumental in delivering a successful Development Services Building project that not only meets but exceeds the Town of Johnstown's vision.

Our office is located less than 10 miles away from the proposed project site. Our team members are deeply rooted in the community, with many living in Johnstown and actively participating in local initiatives. We are excited about the opportunity to contribute to a facility that will serve the rapidly growing community and create a collaborative working environment for the Planning & Development Staff and Engineering Department. As neighbors and partners, we look forward to working closely with the Town of Johnstown, D2C Architects, and all stakeholders to create a space that will serve our growing community for years to come. Together, strengthening the community we call home.

9.4 MILE DRIVE



SAMPSON CONSTRUCTION

DEVELOPMENT SERVICES BUILDING



JOHNSTOWN PROJECT HIGHLIGHTS:



Elwell Elementary School

Elwell Elementary spans 77,000 SF, accommodates over 600 students and is the first new school in the Weld RE-5J School District in 20 years. The project included safety/security enhancements, a more efficient HVAC system, large classrooms, and plenty of space for outdoor activities and opportunities for learning.



Scheels All Sports

Sampson is proud to have completed the new 283,700 SF Scheels All Sports in Johnstown, one of the largest buildings in the community. The store includes 85 specialty shops including a 16,000-gallon aquarium, an operational ferris wheel, wildlife mountain, restaurant, home decor and gift lodge, shooting gallery, sports simulators, bike repair shop, and more.

Suggested method of establishing a project contingency and who controls the use of the contingency and procedures for use of contingency funds. Note: Town reserves the right to determine final methodology for contingency funds.

We develop a Guaranteed Maximum Price (GMP) using our in-depth knowledge of market conditions, preconstruction technology resources, and input from a select list of subcontractors. This strategy mitigates budgetary risks and enables us to maintain a smaller, yet sufficient contingency fund, maximizing the project scope within the allocated budget. For each project, we establish a contingency that reflects the level of uncertainties, risks, and potential unknowns, carefully calibrating it to design and market factors to minimize financial risks for all involved parties. This approach has proven invaluable in times of market volatility, allowing us to create viable solutions that keep projects on track. When a valid contingency use is identified, we will notify the Town of Johnstown and D2C Architects and assemble a no-cost change with all pertinent backup included. The project team will then evaluate this proposed use of contingency and agree as a team that the use of contingency is legitimate. Any unused contingency is returned to the owner, reinforcing our commitment to responsible project fund management.

Comments and suggestions regarding the proposed Contract Documents. If desired, propose alternate Contract Documents.

The professional services contract issued as part of Addendum #2 is not particularly well suited for a construction contract. While we are amendable to whatever contract you wish to use, we do suggest the use of an industry standard form contract such as AIA Document A133-2019. We look forward to discussing and clarifying the terms of your form contract during negotiations for the benefit of both parties and the project.

Provide the percentage and scope of work that will be self-performed vs. those elements of work that will be subcontracted out.

We prefer to award all materials and labor contracts through competitive bidding, including scopes our team can self-perform. With decades of established relationships and a strong network of trusted subcontractors, our bidding process ensures excellent coverage for all scopes, delivering value to the Development Services Building project. Our skilled labor force allows us to offer additional options to protect the project's budget, schedule and quality. We retain tradespeople in the areas of rough and finish carpentry, concrete, steel erection, masonry, and excavation through the bidding process. This enables us to self-perform 10-20% of the work in these categories.

When applicable, our team will bid self-performed work using the same standards as other subcontractor bids. We deliver our bid 24 hours in advance to the owner, ensuring all bids are evaluated fairly. If we are the lowest responsible bidder for any scope, with owner approval, we will recommend our crews perform those respective scopes of work. We will self-perform only when it brings value to the project.



10-20% SELF-PERFORM

+ ROUGH CARPENTRY + EXCAVATION
+ FINISH CARPENTRY + STEEL ERECTION
+ CONCRETE + MASONRY



SAMPSON'S FRONT RANGE OFFICE | JOHNSTOWN, CO

Describe availability, bandwidth, and resources available to complete the project.

We are eager and well positioned to add the Development Services Building project to our schedule, and proceed promptly upon award of the project. With a total staff of 317 construction professionals and bonding capacity up to \$450 million aggregate, we have the depth of staff and resources to complete this project. We're fully committed to providing dedicated support from preconstruction through post-occupancy, upholding the Town of Johnstown's high standards at every stage.

COST PROPOSAL

Item #9.

Pre-Construction Fee: \$22,250.00

Construction Fee (Percentage of OH&P): 2.45%

Monthly General Conditions Cost: \$35,403.00



THE SCOULAR COMPANY

48,000 SF OFFICE RENOVATION



216

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,
SAMPSON CONSTRUCTION CO., INC.

is an entity formed or registered under the law of Nebraska, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20041390848 and has provided the assumed entity
name for use in Colorado

SAMPSON CONSTRUCTION CO., INC

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 06/28/2024 that have been posted, and by documents delivered to this office
electronically through 07/03/2024 @ 07:32:43 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 07/03/2024 @ 07:32:43 in accordance with applicable law. This
certificate is assigned Confirmation Number 16178163 .



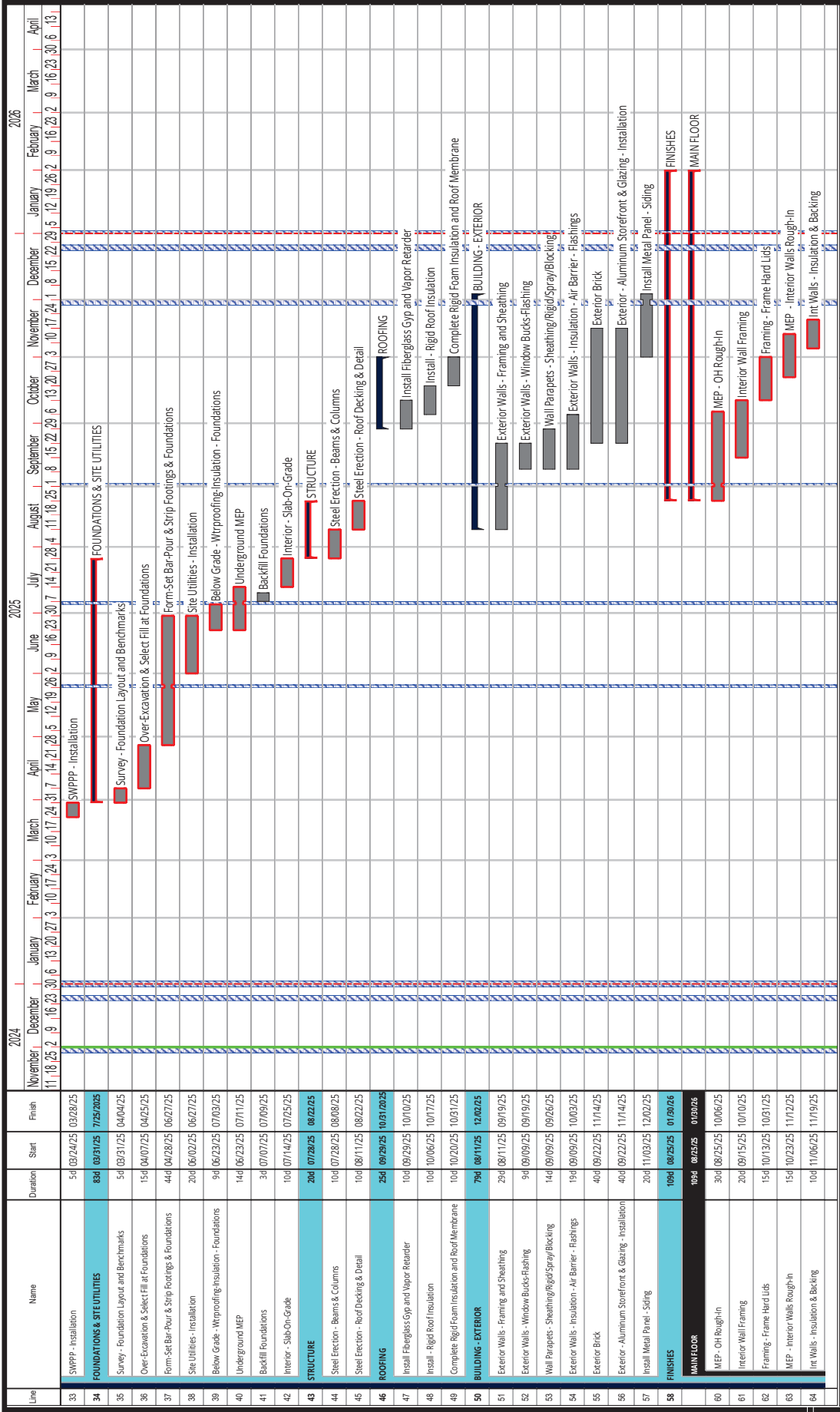
Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

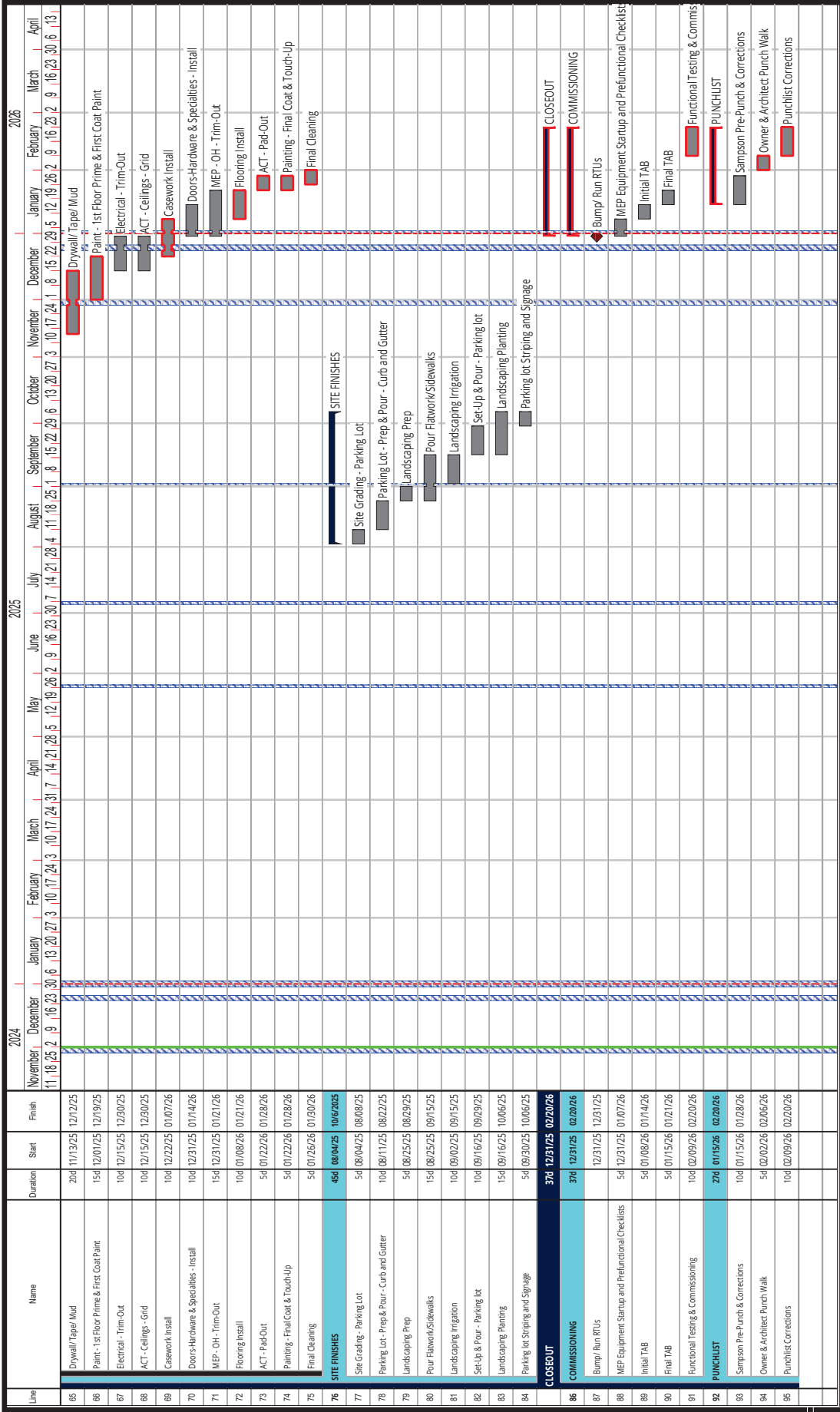




OVERALL PRELIMINARY SCHEDULE

JOHNSTOWN SERVICE BUILDING
JOHNSTOWN, CO





OVERALL PRELIMINARY SCHEDULE

JOHNSTOWN SERVICE BUILDING
JOHNSTOWN, CO



Provide a detailed response to the qualification requirements outlined above.

Sampson Construction meets the qualification requirements outlined on page three (3) of the Town of Johnston RFP. Our firm is confident that our experience, depth of resources and capacity, and safety record will allow us to successfully complete the Development Services Building. We look forward to partnering with “the community that cares.”

+ Municipal/Public Service Experience: Our firm has successfully delivered 195 municipal/public service buildings, encompassing 4.2 million SF and valued over \$1.6 billion, establishing us as a reliable partner for the Town of Johnstown. This experience demonstrates our capability to fulfill the needs of the Johnstown community. We understand what it takes to build a modern municipal building and are eager to create a facility that serves your needs.

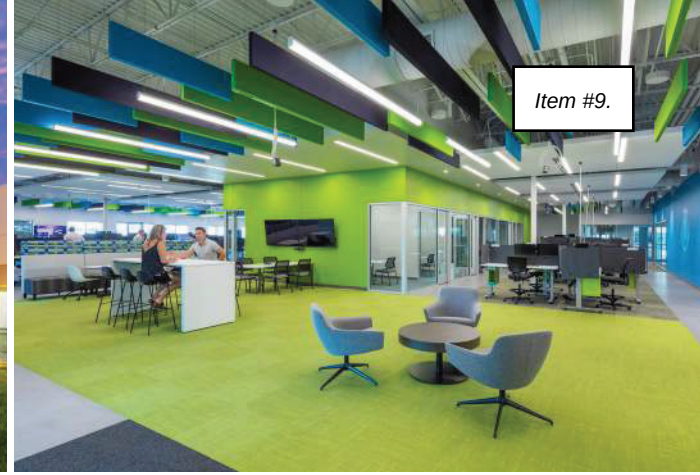
+ CMAR Experience: In the last five years alone, we’ve accomplished 373 projects totaling \$1.9 billion and 8.6 million SF utilizing the CMAR delivery method. This has allowed us to develop industry leading technology and processes tailored specifically to the CMAR delivery method. Our team will serve as your partner, advocate, advisor, and builder throughout preconstruction to occupancy. Sampson Construction is prepared to showcase our proficiency and successful track record of CMAR project execution.

Profiles highlighting our experience constructing municipal building projects and data sheet can be found on the following pages.



MCCOOK MUNICIPAL FACILITY





DELIVERY METHOD

CMAR

PROJECT SIZE

66,000 SF Renovation

PROJECT VALUE

\$8.3 Million

PROJECT SCHEDULE

Completed 2021

SIMILAR SCOPE

Administration
Staff Offices

SIMILAR TEAM

Tyler Farley - Superintendent
Safety Team, QA/QC Team, VDC Team

NELNET

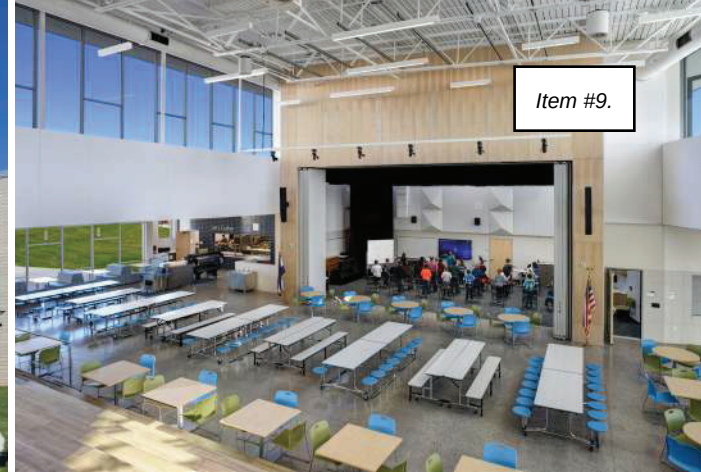
7150 South Fulton Street | Centennial, CO

PROJECT DESCRIPTION

This tenant improvement project encompassed a 66,000 SF space, requiring a complete interior demolition down to the building's shell. The renovation transformed the space into a modern and functional workplace. Interior features include a flexible layout of private offices, conference rooms, and open office areas, as well as innovative gymnasium-style break room with a cloud ceiling system and sound masking. The open office areas feature exposed ceilings, cloud ceiling systems, and sound masking to optimize acoustics and enhance employee comfort. The project also incorporated acoustical sound baffles, aluminum frames, glazing, and unique lighting fixtures.

Exterior enhancements included a 17,000 SF courtyard revitalization with new storm drainage, a pergola structure with color-changing LED lights, canopies, decorative masonry, modern landscaping, entrance fins, and eye-catching signage. This project successfully created a collaborative and inspiring workspace for Nelnet employees.

No claims were made by owner regarding budget, schedule or performance.



DELIVERY METHOD

CMAR

PROJECT SIZE

77,000 SF New

PROJECT VALUE

\$29.6 Million

PROJECT SCHEDULE

Completed 2022

SIMILAR SCOPE

Location
Administration
Staff Offices
Community Building

SIMILAR TEAM

Bruce Zink - Project Executive
Rick Vandenberg - Preconstruction
Don Mohr - Project Manager
Bret Gripenstroh - Superintendent
Safety Team, QA/QC Team, VDC Team

ELWELL ELEMENTARY SCHOOL

155 Silverbell Drive | Johnstown, CO

PROJECT DESCRIPTION

Elwell Elementary School is a new 75,000 SF school built to accommodate over 600 students. The 2-story elementary school is the first new school in the Weld RE-5J School District in 20 years.

The school features an improved pick-up and drop-off loop, safety/security enhancements, larger classrooms, and space for outdoor activities and opportunities for learning. The building encompasses classroom suites, a dining/community commons area, breakout rooms, a STEM room for robotics and technology, and learning lab for hands-on work. The school library opens to both floors and offers a large collaborative area. The campus grounds surrounding the school hold a multipurpose turf field, a hard-surface play area, and a basketball court.

The Elwell Elementary School project was completed within an occupied residential neighborhood. Our team kept in close contact with Weld RE-5J School District and the surrounding community to inform of project progress, and safety practices. This approach ensured a safe and successful project completion.

No claims were made by owner regarding budget, schedule or performance.



DELIVERY METHOD

Design Bid Build

PROJECT SIZE

34,000 SF New

PROJECT VALUE

\$16.8 Million

PROJECT SCHEDULE

Completed 2021

SIMILAR SCOPE

Municipal Building
Administration
Staff Offices

SIMILAR TEAM

Bruce Zink - Project Executive
Safety Team
QA/QC Team
VDC Team

ADAMS YOUTH SERVICES CENTER

192 Bromley Business Parkway | Brighton, CO

PROJECT DESCRIPTION

Adams Youth Service Center spans 34,000 SF and replaced the existing 40-bed detention center. The project was built to meet LEED Gold certification requirements and consists of two buildings. The main building includes a public lobby, facility administration, visiting, medical, intake (with an open air vehicle sallyport), food service and dining, laundry, education, and indoor recreation.

The 14,000 SF housing building consists of four 10-bed housing units, and a dayroom, along with staff offices. The entire campus is controlled and monitored by a single control room that is located adjacent to the public lobby, also serving as building reception. The site consists of security perimeter fencing, parking, sally port, and recreation yard with an exterior basketball court and pavilion. Our team coordinated efforts with several entities, held various coordination meetings and managed several other aspects of the project beyond our normal scope of work.

No claims were made by owner regarding budget, schedule or performance.

MUNICIPAL PROJECT EXPERIENCE

— BUILDING STRONG FOUNDATIONS FOR STRONGER COMMUNITIES —

195
COMPLETED
PROJECTS

\$1.6
BILLION
TOTAL VALUE

4.2
MILLION
SQUARE FEET



Bar Nunn Town Hall
21,600 SF New | CMAR



Converse County Joint Justice & Dispatch Center
60,000 SF New | DBB



Adams Youth Services Center
34,000 SF New | DBB



Platte County Courthouse
21,325 SF Renovation
2,500 SF New | CMAR



Lincoln Community Complex
40,000 SF Renovation
CMAR



Laramie Fire Department
60,000 SF New | CMAR



Casper Police Station
106,785 SF Renovation
CMAR



Laramie County Sr. Activity Center
15,450 SF New | DBB



UW Iverson Police Station
136,711 SF New | DBB



McCook Municipal Facility
36,700 SF New | CMAR



Ainsworth Fire & Rescue
17,500 SF New
17,000 SF Renovation | DBB



Council Bluffs Police Headquarters
54,000 SF New | DBB



Aircraft Rescue & Fire Fighting Facility
8,100 SF New | DBB



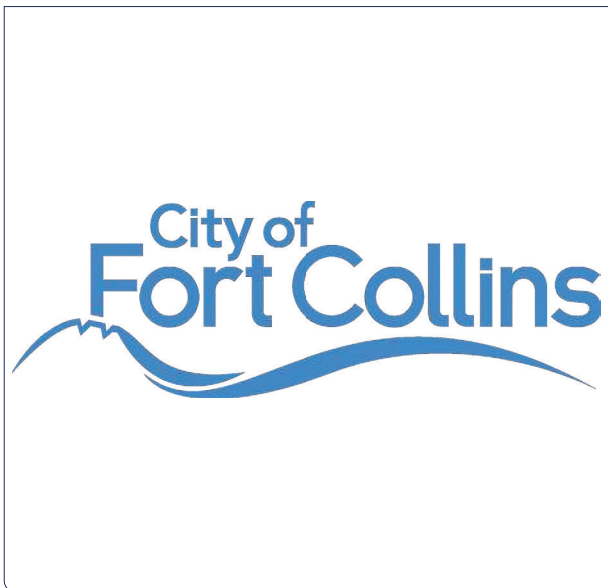
Axtell Fire & Rescue
14,000 SF New | CMAR



Nebraska Dept. of Correctional Services
220,000 SF New | DBB



Saunders County Law Enforcement Center
63,000 SF New | CMAR



List current projects under construction.

Item #9.

Meadow Community School

Mike Crawford, Sr. Deputy Superintendent

Mapleton Public Schools

P: 303.853.1050 | E: crawfordm@mapleton.us

Value: \$33.6 Million

Percent Complete: 50% | Completion Date: August 2025

Description: The new building spans 68,000 SF and addresses site safety and security issues. The building will serve preschool through eighth grade and feature collaborative learning spaces.

Platte Valley Bank Administration Building

Alan Doll, Facilities Manager

Platte Valley Companies

P: 308.633.9752 | E: ahdoll@pvbank.com

Value: \$13.4 Million

Percent Complete: 43% | Completion Date: July 2025

Description: This new two-story facility will be approximately 23,000 SF with an optional sky-walk connecting the new building to the existing bank building.

City of Fort Collins - NSAC Front Desk Renovation

Susan Downing, Owner Contact

City of Fort Collins

P: 970.581.7607 | E: sdowning@fcgov.com

Value: \$274,000

Percent Complete: 1% | Completion Date: January 2025

Description: Renovation will update the front desk and common spaces at the entrance of the childcare center. Project includes new paint, flooring and fixtures.

Describe recent experience, completed in the last five years, by the firm in the State of Colorado.

Below is a list of Colorado project experience, members of our proposed team have completed in the last 5 years, with a project value over \$1 million.



LAST FIVE (5) YEARS

23 Projects over \$1 Million
15 Colorado Partnerships
1.4+ Million SF Completed
\$419 Million Total Value
Over 50% CMAR Projects



Eaton High School

Eaton, CO
177,000 SF New
Completed October 2022
Similar Team: Bruce Zink



Frontier Academy

Greeley, CO
3,890 SF New
73,333 SF Renovation
Completed March 2024
Similar Team: Rick Fleming,
Bruce Zink, Rick Vandenberg



Elwell Elementary School

Johnstown, CO
77,000 SF New
Completed August 2022
Similar Team: Bruce Zink,
Don Mohr, Bret Gripenstroh,
Rick Vandenberg



Poudre School District

Fort Collins, CO
3,700 SF Renovation
Completed March 2024
Similar Team: Rick Fleming,
Bruce Zink, Don Mohr,
Rick Vandenberg



Chappelow Magnet School

Evans, CO
61,000 SF Renovation
28,000 SF Addition
Completed August 2022
Similar Team: Bruce Zink



Heath Middle School

Greeley, CO
80,000 SF Renovation
16,000 SF Addition
Completed November 2023
Similar Team: Bruce Zink,
Rick Vandenberg



Lowry Kiddie Academy

Denver, CO
11,988 SF New
Completed August 2022
Similar Team: Safety Team,
QA/QC Team, VDC Team



Greeley Central High School

Greeley, CO
86,000 SF Renovation
Completed August 2023
Similar Team: Bruce Zink,
Bret Gripenstroh,
Rick Vandenberg



McAuliffe K8 STEM Academy

Greeley, CO
49,905 SF Renovation
55,800 SF Addition
Completed December 2021
Similar Team: Bruce Zink



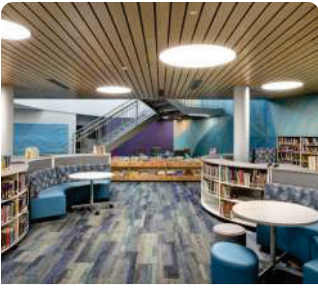
Milliken Elementary School

Milliken, CO
50,295 SF Renovation
8,898 SF Addition
Completed August 2023
Similar Team: Bruce Zink,
Don Mohr, Rick Vandenberg,
Bret Gripenstroh



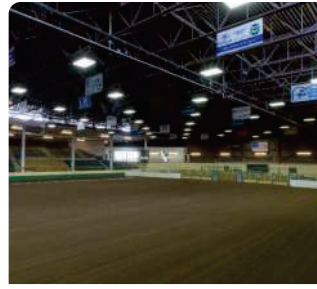
Bamford Elementary School

Loveland, CO
76,956 SF New
Completed August 2021
Similar Team: Bruce Zink,
Don Mohr, Bret Gripenstroh



Monterey Community School

Denver, CO
76,956 SF New
Completed August 2021
Similar Team: Bruce Zink



CSU Pickett Arena

Fort Collins, CO
42,000 SF Renovation
Completed December 2019
Similar Team: Bret Griepenstroh



Black Hills Corporation

Woodland Park, CO
4,000 SF New
Completed May 2021
Similar Team: Bruce Zink



The Cove at Barefoot Lakes

Firestone, CO
7,500 SF New
Completed August 2019
Similar Team: Safety Team,
QA/QC Team, VDC Team



Nelnet

Centennial, CO
66,000 SF Renovation
Completed April 2021
Similar Team: Safety Team,
QA/QC Team, VDC Team



Trailside Academy PK-8

Denver, CO
65,500 SF New
Completed July 2019
Similar Team: Bruce Zink



Adams Youth Services Center

Brighton, CO
34,000 SF New
Completed March 2021
Similar Team: Bruce Zink



Brighton Crossings Venture Center

Brighton, CO
7,400 SF New
Completed July 2019
Similar Team: Safety Team,
QA/QC Team, VDC Team



CSU Temple Grandin Equine Center

Fort Collins, CO
28,000 SF New
Completed January 2021
Similar Team - Bruce Zink



Severance High School

Severance, CO
168,300 SF New
2,300 SF Renovation
Completed June 2019
Similar Team: Bruce Zink,
Bret Griepenstroh



Raindance River Resort

Windsor, CO
2,850 SF New
Completed May 2020
Similar Team: Bruce Zink



55 Resort Apartments

Windsor, CO
161,000 SF New
Completed April 2019
Similar Team: Bruce Zink

Staff: Names and experience and qualifications of individuals proposed to fill key positions.

We have identified a team of exceptionally accomplished professionals, encompassing a collective 207 years of construction experience. This team has a proven track record of successfully delivering projects of similar scope, size, and complexity. This expertise will be key to the success of the Development Services Building project. **Members of our team reside in Johnstown, and are looking forward to being part of this exciting project.** We're fully committed to providing dedicated support from design and preconstruction through post-occupancy, upholding the Town of Johnstown's high standards at every stage.

Resumes featuring each individual listed in the organizational chart can be found on the following pages.



YOUR TRUSTED PARTNER IN JOHNSTOWN

PROUDLY SERVING THE JOHNSTOWN COMMUNITY FOR NEARLY 10 YEARS



Johnstown
---COLORADO

Sampson
Construction

RESIDENT OF



Item #9.



CONVERSE COUNTY JOINT JUSTICE & DISPATCH CENTER | DOUGLAS, WY

RICK FLEMING

Project Executive

Primary Contact

EXPERIENCE

42 Years

SAMPSON SINCE

2022

EDUCATION

Computer Science
Bachelor of Science
Central Missouri State University

TRAINING/CERTIFICATIONS

LEED AP
First Aid/CPR/AED Certified
OSHA 30 Hour Certified
Lead-Based Paint Certified
Storm Water Pollution Prevention Certified
Design-Build Institute of America (DBIA)
Certified Health Care Constructor



**RELEVANT
EXPERIENCE**

13 PROJECTS COMPLETED

LAST 2 YEARS

2.4 MILLION SF COMPLETED

LAST 2 YEARS

\$121 MILLION PROJECT VALUE

LAST 2 YEARS

Rick will serve as Project Executive for the Development Services Building project. He will oversee all phases of the project, including preconstruction, construction, scheduling, and budgeting. With his extensive experience in healthcare projects, Rick is well equipped to lead and deliver a successful outcome that aligns with the Town of Johnstown objectives. His 42 years of industry and leadership experience will bring great success to the project.

BAR NUNN TOWN HALL AND RECREATION CENTER | BAR NUNN, WY

Bar Nunn Town Hall and Recreation Center includes public areas such as lobbies and meeting spaces for community members and private areas like city staff offices, council chambers and conference rooms. The building also features a large gymnasium with potential for multiple recreational uses, a weight room, community room and kitchen.

CONVERSE COUNTY JOINT JUSTICE & DISPATCH CENTER | DOUGLAS, WY

The Converse County Joint Justice and Dispatch Center is a comprehensive public safety facility that brings together key law enforcement and judicial functions under one roof. The courts building includes various security features, staff offices, courtrooms, a dedicated hearing room, judges chambers, conference space and holding facilities.

PLATTE COUNTY COURTHOUSE | WHEATLAND, WY

The Platte County Courthouse renovation project included a complete overhaul of MEP systems, ensuring efficient and reliable operation for the courthouse's future. The project also encompassed the modernization of two courtrooms, jury spaces, county clerk office space, employee break areas, courthouse holding cells, and the installation of a new elevator.

CASPER POLICE STATION | CASPER, WY

Sampson Construction is currently working on the Casper Police Station new headquarters facility. The project includes converting an existing 8-story, 106,000 SF office building into a new police headquarters. The project will be broken into two phases to support funding and ongoing operations. Completion is set for June 2026.

UW IVINSON POLICE STATION AND PARKING GARAGE | LARAMIE, WY

UW Iverson Police Station includes a main lobby, large dispatch room, locker and storage facilities, conference and training rooms, evidence processing and storage areas, offices, interview rooms and armory. The parking structure is a three-level parking facility with spaces for 375 vehicles. The project was successfully completed within an occupied college campus.

230

UNDERWRITERS LABORATORIES (UL) OFFICE BUILDING | LARAMIE, WY



BRUCE ZINK Preconstruction Manager

EXPERIENCE
32 Years

SAMPSON SINCE
1997

EDUCATION
Computer Science
Bachelor of Science
University of Nebraska-Kearney

TRAINING/CERTIFICATIONS
First Aid/CPR/AED Certified
OSHA 10 Hour Certified



**RELEVANT
EXPERIENCE**

70+ PROJECTS COMPLETED
LAST 10 YEARS

3.2 MILLION SF COMPLETED
LAST 10 YEARS

\$923 MILLION PROJECT VALUE
LAST 10 YEARS

Bruce will lead the preconstruction phase of the Development Services Building project, ensuring project success through budget and schedule management, bid oversight, value engineering, risk mitigation, and clear communication and collaboration among all project stakeholders. Bruce's 32 years of experience and established relationships with local subcontractors and city officials will be of great value to the project.

ADAMS YOUTH SERVICES CENTER REPLACEMENT | BRIGHTON, CO

The Adams Youth Services Center spans 3,400 SF and was built to meet LEED Gold certification requirements. The building includes a public lobby, facility administration space, visitor lobby, classrooms, medical rooms and intake Sallyport. Additionally, the project included various security enhancements throughout the building.

BAR NUNN TOWN HALL AND RECREATION CENTER | BAR NUNN, WY

Bar Nunn Town Hall and Recreation Center includes public areas such as lobbies and meeting spaces for community members and private areas like city staff offices, council chambers and conference rooms. The building also features a large gymnasium with potential for multiple recreational uses, a weight room, community room and kitchen.

CONVERSE COUNTY JOINT JUSTICE & DISPATCH CENTER | DOUGLAS, WY

The Converse County Joint Justice and Dispatch Center is a comprehensive public safety facility that brings together key law enforcement and judicial functions under one roof. The courts building includes various security features, staff offices, courtrooms, a dedicated hearing room, judges chambers, conference space and holding facilities.

PLATTE COUNTY COURTHOUSE | WHEATLAND, WY

The Platte County Courthouse renovation project included a complete overhaul of MEP systems, ensuring efficient and reliable operation for the courthouse's future. The project also encompassed the modernization of two courtrooms, jury spaces, county clerk office space, employee break areas, courthouse holding cells, and the installation of a new elevator.

UNDERWRITERS LABORATORIES (UL) OFFICE BUILDING | LARAMIE, WY

The UL Office Building was designed to meet the needs of the City of Laramie as a flexible and open office space. The office building houses UL's technology development and support services for enterprise applications and global clients in the technology sector. Three main collaborative spaces include meeting space, conference rooms and kitchen space.

RESIDENT OF



Item #9.



GREELEY CENTRAL HIGH SCHOOL | GREELEY, CO

RICK VANDENBERG

Lead Estimator

EXPERIENCE
37 Years

SAMPSON SINCE
2021

EDUCATION
Electronics Engineering/Welding
Associate of Science
Kirkwood Community College

TRAINING/CERTIFICATIONS
First Aid/CPR/AED Certified
OSHA 10 Hour Certified
IA & CO Unlimited Welding Certification
Certified Crane Signal Person
Certified Rough Terrain Equipment
Operator



**RELEVANT
EXPERIENCE**

8+ PROJECTS COMPLETED
LAST 2 YEARS

406,650+ SF COMPLETED
LAST 2 YEARS

\$81.6 MILLION PROJECT VALUE
LAST 2 YEARS

Rick will focus on evaluating costs, ensuring that all systems and materials align with the design intent while staying within budget and schedule. Rick will collaborate with all stakeholders to optimize value for every dollar spent, leveraging his industry and local market expertise to guide the project to success. As a Johnstown resident, Rick is especially excited about the opportunity to be part of the Development Services Building project.

ELWELL ELEMENTARY SCHOOL | JOHNSTOWN, CO

Elwell Elementary School spans 77,000 SF and accommodates 600 students. The school received an improved parent pick-up and drop-off loop, safety/security enhancements, a more efficient HVAC system, larger classrooms, as well as plenty of space for outdoor activities and collaborative learning opportunities for students and staff.

FRONTIER ACADEMY | GREELEY, CO

Frontier Academy underwent construction for a 73,334 SF renovation and 2,940 SF addition project. The project enhanced safety and security measures of the building, upgraded learning areas throughout the school, made repairs to heating, ventilation, and A/C systems, and roof repairs. The school is also receiving an upgraded auditorium and football field.

MEADOW COMMUNITY SCHOOL | THORNTON, CO

Meadow Community School is a 71,000 SF replacement school being constructed only 15 feet away from the existing occupied PK-12 school. The building design addresses many site safety and security issues and includes modern amenities for students including a gym, outdoor rec areas, modern classrooms and collaborative and innovative learning spaces.

GREELEY CENTRAL HIGH SCHOOL | GREELEY, CO

Greeley Central High School received an 84,000 SF renovation project which occurred in two phases. The project included the renovation of several classrooms, new flooring, electrical work, paint, unit ventilators, and teaching walls, while the corridors received fresh paint. A security addition, new ticket booth, and new AHU was also included in the project.

HEATH MIDDLE SCHOOL | GREELEY, CO

The Heath Middle School project included an 80,000 SF renovation and 16,000 SF addition. The project encompassed the renovation of existing classrooms, lockers, and the cafeteria. Additions included a new woods shop, vocal/orchestra program space, and a new administrative building.



DON MOHR

Project Manager

EXPERIENCE
23 Years

SAMPSON SINCE
2001

EDUCATION
Construction Management
Bachelor of Science
University of Nebraska-Kearney

TRAINING/CERTIFICATIONS
First Aid/CPR/AED Certified
US Army Corps of Engineers, Construction
Quality Management for Contractors
USMS Advanced Stormwater
Management



**RELEVANT
EXPERIENCE**

35 PROJECTS COMPLETED
LAST 10 YEARS

492,822 SF COMPLETED
LAST 10 YEARS

\$158 MILLION PROJECT VALUE
LAST 10 YEARS

MILLIKEN ELEMENTARY SCHOOL | MILLIKEN, CO

Don will lead the project team and oversee all aspects of the Development Services Building project, ensuring a successful completion. His responsibilities include planning, resource allocation, stakeholder communication, and quality control to deliver the project on time and within budget. Don will leverage his 23 years of knowledge and experience working in Johnstown to lead the Development Services Building project to success.

ELWELL ELEMENTARY SCHOOL | JOHNSTOWN, CO

Elwell Elementary School spans 77,000 SF and accommodates 600 students. The school received an improved parent pick-up and drop-off loop, safety/security enhancements, a more efficient HVAC system, larger classrooms, as well as plenty of space for outdoor activities and collaborative learning opportunities for students and staff.

MILLIKEN ELEMENTARY SCHOOL | MILLIKEN, CO

Milliken Elementary School received an 8,898 SF addition and 50,295 SF renovation while the school remained operational. Our team created temporary modular classrooms during construction to ensure the school day went uninterrupted. The project included security upgrades, new offices, front desk space, classrooms and a new fire sprinkler and heating/cooling system.

NATRONA COUNTY REGIONAL JUVENILE DETENTION CENTER | CASPER, WY

The Juvenile Detention Center encompasses housing units, education, visiting, intake, administration, clinical services and recreation areas. The 24-bed housing area also has a control station, multipurpose room, four living/day rooms and counselor's office. The building also includes workrooms, testing rooms, life skills room, classrooms, and multipurpose space.

F.E. WARREN ARMY AVIATION SUPPORT FACILITY | CHEYENNE, WY

The F.E. Warren Army National Guard Army Aviation Support Facility spans 10,000 SF and provides hanger space for 9 Army Blackhawk Medevac helicopters. The helicopter unit is the most deployed in the region and houses the helicopter support and flight operations shops, training and classroom spaces, and administration offices.

CITY OF FORT COLLINS NSAC RENOVATION | FORT COLLINS, CO

The City of Fort Collins is receiving a renovation project to their childcare center. The renovation will update the front desk and common spaces at the entrance of the center and will feature building enhancements including new paint, flooring, and fixtures. The center will remain operational to families who utilize the childcare center during construction.

RESIDENT OF



Item #9.



BRET GRIPENSTROH Sr. Superintendent

EXPERIENCE
21 Years

SAMPSON SINCE
2008

EDUCATION
Construction Management
Bachelor of Science
University of Nebraska-Lincoln

TRAINING/CERTIFICATIONS
First Aid/CPR/AED Certified
OSHA 30 Hour Certified
Powered Industrial Truck



**RELEVANT
EXPERIENCE**

12 PROJECTS COMPLETED
LAST 10 YEARS

1.4 MILLION SF COMPLETED
LAST 10 YEARS

\$407 MILLION PROJECT VALUE
LAST 10 YEARS



ELWELL ELEMENTARY SCHOOL | JOHNSTOWN, CO

Bret will work closely with the site superintendent and manage the scheduling and staffing of all trades during construction. He will assist in the implementation of all aspects of construction related to field operations, safety, scheduling, cost and quality control to ensure the overall success of the project. Bret will communicate with the project management team and superintendents on the project's progress and expect clear and timely results.

ELWELL ELEMENTARY SCHOOL | JOHNSTOWN, CO

Elwell Elementary School spans 77,000 SF and accommodates 600 students. The school received an improved parent pick-up and drop-off loop, safety/security enhancements, a more efficient HVAC system, larger classrooms, as well as plenty of space for outdoor activities and collaborative learning opportunities for students and staff.

GREELEY CENTRAL HIGH SCHOOL | GREELEY, CO

Greeley Central High School received an 84,000 SF renovation project which occurred in two phases. The project included the renovation of several classrooms, new flooring, electrical work, paint, unit ventilators, and teaching walls, while the corridors received fresh paint. A security addition, new ticket booth, and new AHU was also included in the project.

COLORADO STATE UNIVERSITY | FORT COLLINS, CO

Colorado State University is undergoing construction for a 1,600 SF addition to their Veterinary Teaching Hospital. The project includes a Linear Accelerator Pre-Fabricated Vault with facilities that include support spaces, control room and ante areas. The project is being completed within an occupied campus requiring extra attention to detail and safety.

MEADOW COMMUNITY SCHOOL | THORNTON, CO

Meadow Community School is a 71,000 SF replacement school being constructed only 15 feet away from the existing occupied PK-12 school. The building design addresses many site safety and security issues and includes modern amenities for students including a gym, outdoor rec areas, modern classrooms and collaborative and innovative learning spaces.

ELDORADO K-8 | SUPERIOR, CO

Eldorado K-8 received a 9,900 SF addition and 71,400 SF renovation project. The school received a new classroom wing, upgraded technology to support modern teaching and learning methods, small group workstations, as well as extensive building repairs, safety/security enhancements and upgrades to HVAC controls and lighting systems.



TYLER FARLEY Superintendent

EXPERIENCE
10 Years

SAMPSON SINCE
2014

EDUCATION
Construction Management
Bachelor of Science
University of Nebraska-Lincoln

TRAINING/CERTIFICATIONS
First Aid/CPR/AED Certified
OSHA 30 Hour Certified
Powered Industrial Truck
Fall Protection Training
USMS Advanced Stormwater
Management



**RELEVANT
EXPERIENCE**

9 PROJECTS COMPLETED
LAST 10 YEARS

444,454 SF COMPLETED
LAST 10 YEARS

\$143 MILLION PROJECT VALUE
LAST 10 YEARS

NELNET | CENTENNIAL, CO

Tyler will be responsible for daily coordination of all construction activities on the jobsite. He will enhance the productivity of trades with his communication, organization, and management skills. Tyler will play a key role in the implementation of the safety program, and be responsible for checking all installations by subcontractors for accuracy and workmanship. His relationships with local subcontractors will prove invaluable to the project.

NELNET | CENTENNIAL, CO

The 66,000 SF renovation expanded administrative services for one of many Nelnet, Inc. offices. The renovation spaces included bundled offices and conference rooms mixed in with a gymnasium-style recreation/break room with cafeteria seating, ping pong table, and Foosball, with a cloud system above and a sound masking system to help control noise levels in the office.

MILLIKEN ELEMENTARY SCHOOL | MILLIKEN, CO

Milliken Elementary School received an 8,898 SF addition and 50,295 SF renovation while the school remained operational. Our team created temporary modular classrooms during construction to ensure the school day went uninterrupted. The project included security upgrades, new offices, front desk space, classrooms and a new fire sprinkler and heating/cooling system.

MEADOW COMMUNITY SCHOOL | THORNTON, CO

Meadow Community School is a 71,000 SF replacement school being constructed only 15 feet away from the existing occupied PK-12 school. The building design addresses many site safety and security issues and includes modern amenities for students including a gym, outdoor rec areas, modern classrooms and collaborative and innovative learning spaces.

LOWRY KIDDIE ACADEMY | DENVER, CO

Lowry Kiddie Academy is a 2-story facility encompassing 5,871 SF on the first floor, 6,073 SF on the second floor, and a 4,554 SF play structure. The project included 12 new classrooms, administrative offices, lobby/reception area, kitchen, playground adjacent to both stories, restrooms, staff lounge and mechanical room. The project was completed in a busy residential community.

WESTERN NEBRASKA COMMUNITY COLLEGE (WNCC) | SCOTTSBLUFF, NE

WNCC received a 14,320 SF addition and 56,470 SF renovation to featuring the Performing Arts Center, Learning Commons and Student Success Center. The Learning commons project included open and collaborative space, individual and group study rooms equipped with advanced technology, academic support services, book store, and convenience store.



TRENT BORCHERS, SAFETY SPECIALIST | 22 YEARS OF EXPERIENCE | SAMPSON SINCE 2022

Trent ensures job sites are safe and secure for all personnel. He conducts thorough risk assessments, creates site-specific safety plans, and leads inspections and hazard analyses. Trent develops comprehensive training programs, oversees loss control and environmental measures, and ensures compliance with air quality standards.



LANE GODFREY, QA/QC DEPT. MANAGER | 7 YEARS OF EXPERIENCE | SAMPSON 2019

Lane will play a key role in ensuring project success. As Quality Control Department Manager, he will develop and implement a project-specific plan to ensure all installations and assemblies conform to contract documents. Lane's commitment to collaboration will enable him to work closely with the team to conduct frequent site and quality control inspections.



CHRIS SMITH, BIM/VDC COORDINATION MANAGER | 13 YEARS OF EXPERIENCE | SAMPSON 2022

Chris, Virtual Design and Construction (VDC) Coordinator, will play a critical role in ensuring a smooth and efficient construction process. He will work closely with project team members to identify and eliminate constructibility issues through model-based coordination, minimizing the risk of errors and delays.

BUILDING COMMUNITIES. BUILDING COLORADO.

“

*Sampson Construction has exceeded all my expectations in customer service, professionalism, and management. During construction Sampson listened to the Owner and made corrections accordingly. **Not only did the Sampson team meet our expectations but far exceeded them.***

Michael Craig, Project Manager (former) | 27J Schools - Brighton, CO



Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years.

In 2018, our firm began a new collaborative partnership with OSHA. This exclusive partnership invites OSHA on select jobsites quarterly and is in place to enhance the safety of our projects. Our plan ensures everyone on the jobsite is able to navigate safely. We employ a zero tolerance policy for noncompliance of safety guidelines. We believe a safe site goes beyond visibility, cultivating a safety-focused culture on all of our projects. **Our EMR going into 2025 is 0.83, demonstrating our commitment to excellence and our ability to safely and successfully complete the Development Services Building project.**

SAMPSON'S SAFETY RECORD

TRIR	OSHA Illness/ Injury Rate	OSHA Lost Work Day Incident Rate	Workman's Compensation (EMR)
2024 - 1.62	2023 - 0.28	2023 - 0.00	2024 - 0.97
2023 - 0.28	2022 - 1.54	2022 - 0.26	2023 - 0.98
2022 - 1.54	2021 - 2.95	2021 - 1.88	2022 - 0.77

Address your company's safety program and additional information that would be useful in showing your approach to a safe work site.

Safety is our number one priority when completing a project. Our team will make every effort to minimize disruptions that will impact daily operations to surrounding facilities and community. This will include anytime people are in and around the area, 24/7. Ongoing communication and collaboration with all project stakeholders is crucial to ensure a safe and successful project. Our SHIELD safety program is designed with proven protocols that have been utilized for decades and designed by our in-house Safety Team. The safety of those onsite and adjacent to our jobsites is our team's priority.

During preconstruction, our team conducts a Preconstruction Risk Assessment (PCRA) to review project plans, site conditions, and construction methods. The PCRA identifies and helps our team mitigate potential risks, such as areas that are more susceptible to noise and vibration, hazardous materials, and compliance with regulations. Following the PCRA, our team will create a dedicated safety plan and project-specific phasing and site logistics plan. These project-specific plans will delineate the construction site, access points, travel routes for construction traffic, and manage surrounding vehicular and pedestrian movements, ensuring the safety of our onsite crews and the general public.

We will communicate with project stakeholders to ensure everyone is receiving continual updates on the schedule, upcoming construction activities and progress. We will phase construction and sequencing to optimize the project's schedule and minimize disruptions to ongoing operations. We efficiently manage construction and traffic minimizing disruption and implementing site specific safety plans, identifying means of egress and providing safe and navigable exits in the event of an emergency. Weekly meetings with crews allow for our team to review safety protocols and answer any questions.





TRENT BORCHERS | SAFETY SPECIALIST

22 YEARS OF EXPERIENCE | SAMPSON SINCE 2022

Trent ensures job sites are safe and secure for all personnel. He conducts thorough risk assessments, creates site-specific safety plans, and leads inspections and hazard analyses. Trent develops training programs, oversees loss control and environmental measures, and ensures compliance with air quality standards.

+ Communications and Public Safety Information: Sampson Construction understands the importance of being a good neighbor. Our team will conduct neighborhood meetings to introduce our team, explain the project schedule and give the community an opportunity to ask questions. We have the ability to create a project website with updated information, have live web cams, and social media updates for the neighbors and public to monitor progress. A neighborhood handout with project details will be provided to neighbors. Details on this flier will include a project site plan, potential disruptions, and contact information if they should have any questions or concerns.

+ Providing Accessible & Accurate Information: Project Website Updates, Virtual Tours, Community Workshops, Neighborhood Meetings, Neighborhood Brochures, Live Web Cams, Social Media Updates, Stakeholder Meetings, Cost Transparency, Prompt Responses, Open Communication Channels



TOWN OF JOHNSTOWN - DEVELOPMENT SERVICES BUILDING PROJECT

NEIGHBORHOOD SAFETY TIPS:

Stay Clear of Construction: Avoid entering the construction site for any reason. Designated areas can be hazardous due to heavy machinery and construction activity.

Supervise Children: Ensure that children are aware of the dangers and do not play near or inside the construction area.

Report Unsafe Conditions: If you notice any unsafe conditions or potential hazards on or near the construction site, contact the superintendent immediately.

Be Aware of Increased Traffic: Construction can bring additional traffic and heavy vehicles. Be extra cautious when walking or driving near the site.

Report Suspicious Activity: If you observe any suspicious behavior or individuals around the construction site, especially during off-hours, please report it to the site security or local authorities.

SAMPSON TEAM:



Bret Griepenstroh

Superintendent

P: 970.786.5225

E: bret.griepenstroh@sampson-construction.com

@sampson-construction.com



Don Mohr

Project Manager

P: 307.640.0398

E: don.mohr@sampson-construction.com

@sampson-construction.com



Trent Borchers

Safety Specialist

P: 402.480.3621

E: trent.borchers@sampson-construction.com

@sampson-construction.com

Sampson
Construction

List subcontractors that you have working relationships with that might be used on this project.

We understand the importance of recruiting local subcontractors, the value they provide to the project and recognize their pride in contributing to community projects. We have established strong relationships with several local subcontractors in the Johnstown area and are looking forward to continuing to foster these partnerships on the Development Services Building project.

Please find a sample list of established Johnstown and surrounding area subcontractor relationships below.

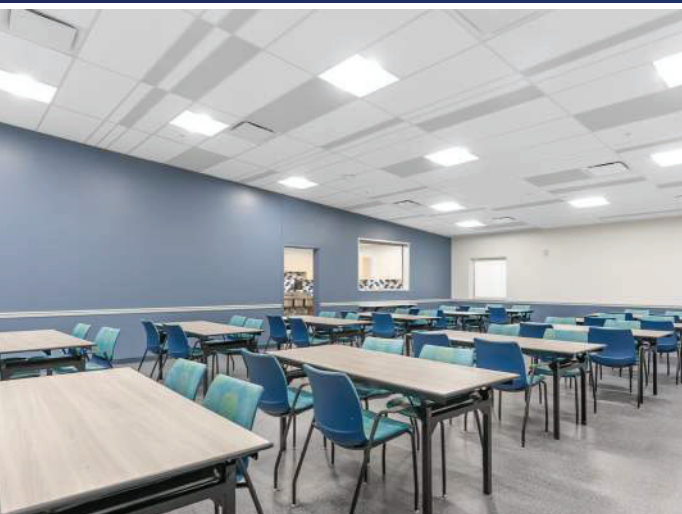
- | | | |
|-------------------------------|-------------------------------|--------------------------------|
| + 4K Painting & Drywall | + Del's Masonry | + Martin & Sons Excavating |
| + Action Signs | + Division IV | + Metal Solutions |
| + Advanced Interiors | + Front Range Fire Protection | + Monarch Stucco |
| + Air Comfort | + Great Western Fence | + Northern Engineering Service |
| + Associated Bldg Specialties | + JACO Door | + Phase 2 Company |
| + Ballinger Custom Constr | + JD Enterprises | + Seal Tech Insulators |
| + Collins Door & Hardware | + KUCK Mech Contractors | + Strait Mechanical |
| + Commercial Glass | + LA Woodworks | + The Ramos Roofing |
| + Copper Spring Solutions | + Majestic Surveying | + Total Concrete Services |



BAR NUNN TOWN HALL



EXPERTS IN MUNICIPAL BUILDING CONSTRUCTION



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

With an experienced team and proactive communication all project partners will be aware of milestones, order dates and mockup reviews as we move through various stages of the project. We will evaluate long lead items prior to the start of construction. If lead times are found to potentially affect the project schedule, our team will suggest strategies for getting ahead of the procurement process, offering alternative materials, and system suggestions for approval.

Once the project is underway, we continually review the progress to ensure progress milestones are met, a 5-week look-ahead schedule will include specific subcontractor and supplier activities, all related to the larger milestones and project completion.

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

Throughout the project, we continuously update and review the master schedule, comparing it to the 5-week look ahead schedule to ensure we are on track. Our team will continually look for efficiencies and areas to improve upon the project's scheduled completion. For example, our team will conduct ongoing risk assessments to anticipate challenges and implement preventive measures. Efficient resource allocation and management are critical, and we optimize resource utilization through careful planning and scheduling.

When changes occur, our structured change management process minimizes their impact on the project timeline. By leveraging advanced scheduling software to model scenarios, identify critical path activities, and track progress, we effectively manage project schedules and achieve the project deadline.

Describe process and software for managing short term duration schedule (i.e., two or three week look ahead schedules).

Our construction schedule, generated using ASTA Powerproject software, will serve as a comprehensive road map for the entire project. We will utilize a 5-week look-ahead schedule to highlight project tasks, milestones, and material procurement and installation requirements. Scheduling will begin during preconstruction activities by identifying early bid packages and ensuring the anticipated project schedule aligns with the jobsite. Our team will meet early with Town of Johnstown representatives to understand expectations and goals for the project, as well as scheduling parameters. Ongoing meetings and look-aheads will allow subcontractors to allocate staff onsite, while our Project Management team continually reviews the coordination of all trades. Our detailed schedule and construction staging plan will ensure the project stays on track and is completed efficiently.

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

An example of a total project schedule can be found on pages 28-30. An example short-term project schedule can be found on page 31.

5 WEEK LOOK AHEAD SCHEDULE



**PROJECT
TASKS**



**MILESTONE
DATES**



**MATERIAL
PROCUREMENT**

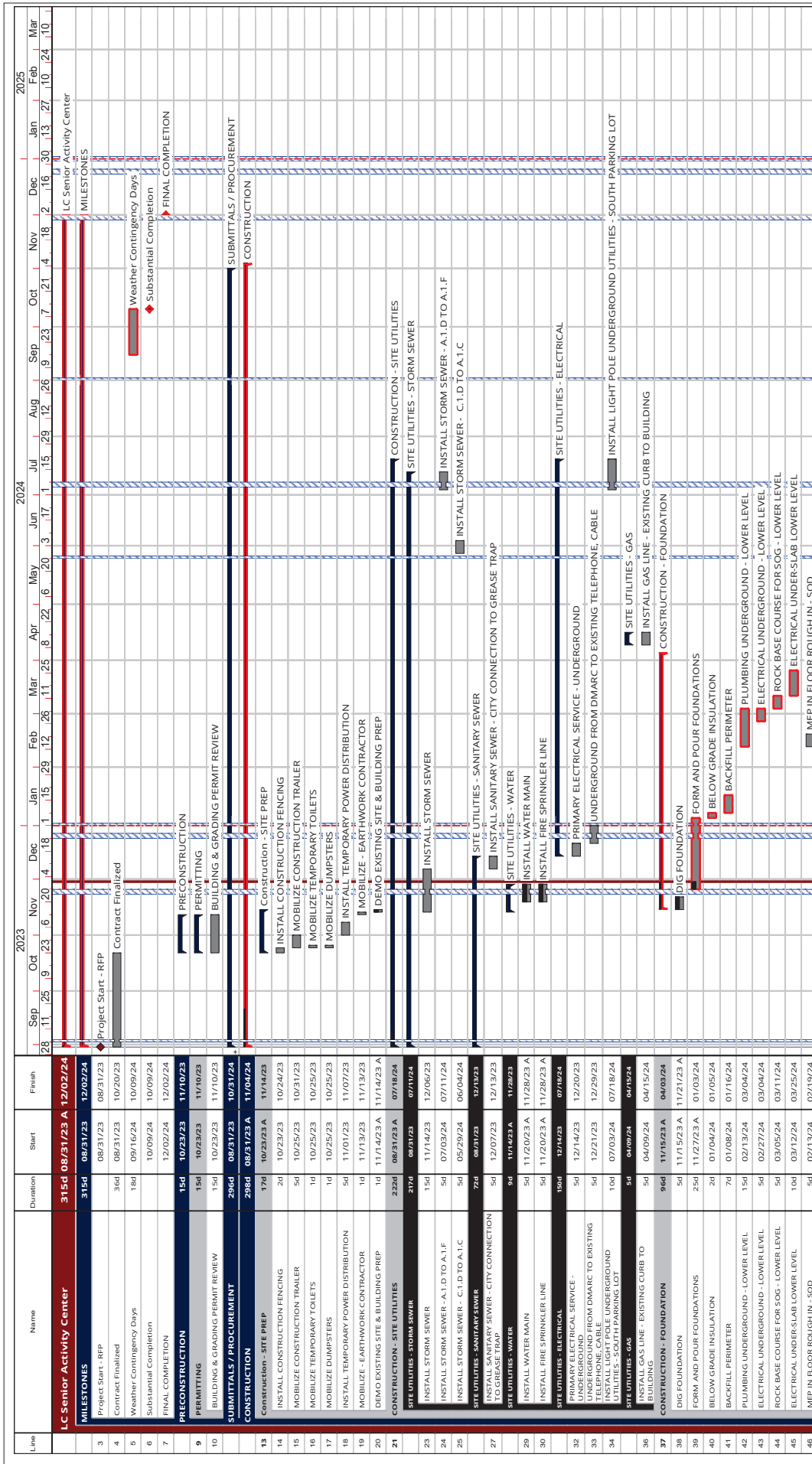


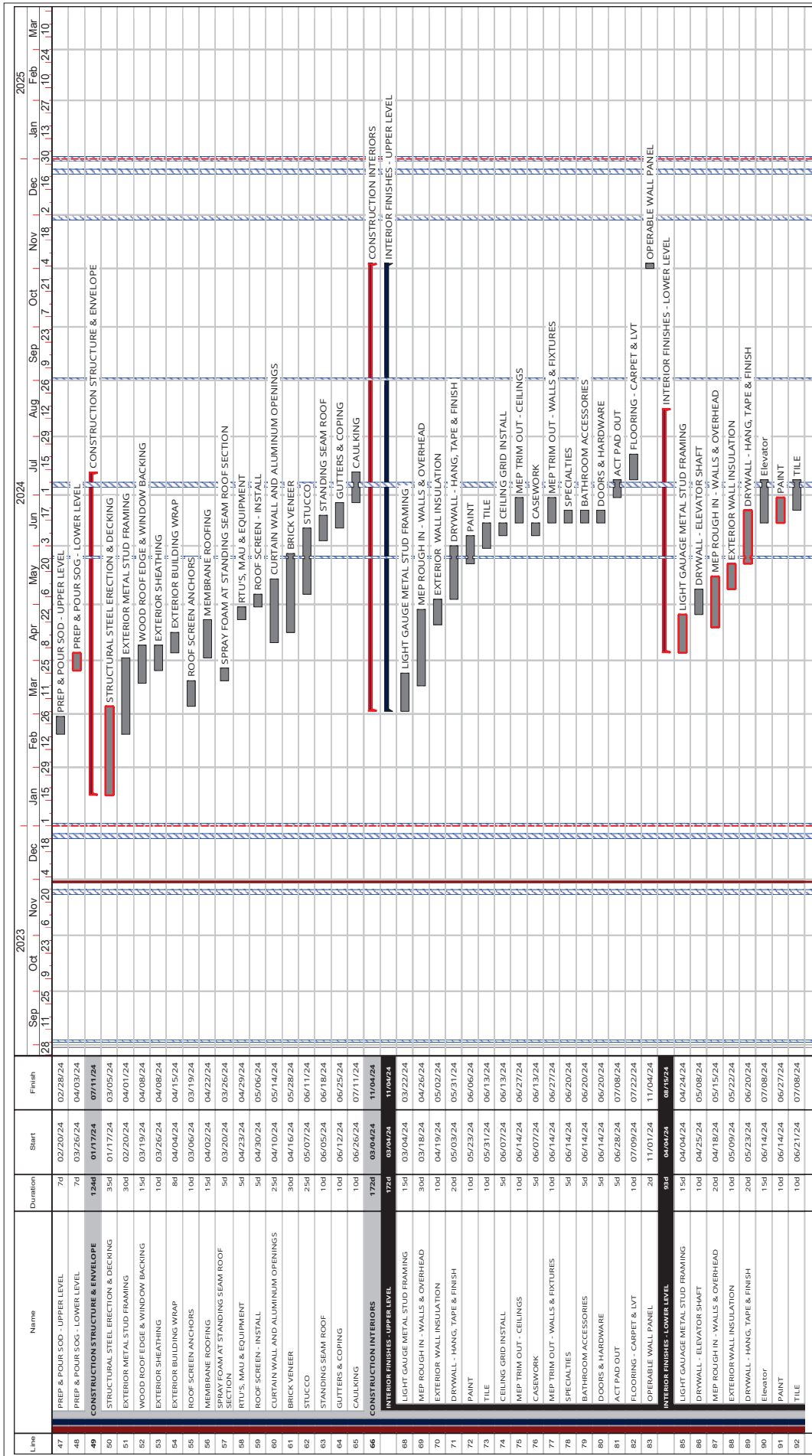
**INSTALLATION
REQUIREMENTS**



**COINCIDES WITH
MASTER SCHEDULE**

Senior Activity Center
Laramie County





Senior Activity Center
Laramie County



REPORT DATE: 11/30/2023

Page: 2 of 3

REPORT DATE: 11/30/2023

Page: 3 of 3

Cheyenne Senior Activity Center

Project Number 23091
Schedule #028

Activity	Responsibility	Start Date	Completion Date	Weeks																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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Item #9.

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

Our team has a comprehensive quality control process in place to ensure materials and suppliers are meeting established standards, and the project is progressing smoothly and efficiently. Regular site walks with the Sampson Construction team and Town of Johnstown representatives will allow for consistent progress and quality control checks. Throughout construction we will communicate daily with owner representatives to guarantee minimal disruption to everyday operations.

Our project management team follows a 10-step Quality Assurance Program. Before each subcontractor begins their scope of work, pre-installation meetings are conducted to guide the team through the installation process and review project expectations and goals. This includes lead times, safety and security measures, manpower, contract details, and schedule. To ensure the highest quality installations, we meticulously review every project aspect. We foster open communication to address subcontractor questions and proactively offer additional training or accommodations for their success. To document and monitor project progress, regular reports are distributed and available through Fieldwire, a web-based software that is always available to all team members.

+ QA/QC Report: This report tracks project issues, informs quality processes, generates tasks, and ensures accountability, providing a reliable reference point for overall job quality.

+ Daily Report: The daily reports give the Owner at a quick glance a snap shot of the project. It provides an overview of who is working, scopes in progress, what is going right, and any concerns.

THE SAMPSON QA/QC 10 STEP APPROACH

01	02	03	04	05
Contractor Qualification	Submittals and Mock-ups	Pre-installation and Prefabrication Meetings	Initial Inspections	Third Party Inspections
06	07	08	09	10
Fieldwire Inspections and Documentation	Punchlist Process and Procedure	Owner Directed Commissioning	Testing and Final Inspections	Warranty and Closeout Phase

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

Sampson Construction has received 63 awards for safety, wellness, citizenship, mentorship, and integrity, along with individual project recognition for excellence in construction, tax credit excellence, and outstanding achievement. We are honored to be recognized by the Safety Council, Better Business Bureau, Associated General Contractors of America, and the Great Plains Safety & Health Organization for our excellence in business, safety, and fostering future generations in the community.

When a project receives an award, the owner is also given an award to display at the project site. It's an opportunity to honor the success of the project and partnership with the project owner, design team, and all project stakeholders. We understand the pride that comes with this extra recognition and cooperation and participation it takes from all project stakeholders to obtain these accolades.

Provide the name, address, and phone number of the firm's insurance agent(s).

Sam Gifford, INSPRO, 4000 Pine Lake Road, Lincoln, Nebraska, 68516 | P: 402.483.4500

Provide certificate of insurance outlining coverage and policy limits. Confirm that coverage can be extended for work on this project. Town and Engineer shall be listed as an additional insured. Note any current claims that will affect coverage limits available to the Town for this project.

Sampson Construction confirms our ability to acquire and maintain the insurance limits specified by the Town of Johnstown. Our current coverage aligns with industry standards, and we are prepared to obtain any additional limits required for the final GMP. A formal letter from our insurance broker confirming this capacity will be provided upon award notification. No current claims will affect coverage limits available to the Town of Johnstown for this project.

A certificate of insurance outlining coverage and policy limits can be found on the following page.

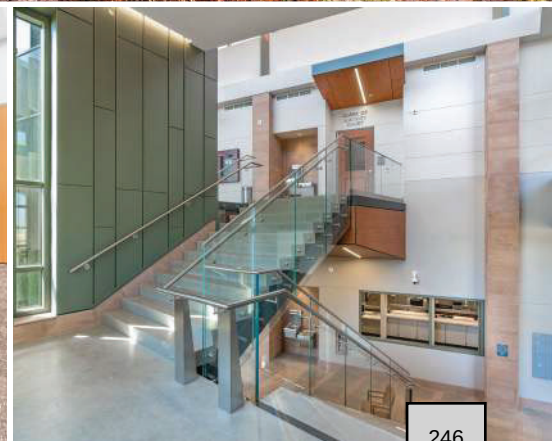
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*Sampson's customer care has consistently been noted to be excellent. **Sampson's rapport with the design team and Owners has been noted professional and cordial, and in every instance difficult project situations have been successfully maneuvered with Sampson's assistance.** The successes of both projects (Glenrock Branch Public Library & the Converse County Joint Justice Center) have undoubtedly been largely a result of Sampson's exceptional project management, attention to detail, and commitment to completing fine finished projects.*

Hal H. Hutchinson, P.E. | Construction Manager/Owners Representative



CONVERSE COUNTY JOINT JUSTICE CENTER



Provide three (3) client references for projects that are similar in size and scope.

Josh Roseberry

Director of Facilities
Weld County School District RE-5J
P: 970.587.6096
E: joshua.roseberry@weldre5j.org
Project: Milliken Elementary School
Size: 8,898 SF Addition
50,295 SF Renovation

Tucker Willard

Principal
Weld County School District RE-5J
P: 970.397.3708
E: tucker.willard@weldre5j.org
Project: Elwell Elementary School
Size: 77,000 SF New

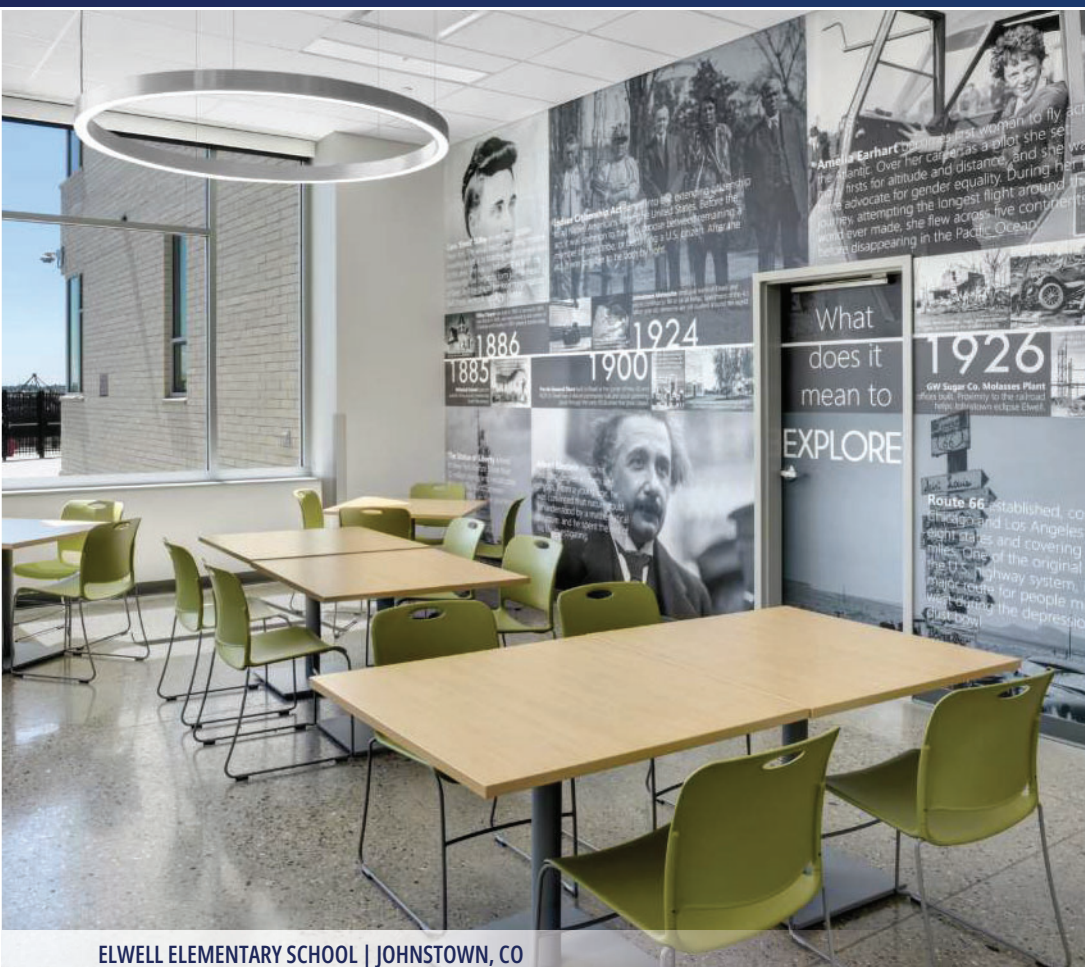
Mike Crawford

Sr. Deputy Superintendent
Mapleton Public Schools
P: 303.853.1050
E: crawfordm@mapleton.us
Project: Meadow Community School
Size: 71,000 SF New

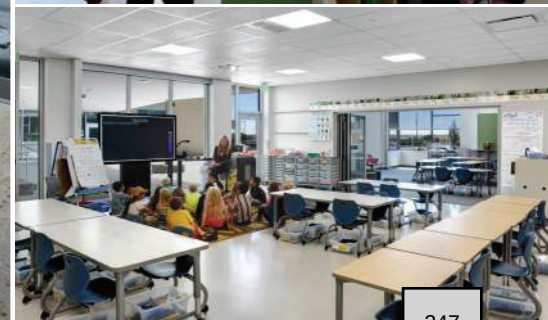
“

Our school turned out beautifully, and you can tell there is a passion for the projects.. Our students and staff love our new building. We are the envy of all who come through the building. We have designed a school that creates a learning environment.. **Working with a group like Sampson that listens and responds to requests is refreshing.** It is the difference between a good new school and a great one. I would wholeheartedly recommend Sampson for any future projects.

Tucker Willard, Principal | Elwell Elementary School



ELWELL ELEMENTARY SCHOOL | JOHNSTOWN, CO



Item #9.



Sampson
Construction

[in](#) [f](#) [@](#) Follow us on social media

Sampson-Construction.com

Phone: 1-833-434-5450



proposal for

DEVELOPMENT SERVICES BUILDING PROJECT

prepared for

TOWN OF JOHNSTOWN

November 12, 2024

Table of CONTENTS



LETTER

Mr. Jeremy Gleim
Planning and Development Director
Town of Johnstown

Mr. Gleim and selection committee,

As a longtime member of the Northern Colorado building community, we have seen the rapid growth in Johnstown over the last several years. Johnstown is home to our friends, family members as well as several of our employees and their families. We are excited about the opportunity to support your expanding town services operations.

Saunders has a strong history of delivering local municipal projects across Northern Colorado. From our dynamic preconstruction team to our trustworthy and reliable field staff, we take a transparent approach to each project and strive to build long lasting relationships with our clients.

Partnership Professionals

We understand that you need a CM/GC you can trust to manage your project while maintaining a dependable budget. The Town of Johnstown is well positioned for success on this project with a design partner like D2C. Working with D2C, we'll prioritize creating an initial budget and collaborating with you to support the design phase. Our approach includes engaging the trade community for real-time pricing and cost analysis to maximize scope within budget.

Masters in Municipal Facilities

With 52 years of experience, Saunders has deep expertise in new municipal facilities and major renovations, and we have a thorough understanding of the unique needs of these projects. Our team is well-versed in the specific requirements of these projects, and all team members, including executive leadership, are local to Northern Colorado.

In-Depth Preconstruction Services

Saunders has one of the premier preconstruction departments in Colorado. The key to Saunders' success is planning. Before any work on a project begins, a solid plan for the delivery of the work must be developed. Our Northern Colorado-based team will provide proactive planning, constructability reviews, accurate estimates, and cost-effective solutions to deliver the fullest project scope possible.

Thank you for considering us for your project, and we hope to be your trusted partner.

Legal name of firm and any previous names of firm in last 10 years, and date established.

Saunders North, LLC- 2023 (formerly Saunders Heath, LLC)- a 100% owned subsidiary of Saunders Construction, Inc., founded in 1972.

Contact person for this proposal, title, phone number, e-mail address, fax number, street, and mailing addresses.

Derek Breier

Vice President / General Manager

970.221.4195 | d.breier@saundersinc.com

1212 Riverside Ave. Ste. 130, Fort Collins, CO 80524

Project APPROACH

Suggested procurement packages, construction sequences, means and methods.

To effectively manage procurement and construction sequencing, we propose a proactive approach that prioritizes on-time ordering and delivery of key systems to support a seamless project schedule.

We will collaborate with the project team to develop a detailed plan for the timely ordering and delivery of essential systems, including electrical gear, mechanical systems, and glazing. Ideally, materials would be procured and delivered to the project site ahead of construction, ensuring that all components are ready for assembly before work begins. This strategy is intended to optimize time on site and enhance construction efficiency.

As the team further refines the Mechanical, Electrical, and Plumbing (MEP) drawing sets, we will account for current lead times on major equipment, particularly the building's main switch gear, which has an estimated procurement time of 40 to 50 weeks. With the project timeline targeted at 10 months, the release of the electrical switch gear may need to occur before final project documents are completed. To address this, we may implement an early release package to avoid delays and align with the construction schedule.

Value engineering ideas for the most cost-effective solutions.

As the CM/GC, we take a proactive role in value engineering and analysis, presenting all feasible cost alternatives to the design team. Effective value engineering isn't just about reducing scope—it's about balancing the quality, durability, and aesthetics of construction systems with costs to ensure the project delivers as much value as possible. Our team will work closely with the design team to identify, assess, and propose ideas that optimize both budget and project outcomes.

A critical tool in our value engineering process is the Budget Status Log (BSL), which tracks all known and potential changes in cost throughout the project. Updated regularly and reviewed at each design meeting, the BSL provides a clear, up-to-date view of anticipated project costs, highlighting outstanding cost issues, opportunities, and risks. This transparency allows the owner and design team to make informed, timely decisions based on current project finances.

What does this mean for the Town of Johnstown?

By integrating our preconstruction team with the design team early in the process, we can offer immediate pricing insights that support fast, cost-effective design decisions. Once the design development package is selected, our team will evaluate potential cost-saving alternates to maximize the project scope within the allocated budget.



We have identified potential value in adjusting the East and West exterior walls. Replacing the structural stud wall with a structural CMU grouted column could reduce exterior framing requirements, providing dual functionality in the column areas.

We look forward to discussing these and other options with D2C and the city to explore viable solutions that maintain structural integrity while reducing costs.



Communicating Costs

Saunders works in a transparent, open-book basis to fully vet our initial estimate, which will include feedback from our trade partners and field staff for constructability and schedule input. Saunders will develop the initial budget from the 50% design development (DD) set of drawings, issued shortly after joining the team. This budget will be used to track the weekly conversations and design discussions between milestone estimates. Our entire team will be involved to come up with efficient ways to achieve your desired design and program, while meeting all the needs of the space and delivering a product that meets the standards set by the Town of Johnstown, while ensuring that the full desired scope of the project can be achieved.



Controlling Schedule is Controlling Costs

Continuous tracking of production associated with critical path activities (such as equipment/material procurement, initial site grading, major utility crossings, building erection, and interior finishes) helps our teams avoid surprises and costly delays. We will work directly with our trade partners to break down each phase of the project into smaller work areas and then develop the proper sequencing and flow for each area. This allows for a consistent workforce flow and provides buy-in from all parties to work efficiently while providing certainty of outcome on the schedule. This certainty gives the Town of Johnstown the confidence they need to communicate important dates to town staff and to ensure the move-in plan can be developed early.

Early Planning and Trade Partner Commitments

Early involvement of trade partners will be critical in obtaining long-lead items such as electrical switch gear and mechanical equipment, as well as for cost certainty prior to the completion of the drawing set. This helps to identify areas where the drawings will see further development and carrying appropriate budgets into the final drawing packages. Early coordination between trades streamlines production and workflow, and reduces the risk of potential conflicts between building systems and finishes. Early communication and trade partner commitment to the schedule is critical to our success. Ensuring trades are given time to review and commit to a detailed schedule at the time they bid ensures proper workforce and preparation is established before the start of construction.



Quality Control – Done Means Done

Continuous quality inspections ensure no incorrect work is buried, which can create costly rework delays and quality issues. Our rigorous quality control standards reduce warranty calls and owner disruptions and create a better end product for the Town of Johnstown. As is standard at Saunders, the project team will create a proactive, project-specific Quality Control (QC) plan for this project. This plan enables the team to construct a high-quality product, while ensuring time and materials are maximized as to not negatively impact the bottom line of a project. The team takes an integrated approach to each QC plan to guarantee that the materials used, all equipment and systems function properly and conform to the contract standards.

More information on our Quality program can be found on [page 32](#).

Contracting and Construction Issues During Preconstruction

Saunders leads the constructability effort with a proactive, integrated process called Collaborative Project Planning (CPP). This process begins by engaging the project team, consultants and key trade partners as early as schematic design (SD), but at the latest, the start of construction document (CD) design.

CPP's mission is to proactively identify, communicate, and resolve scope, jurisdictional, and coordination issues before finalizing the GMP and construction documents. This approach minimizes reliance on the RFI process, reducing the likelihood of cost changes and schedule delays during construction. Saunders' CPP process reduces RFIs and cost changes during construction and is a valuable tool for coordination on many recent complex projects. CPP can be through a Bluebeam Studio Session that allows all project stakeholders to collaborate in real time from a single set of managed design and project documents.

This process also incorporates structured review checklists throughout different phases of design, constructability reviews, a CPP deliverable schedule, and milestone reports documenting the issues identified, resolved or outstanding.

A CPP dashboard powered by data analytics allows team members to quickly track progress by assigned priority, as well as look at trends from historical projects of similar type.

Saunders will work collaboratively with D2C to confirm findings and ensure scopes of work can be constructed and sequenced with no gaps. Engaging key trade partners, paired with Saunders' Lean focus assures the most efficient installation processes are used including opportunities for prefabrication or modularization. By being proactive through CPP, and working alongside the design team and owner, we are able to ensure the project will be set up for success at the beginning of construction, saving all parties time and money throughout the course of the job.

As design approaches final CDs, CPP continues to look for completeness, coordination, potential challenges, procurement, and construction concerns. The constructability review is inclusive of input from Saunders' project manager(s) and superintendent(s). By engaging the project team early and often throughout CPP, it ensures a clean hand off and smooth transition from preconstruction to construction operations.

Collaborative Project Planning

BENEFIT 1

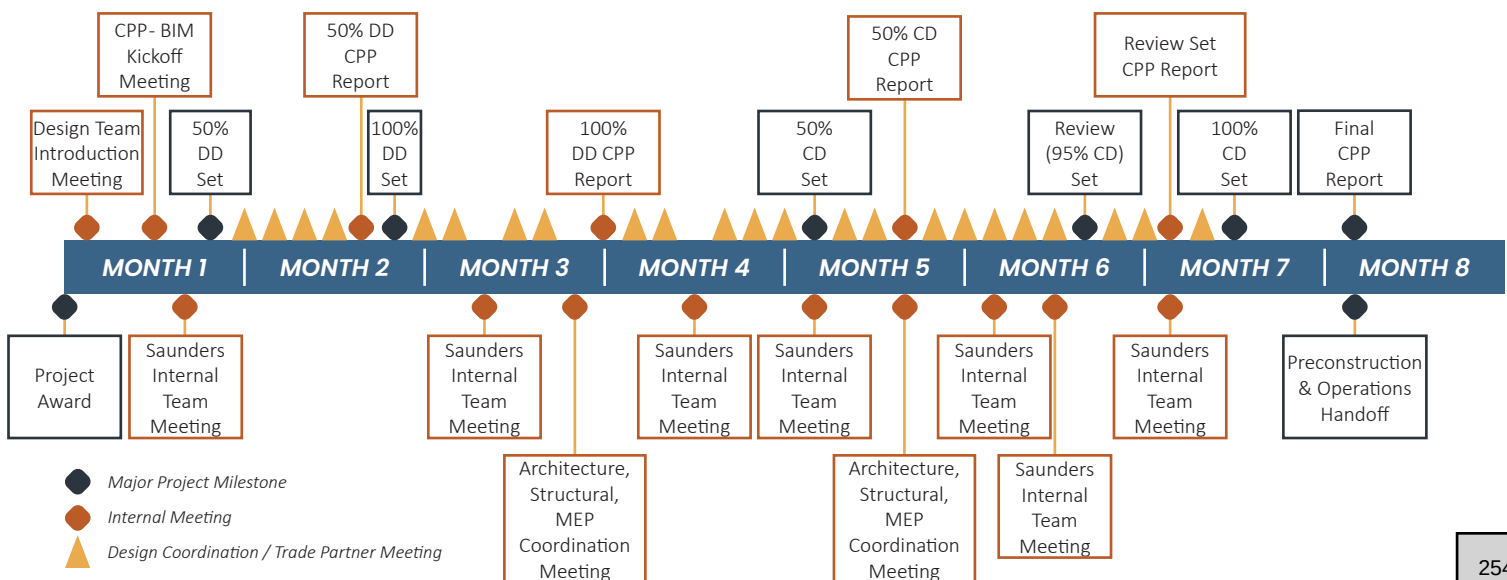
Encourages open, honest collaboration and communication

BENEFIT 2

Reduced design rework and costs in construction

BENEFIT 3

No learning curve or hand-off from preconstruction to construction





Contracting and Construction Issues During Construction

When encountering a missing or incorrect item on a drawing or specification during construction, it's important to handle the situation promptly and professionally to avoid delays or misunderstandings.



Building relationships and becoming a trusted partner is the foundation of Saunders' business. As a result, the vast majority of projects constructed by Saunders have been built on a negotiated contract basis, including all of our work for government agencies. Over the last five years, we have built more than 300 projects using this contracting method. We understand the critical importance that being a good partner has on our reputation, and therefore our ability to secure future work, so we take very seriously our responsibility to work well and communicate with all team members.

Our team believes that communication is truly the key to success on any project and especially on complex multi-phased projects. Most projects involve a great number of different groups and there will be people interrupted by a construction process that they are not normally involved with. Our approach is to involve our client and create a high level of communication with not only the people directly involved but also with the people being affected by the project.

PARTNERSHIP PROFESSIONALS

forty years of partnering with the City of Fort Collins

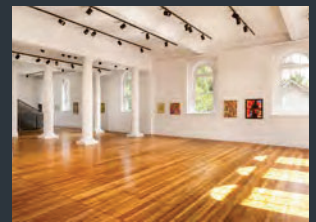
Our partnership with the City of Fort Collins, shown through over 40 years of constructing community spaces, enabled the success of this project. From our first projects in Old Town Square in 1984 to the historical renovation of the Center for Creativity at the Historic Carnegie Library, Saunders has continued to be dedicated to building this long-lasting partnership with the city, and ultimately, the community in which we build, live, work and play.

The City of Fort Collins awarded Saunders the On-Call CM/GC services agreement in 2021. The on-call contract reopened the partnering relationship between Saunders and the City of Fort Collins, fostering trust and teamwork to enable a cooperative bond and facilitate the completion of future successful projects.

To enable work for Carnegie, the elevator first had to be renovated. The project consisted of necessary renovations of the corridors, which included modifying and enlarging the existing elevator to meet ADA regulations, allowing community members of all abilities to visit and access the building. Additionally, the Saunders project team, who completed the elevator project, returned for the renovation of Carnegie. The elevator project allowed the team to become familiar with the building, and therefore, anticipate and mitigate substantial mechanical, electrical, plumbing, and fire protection (MEPF) piping conflicts.



Before and after of the first-floor meeting room. During the renovation, the project team decided to leave portions of the wall exposed to the underlying, original sandstone brick.



Before and after of the art gallery. The original flooring was kept and covered during construction, ensuring it would not be ruined by foot traffic and moving materials.



Before and after of the exterior. During demolition, the project team carefully removed the original windows and sent the windows offsite. The glass was restored and reused in the finished project.

SELF PERFORM WORK

Provide the percentage and scope of work that will be self-performed vs. those elements of work that will be subcontracted out.

Saunders employs a large, experienced field force comprised of over 150 foremen, carpenters and laborers, providing us with the ability to self-perform certain portions of the work. If it benefits the project, we can self-perform 5-20% of the scope of work, including concrete, rough carpentry and doors/frames/hardware installation.

Although Saunders has one of the largest and most experienced craft forces in the State of Colorado, we understand the need to solicit competitive bids for all scopes of work to ensure we create the best value for you. We may ask for the opportunity to submit a bid for certain portions of the project and will only do so with the authorization of the Town of Johnstown. In this scenario, we would submit our bid to the Town of Johnstown one day prior to the rest of the subcontractors' due date to ensure fair competition.



Concrete



General Labor



Finish Protection



**BIM/AR/VR/
Laser Scanning**

The benefits of using Colorado's largest self- perform work:

- Availability in a tightening labor market
- Highly qualified personnel to excel at work
- Schedule and quality control
- Competitive pricing and extensive cost control

– **saving the owner money**

Suggested method of establishing a project contingency and who controls the use of the contingency and procedures for justifying use of contingency funds. Note: Town reserves the right to determine final methodology for contingency funds.

Since the design documents for this project are well developed, we believe we can be a bit more aggressive than normal with regards to contingency. We would want to work with the Town of Johnstown and D2C to determine the appropriate contingency amounts to carry in the budget through design and preconstruction as well as during construction. We suggest carrying between 4-6% contingency through design, with the expectation that these funds would be reconciled prior to the start of construction. We would recommend carrying 2-3% construction contingency in the GMP as an estimating reserve budget to cover unpredictable costs of the work, minor unforeseen site conditions and minor owner requested changes. Any unspent construction contingency funds would be returned to the Town of Johnstown at the end of the project along with any other savings in the cost of the work.

More information on managing contingency can be found in the Cost Proposal section on [page 11](#).

Comments and suggestions regarding the proposed Contract Documents. If desired, propose alternate Contract Documents. The Town will consider other standard CMAR Contract Documents in lieu of the sample Documents included in this RFP.

Saunders has reviewed the contract documents included in the RFP and does not have any suggested revisions.

Describe availability, bandwidth, and resources available to complete the project.

Saunders is fully prepared to provide all necessary resources and personnel to complete this project with excellence. With our extensive network of skilled professionals and access to industry-leading resources, we are well-equipped to handle the scope and demands of this project from start to finish. Our team has the capacity and availability to focus on this project, ensuring that it remains a priority throughout each phase. Saunders' commitment to quality, efficiency, and timely delivery means we will dedicate ample bandwidth to meet all deadlines and provide ongoing support to address any challenges that may arise.

PROPOSAL

1. Preconstruction Fee

Lump sum of \$12,500

2. Overhead and Profit Percentage

1.95%

3. Monthly General Conditions Cost

\$31,940

Managing CONTINGENCY

Describe contingency, how it is managed and the use of contingency.

Contingency Management

We will fully advise the owner before spending any contingency funds, explaining the reasoning behind their use. As project risks decrease, we will update the owner on uncommitted contingency funds, allowing for additional risk mitigation as the project progresses. Senior Project Manager Rodney Rogers will maintain a contingency log to track usage, ensuring transparent, collaborative communication with the Town of Johnstown.

Our goal is always to seek solutions with net-zero cost impact whenever possible. We believe in a team-centered approach to contingency expenditures, acting as an extension of the project's financial controls.

Field Management as Cost Management

We will manage the budget effectively by developing detailed plans and executing them consistently. A well-organized, clearly communicated work strategy, combined with a proactive quality control program, will reduce unnecessary change orders and delays that impact costs.

Involving Rogers and Heffley in the preconstruction phase will help us create a carefully planned construction strategy and sequence before work begins. This early planning will ensure timely, clear communication with our trade and project partners, minimizing unnecessary change orders and contingency use due to miscommunication or poor execution. It will also allow our subcontractors to add value and identify project efficiencies through their thorough understanding of constraints and opportunities.

Item #9.



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GOOD STANDING

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

SAUNDERS CONSTRUCTION, INC.

is a

Corporation

formed or registered on 12/22/1975 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871295941 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/28/2024 that have been posted, and by documents delivered to this office electronically through 10/31/2024 @ 15:04:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/31/2024 @ 15:04:19 in accordance with applicable law. This certificate is assigned Confirmation Number 16525042 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Project SCHEDULE

Johnstown Development Services

Printed: 11/7/2024

Proposal Schedule

Planned by Asta Powerproject

Line	Name	OD	Start	Finish	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April
Project Summary					294d	Nov 05 24	Jan 16 26																
Impacts					5d	Nov 05 24	Nov 11 24																
Construction Milestones					218d	Mar 03 25	Jan 16 26																
4	Milestone - NTP		0d	Mar 03 25																			
5	Milestone - Mobilization		0d	Mar 03 25																			
6	Milestone - Top Out Structure		0d	Jul 17 25																			
7	Milestone - Building Dry In		0d	Sep 17 25																			
8	Milestone - Exteriors Complete		0d	Oct 14 25																			
9	Milestone - TCO in Hand		0d	Jan 15 26																			
10	Milestone - Project Substantial Completion (XXXX/XXXX) (Must add a finish on or before constraint once it becomes contractual)		0d	Jan 16 26																			
Pre-Construction					0d	Nov 05 24	Nov 05 24																
Construction					218d	Mar 03 25	Jan 15 26																
Mobilization					101d	Mar 03 25	Jul 23 25																
Site Prep					11d	Mar 03 25	Mar 17 25																
15	Mobilization		5d	Mar 03 25																			
16	Remove existing fence		2d	Mar 04 25																			
17	Site fence & BHP's		3d	Mar 06 25																			
18	Clear & grub		5d	Mar 11 25																			
Mass Excavation					90d	Mar 18 25	Jul 23 25																
20	Survey		3d	Mar 18 25																			
21	Excavate foundations		5d	Mar 21 25																			
22	Grade site		5d	Jul 17 25																			
Demolition					3d	Apr 08 25	Apr 10 25																
24	Demo Existing Curb/Gutter & Asphalt		3d	Apr 08 25																			
Foundations					57d	Mar 28 25	Jun 17 25																
Footings					30d	Mar 28 25	May 08 25																
27	Spread Footings		15d	Mar 28 25																			
28	Caisson / foundations at steel columns		12d	Mar 28 25																			
29	Form and place stem walls		15d	Apr 11 25																			
30	Vapor barrier & insulation at stem walls		5d	Apr 29 25																			
31	Backfill foundations		5d	May 02 25																			
Underground					10d	May 09 25	May 22 25																
33	SOG MEP Rough-in		10d	May 09 25																			
Slab on Grade					17d	May 23 25	Jun 17 25																
35	File grade		2d	May 23 25																			
36	Insulation & Vapor barrier		5d	May 28 25																			
37	Concrete Reinforcement		5d	Jun 04 25																			
38	Place Slab on grade		3d	Jun 11 25																			
39	Strip / sawcut concrete		2d	Jun 16 25																			
Structure					20d	Jun 18 25	Jul 16 25																
42	Structural Steel		20d	Jun 18 25																			
43	Set Structural steel columns / beams / joists		15d	Jun 18 25																			
	Metal Decking		5d	Jul 10 25																			

Progress Period (Data Date): 11/6/2024

Owner:

SAUNDERS

Start Date: 11/6/2024

Finish Date: 11/6/2024

Page 1 of 4

Item #9.

SAUNDERS

PROJECT SCHEDULE

13

Planned by Asta Powerproject

[illegible]

Proposal Schedule

Planned by Asta Powerproject

SAUNDERS Owner: _____ Project Period (Data Date): _____ Start Date: 1/15/2024 Finish Date: 1/16/2026 Page 3 of 4

Johnstown Development Services

Printed: 11/7/2024

Proposal Schedule

Planned by Asta Powerproject

[illegible]

Progress Period (Data Date):
11/5/2024

Start Date: 11/5/2024
Finish Date: 1/16/2026

Page 4 of 4

Project TEAM

Item #9.

General

Provide a detailed response to the qualification requirements outlined in the Evaluation Criteria.

A. Responsiveness to RFP: Only responsive proposals will be considered and evaluated.

B. Qualifications and experience: Preference may be given to firms with the following experience: Successful completion (on time, within budget, and per client specifications) of at least two facilities for similar construction projects in the last five years by the general contractor with a similar or larger scope to the Project in the RFP.

Project information about our relevant projects can be found starting on [page 19](#).

C. Resources: Provide details explaining how the firm or firms involved have current resources available to perform this project.

Details on the resources Saunders plans to provide to perform this project can be found on [page 9](#).

D. Leadership structure/key personnel experience: Provide resumes demonstrating that the qualifications of the persons proposed for the following positions have relevant experience on projects of similar size and scope. Key Personnel include the following: Construction Manager and Construction Superintendent.

Resumes for the proposed staff are provided starting on [page 23](#).

E. Management Approach: Provide a narrative explaining your approach to successfully manage the design and construction of the Project. Include a description and examples of how you will manage cost, quality, and schedule. Schedule shall begin at "Notice to Proceed" and end with "Owner Occupancy" and assume an interim agreement will be executed.

The project approach can be found starting on [page 4](#). A preliminary project schedule can be found on [page 13](#).

F. References: The Town reserves the right to contact any reference listed or non-listed party it deems appropriate. Include a minimum of three (3) references. Preference will be given to references that are of similar nature to this construction project. References can be found on [page 37](#).

G. Financial Condition: Financial data will be reviewed and compared to industry standards. Include your firm's most recent, preferably audited, income statement and balance sheet.

Financial information can be found linked on [page 33](#).

H. Safety Performance: Safety data will be reviewed and compared to industry standards. Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years. Address your company's safety program and any additional information that would be useful in showing your approach to a safe work site.

Safety data and information can be found on [page 29](#).

I. Debarment Status: By submitting a Proposal, the Proposer certifies that neither it nor any affiliated entity is currently debarred from submitting bids or has otherwise agreed not submit bids on contracts by the federal government or by any government entity in Colorado or any other state.

Saunders confirms it is not debarred from submitting this proposal.

J. Lawsuits: Proposers shall submit any open litigation and all litigation involving the firm in the past five years.

Litigation information can be found on [page 33](#).

Additionally, list current projects under construction including owner's name and contact information, contract price, percent done, scheduled completion date and brief description of the work.

The following page contain our current projects under construction.

Current Projects Under Construction

#	Project Name	Owner Name and Contact Information	Contract Price	Percent Done	Scheduled Completion Date	Brief Description of the Work
1	2nd and Martin Multi Family Apartments	Drew Kraft (303) 534-3344	\$57,564,515.42	27%	8/30/25	Residential. New Construction.
2	Aurora Mental Health Center	Nazan Wolfe (303) 407-4044	\$27,841,431.00	21%	11/21/25	Healthcare. New Construction.
3	Castle Rock Sports Center	Dan Tovado (303) 643-5775	\$73,194,143.00	0%	8/14/26	Sports & Recreation. New Construction.
4	Conifer District Ops Facility Replacement	Stella Selander (719) 726-0470	\$28,367,450.00	84%	12/30/24	Automotive. New Construction.
5	Element Research Campus Bldg 1 Improvements	Paul Giovannetti (650) 235-2846	\$3,337,032.00	83%	9/30/24	Office. Tenant Finish.
6	Element Research Campus Bldg 5 Renov Site & Signage	Paul Giovannetti (650) 235-2846	\$7,199,735.00	69%	10/31/24	Office. Renovation.
7	Estes Park High School Bleacher Replacement	Eric Adams (970) 586-2361	\$1,355,924.00	43%	11/1/24	Education, Sport & Recreation. New Construction, Addition.
8	JP Plaza Office Building	Brian Heinze (303) 595-9919	\$3,611,145.00	31%	12/4/24	Office. Renovation.
9	Littleton Adventist Heart & Vascular Expansion	Jay Shaffer (303) 734-3944	\$94,241,655.00	60%	7/1/24	Healthcare. New Construction.
10	Old Church Shops Renovation	John Cullen (410) 585-4300	\$9,336,630.00	82%	3/1/25	Hospitality, Historic, Retail. Renovation.
11	Orthopaedic Center of the Rockies - Loveland MRI	Jesse Struckhoff (970) 419-7006	\$2,383,996.00	4%	4/2/25	Healthcare. Tenant Finish, Equipment Upgrade
12	RFTA Glenwood Springs Maintenance Facility Bus Storage Operations	Ben Ludlow (970) 989-3047	\$61,168,444.00	92%	10/8/24	Civic Government. Core & Shell.
13	SJH Parking Garage	Kevin Deitsch (393) 549-2642	\$317,426.00	29%	4/30/25	Parking Structures. Renovation, Concrete.
14	The Amble	Jamie Schwarz (303) 565-6935	\$76,313,317.00	14%	3/1/26	Residential. New Construction.
15	Vi Care Center Expansion	Adrian Bolders (720) 207-3653	\$11,700,144.00	90%	1/8/25	Senior Living, Residential. Addition, Tenant Finish.
16	Woodland Park District Op Facility	Stella Selander (719) 726-0470	\$19,010,128.00	86%	12/23/24	Industrial. Addition.
17	WSSA Legacy Building	Kye Holtan-Brown (303) 299-8642	\$67,067,587.00	26%	11/3/25	Cultural. New Construction.

Providing needed maintenance to a rural area.

CDOT BRUSH 11-BAY VEHICLE STORAGE FACILITY

Saunders was awarded the vehicle storage facility project in Brush, Colo., in October 2022 through a CMGC negotiated process. The project scope involved constructing an 11-bay, 13,335-square-foot pre-engineered metal building (PEMB) to house CDOT's vehicles and equipment.

In June 2023, the Saunders team completed the buyout of major trade partners and began acquiring submittals for approval of long-lead items. The early buyout included the PEMB, overhead crane, earthwork, and concrete work. By November 2023, the PEMB arrived onsite, and construction of the building began in early December.

Although the original completion date for the project was set for October 2024, Saunders had been able to accelerate the timeline, with substantial completion in August 2024, well ahead of schedule.

The original design was for a 14-bay PEMB valued at \$7 million, which exceeded CDOT's fixed budget of \$6.2 million. To meet budget constraints, Saunders worked closely with CDOT to redesign the facility into a more cost-effective 11-bay building. The team also facilitated the approval process for early buyout of major trades, enabling the procurement of critical materials and keeping the project on track for an early completion.

Location

Brush, Colo

Role

CM/GC

Cost

\$6,200,000

Schedule

September 2023- August 2024

Owner

CDOT

Architect

D2C Architects

SIMILARITIES

- ✓ Municipal Client
- ✓ Critical Public Functions
- ✓ Administrative Spaces
- ✓ Exterior Work

Efficient and collaborative public works build.



BROOMFIELD SERVICE CENTER

The Broomfield Public Works Service Center project was driven by the city's significant population growth, which nearly doubled from 2000 to 2015. The 16.4-acre site includes an administration building with office and training spaces, maintenance and storage areas for utilities, fleet, streets, and police, as well as facilities for fuel, salt, and sand storage. Saunders, as the CM/GC, was responsible for preconstruction and construction services, including project budgeting, schedule management, and safety oversight.

Throughout construction, Saunders coordinated closely with Broomfield, engaging all stakeholders from day one to ensure timely progress. Challenges, including design coordination for pre-engineered metal buildings and major systems, were addressed using BIM clash detection to minimize delays. Despite the COVID-19 pandemic, the team implemented

extensive health and safety measures, ensuring the project was delivered on schedule.

Saunders played a key role in budget management by providing \$9 million in cost-saving options, including reducing the scope of the foundation and opting for pre-engineered metal buildings over structural steel. The team's collaborative approach ensured efficient planning and constructability, with rigorous quality control measures maintained throughout. Open communication with the owner ensured project success, meeting all building standards and compliance requirements.

Location

Louisville, Colo

Role

CM/GC

Cost

\$25,715,000

Schedule

March 2019 – April 2020

Owner

City and County of Broomfield

Architect

Stantec

SIMILARITIES

- ✓ Municipal Client
- ✓ Administrative Spaces
- ✓ Critical Public Functions
- ✓ Exterior Work

Seamless renovation for essential services client.



ADAMS COUNTY CORONER'S OFFICE REMODEL

In 2021, Saunders completed the Adams County Coroner's and Probation Office remodel project, a 28,500-square-foot renovation that included adding a cooler/ bay to the existing autopsy suite, remodeling the suite itself, and upgrading several other areas of the Coroner's Office. The project also involved converting the existing Sheriff's Department office into new space for Probation and upgrading multiple MEP systems throughout the building.

This occupied remodel project required several phases to accommodate office personnel and operations in sync with construction. For instance, the team began demolition and rework in the vacant Sheriff's side of the building. Once that phase was complete, Probation personnel moved in, enabling Coroner's office staff to transition to their new offices so the project team could remodel their current space.

The team installed a temporary wall where they removed the autopsy suite's exterior wall to prepare for the new addition. During the suite's remodel, coroners used an isolation room adjacent to the construction area for autopsies, requiring clear communication and meticulous site management.

The project also included replacing water heaters, boilers, and rooftop units, which demanded carefully planned methods of procedures (MOPs) to minimize operational disruptions. Outside, the team added and replaced sections of the exterior skin.

Location
Brighton, Colo

Role
CM/GC

Cost
\$8,918,000

Schedule
December 2022- May 2023

Owner
Adams County

Architect
Roth Sheppard Architects

SIMILARITIES

✓ Municipal Client

✓ Administrative Spaces

✓ Critical Municipal Functions

✓ Exterior Work

ADDITIONAL PROJECTS



City of Littleton Community Center

\$1.2M | September 2020 - February 2021

Saunders renovated the City of Littleton Council Chambers as part of a multi-phased project for the City Administration Building. This 3,000-square-foot overhaul involved filling the 9-foot amphitheater pit with structural foam, replacing finishes and ceilings, and adding structural steel to support a large partition. Saunders also installed a new wheelchair lift, floor boxes, and a 12,000-pound rooftop RTU. Seating increased to 175, with improved accessibility for people with disabilities. Upgrades included new AV equipment, air exchange systems, and UV filters. Despite schedule pressure from CARES Act funding, Saunders met the deadline, coordinating closely with City staff throughout construction.



Southeast Aurora Maintenance Facility

\$124.5M | August 2020 - September 2023

Saunders developed the Southeast Aurora Maintenance Facility to serve as a centralized hub for the City of Aurora's Water Department and maintenance operations, supporting over 400 employees. The 88-acre campus included four buildings dedicated to Aurora Water, Fleet and Fueling, and Southeast Maintenance divisions, housing administrative, operations, and maintenance spaces like warehouses, vehicle bays, workshops, a fueling station, and a water quality lab. In Phase One, Saunders completed 44 acres of development, building 9,000 linear feet of paved roads and over five miles of utility roads. Construction involved 6.1 miles of sanitary sewer lines and moving 900,000 cubic yards of earth, with nearly 23 acres of hardscape laid in asphalt and concrete.



Frisco Transit Center

\$4.8M | June 2021 - August 2022

Awarded through a hard-bid process, Saunders completed the 3,600-square-foot Frisco Transit Center, enhancing traveler amenities with information and ticketing counters, a security office, a 24-hour bathroom, three new bus bays, and improved transit access. Designed with only one square corner to mimic mountain slopes, the structure required precise cuts to meet the architectural intent. Coronavirus pandemic-related material delays impacted the schedule, particularly for the Air Handler Unit (AHU), which arrived three months late. To maintain progress, the team designed a removable roof section, allowing interior work to continue until the AHU installation, after which the roof was permanently secured.

Project TEAM

Item #9.

The success of your project is dependent on the ability, skills, and collaboration of its team. Saunders is proposing an exceptional group of individuals for your project, carefully selected for their relevant skill sets and experience. Our priority is to ensure the Town of Johnstown and all end users of your new space are always at the forefront of our decision making process.

Preconstruction

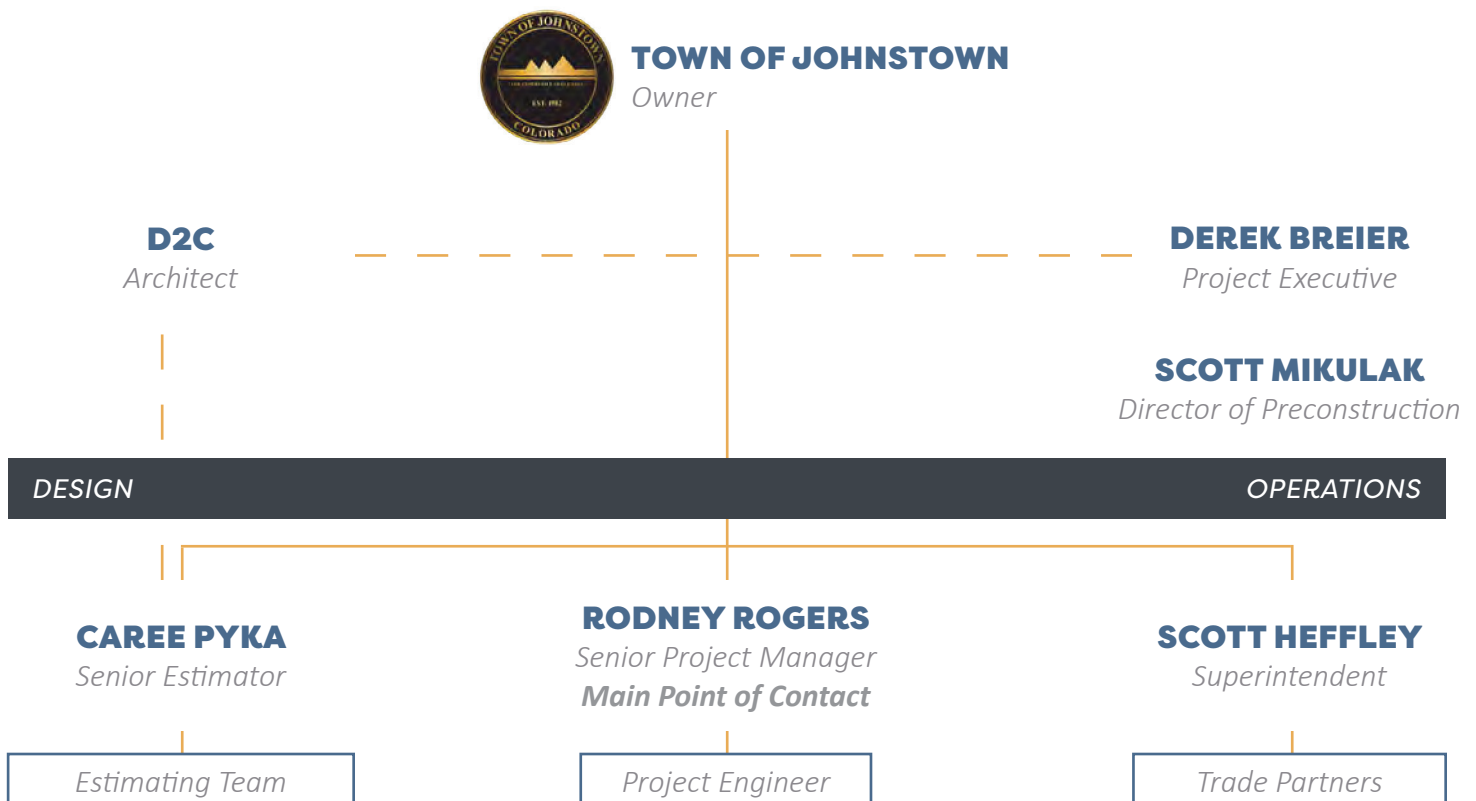
Senior Estimator Caree Pyka will guide the preconstruction process and will interface with the design team to ensure all program goals are being achieved.

Director of Preconstruction Scott Mikulak will provide support to Pyka, informing and providing value-added solutions to support project success. Mikulak and Pyka will be supported by a well-rounded estimating team.

Construction

Senior Project Manager Rodney Rogers will be the main point of contact for the duration of this project. Rogers and Superintendent Scott Heffley will support the preconstruction phase and lead the project through construction and closeout, overseeing the schedule and budget and solve any challenges that may arise once work begins. Rogers and Heffley have extensive experience working together on municipal, office and industrial projects.

Vice President Derek Breier will provide team oversight and offer any additional corporate resources to the project team where necessary. Breier will have overall project oversight from day one through warranty to ensure the project is budgeted correctly, staffed correctly, and all client interface is occurring as it should. Breier will provide executive oversight to ensure the most critical aspects of this project are achieved.



— Line of Authority
— Line of Communication



Industry Tenure

33 Years

Education and Credentials

B.S., Construction Management,
Colorado State University

LEED Accredited Professional

OSHA 10-Hour

References

Mr. Tom Kalert
Kalert Consulting Group, LLC
970.412.3049
tomkalet@gmail.com

Ms. Hope Wright
CDOT
720.237.6173
hope.wright@state.co.us

Mr. Shannon Doyle
SPD Architecture
970.672.6570
sdoyle@spdarchitecture.com

RODNEY ROGERS, LEED AP

Senior Project Manager

WHY RODNEY?

Rodney Rogers has over 30 years of experience in all levels of construction. He is involved daily with preconstruction services, feasibility analysis, estimating, value engineering and life cycle costing on a wide variety of projects. He has extensive experience working under negotiated, design/build, CM/GC and hard bid contracts.

Rogers' knowledge of local building codes and sub-contractors makes him an a true asset to Saunders. His project experience includes municipal, educational, military, retail, religious, medical, office and hotel projects from small retail tenant finishes to multi-million dollar facilities.

SELECT PROJECT EXPERIENCE



CDOT Brush

\$6.2M | September 2023- August 2024

Municipal | Administrative Spaces
Critical Public Functions | Exterior Work

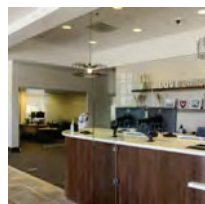
Other Team Members: Scott Heffley, Derek Breier



CDOT KOA, Phases I-III

\$24.6 | August 2016- August 2020

Municipal | Administrative Spaces
Critical Public Functions | Exterior Work



Blue Federal Credit Union - Loveland

\$500K | July 2023- September 2023

Office

Other Team Members: Scott Heffley, Scott Mikulak



Industry Tenure

28 Years

Education and Credentials

Willow Street Vocational Technical
School Graduate

AGC Stormwater Management

OSHA 10-Hour

First Aid/CPR

Forklift and Aerial Lift Training
Certificate

UL Qualified Firestop Contractor

2003 IBC Training

References

Mr. Jeff White
Sikorsky
970.412.1653

Mr. Nate Brock
Dohn Construction, Inc.
970.219.2531

SCOTT HEFFLEY

Superintendent

WHY SCOTT?

Scott Heffley has over 28 years of construction experience in Northern Colorado and Pennsylvania. He began his career as a carpenter foreman, working his way up to a project superintendent and home improvement business owner. He has worked on a variety of project types including residential, federal, office, education and retail.

Heffley is an exceptional field leader, working collaboratively with other project team members to manage contracts, scheduling, material procurement, labor resources, safety procedures and quality control initiatives.

SELECT PROJECT EXPERIENCE

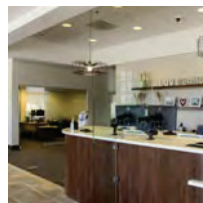


CDOT Brush

\$6.2M | September 2023- August 2024

Municipal | Administrative Spaces
Critical Public Functions | Exterior Work

Other Team Members: Rodney Rogers, Derek Breier



Blue Federal Credit Union - Loveland

\$500K | July 2023- September 2023

Office

Other Team Members: Rodney Rogers, Scott Mikulak, Derek Breier



Animal Friends Alliance - Taft Campus

\$2.3M | August 2021- November 2022

New Space | Administrative Space

Other Team Members: Scott Mikulak, Derek Breier



CAREE PYKA

Senior Estimator

WHY CAREE?

Caree Pyka has worked in the construction industry since 1992 and has held numerous positions such as project manager, estimator and lead estimator. She has provided preconstruction services for hospitality and residential buildings, recreation centers, education facilities, worship centers and retail centers.

Pyka worked on the Seasons at Cherry Creek project, which was one of Saunders most challenging preconstruction efforts. Pyka and her team were able to exceed the owner's budget needs and execute a GMP that was \$10 million less than the initial estimate (given to the Owner by another CM/GC).

She has been a key estimator for some of Saunders' key municipal clients, including Adams County and the City of Littleton.

Industry Tenure

32 Years

Education and Credentials

B.S., Interior Design,
Colorado State University

References

Ms. Kendra Brodkorb
Acquilano
303.893.1739
kendra@acquilano.com

Mr. Patrick Noble
DaVita
816.518.4316
Patrick.Noble@DaVita.com

Ms. Trisha Viener
Martin/Martin
303.431.3100 x321
tviener@martinmartin.com

SELECT PROJECT EXPERIENCE



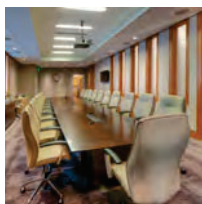
Adams County Coroner Renovation

\$8.9M | December 2022- June 2023
Municipal Client | Administrative Spaces
Critical Municipal Functions | Exterior Work



City of Littleton Community Center

\$1.2M | September 2020- February 2021
Municipal Client | Administrative Spaces
Critical Municipal Functions



Adams County Government Renovation

\$2.7M | January 2020- May 2021
Municipal Client | Administrative Spaces
Critical Municipal Functions



Industry Tenure

28 Years

Education and Credentials

M.S., Construction Management,
Arizona State University

B.S., Architecture,
Arizona State University

LEED Accredited Professional

References

Mr. William Welch
Owner
William T. Welch Company
970.215.4099
wwelch@wmtwelch.com

Ms. Cathy Higgins, CEO/CFO
Boulder Centre for Orthopedics &
Spine
720.749.2386
cathy@bouldercentre.com

Mr. Randell Johnson
Principal Architect
Infusion Architects
970.658.5585
tim.lago@infusionarchitects.com

SCOTT MIKULAK, LEED AP

Director of Preconstruction

WHY SCOTT?

Scott Mikulak has over 26 years of experience in both preconstruction and construction management for a variety of project types, sizes and locations in both healthcare, commercial and education arenas. His experience in managing team tasks, detailed estimating, budget control, collaboration on design solutions, schedule and constructibility review, makes him a valuable asset to our team as well as clients. He has extensive knowledge of qualified trade partners in the region and has played an integral role on many of Saunders' complicated municipal projects.

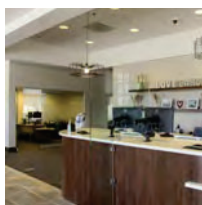
As the director of preconstruction, Mikulak provides comprehensive design phase leadership to analyze, inform and provide value-added solutions to support project success. As the design development process continues, Mikulak solicits and analyzes trade proposals, drawings, specifications and other related documents to deliver best value.

SELECT PROJECT EXPERIENCE



Frisco Transit Center

\$4.8M | June 2021- August 2022
New Build | Administrative Spaces
Municipal Client | Essential Municipal Functions
Other Team Members: Derek Breier



Blue Federal Credit Union - Loveland

\$500K | July 2023- September 2023
Office
*Other Team Members: Rodney Rogers,
Scott Mikulak, Derek Breier*



Animal Friends Alliance - Taft Campus

\$2.3M | August 2021- November 2022
New Space | Administrative Space
Other Team Members: Scott Mikulak, Derek Breier



Industry Tenure

27 Years

Education and Credentials

B.S., Construction Management
Colorado State University

LEED Accredited Professional
Building Design and Construction

ASHE Health Care Construction
Certificate

Certified Healthcare Constructor
(CHC)

References

Mr. Matt Palumbo
Cumming Group
303.478.9651
mspalumbo@cumming-group.com

Mr. Randell Johnson
Infusion Architects, LLC
970.775.2925
randell.johnson@
infusionarchitects.com

Mr Dan Dirksen
Tetrad Real Estate, LLC
303.304.4565
ddirksen@tetradre.com

DEREK BREIER, LEED AP BD+C

Vice President / General Manager, Saunders North

WHY DEREK?

Derek Breier began his career in construction in 2000 as a carpenter and foreman. He has been involved in various projects such as education, residential/assisted living, healthcare and office buildings. Breier has developed superior management and leadership skills from his project experience and is a master at Saunders' process. He effectively manages all aspects of a project from inception through completion.

As Vice President and General Manager of Saunders North, Breier supports corporate alignment of project stakeholder goals using key performance indicators to track the overall progress of the project. He provides strategic planning and guidance for the project team, ensuring they are equipped to execute the project plan.

SELECT PROJECT EXPERIENCE

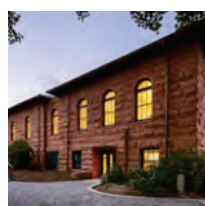


CDOT Brush

\$6.2M | September 2023- August 2024

Municipal | Administrative Spaces
Critical Public Functions | Exterior Work

Other Team Members: Rodney Rogers, Scott Heffley



Carnegie Center for Creativity

\$4.3M | March 2023- July 2024

Municipal Client | Partnering



Frisco Transit Center

\$4.8M | June 2021- August 2022

New Build | Administrative Spaces
Municipal Client | Essential Municipal Functions
Other Team Members: Scott Mikulak

SAFETY

Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years.

YEAR	RAR	EMR
2024	not currently available	0.55
2023	1.93%	0.67
2022	3.4%	0.70
2021	1.43%	0.61

Address your company's safety program and any additional information that would be useful in showing your approach to a safe work site.

Our commitment to safety on the Johnstown Development Services Building project involves a detailed approach tailored to the evolving phases of construction. Each phase will address specific hazards and adapt our safety strategies according to the site's changing conditions and project requirements.

Each phase of the Johnstown Development Services Building project will be supported by an evolving site logistics plan, ensuring that safety measures are dynamically aligned with the current phase and specific hazards. By continuously adapting our safety strategies, we aim to protect our workforce and maintain a high standard of safety throughout the project.

Supporting our Employees' Mental & Physical Health

While the focus on physical safety is paramount to Saunders, the mental health of our workers can be overlooked. However, there is a growing recognition of the importance of mental health initiatives in the construction industry and at Saunders. Addressing mental health concerns not only enhances the wellbeing of our teammates, but also improves physical safety, productivity and overall job satisfaction.

Statistics reveal the severity of the mental health crisis in the construction sector, and according to the CDC (Centers for Disease Control), the construction industry has been identified as one of the leading industries for high suicide rates and substance use issues in the US. This information underscores the urgent need for mental health initiatives to support workers in this industry.

In 2023, Saunders began to prioritize and implement a mental health initiative intertwined with, and at the same level, as our physical health safety program (Safety: It's On Me). In conjunction with Saunders' Safety Department, a Ground Crew was established to conduct research, solicit help from third-party experts, set goals, and lead the roll-out of the mental health initiative. Saunders partnered with Dr. Sally Spencer-Thomas to create a culture of support and awareness. In June 2023, Saunders was selected as one of ten organizations to pilot the 12-month H.O.P.E. Certification program in Colorado.

The H.O.P.E. Certification is designed to help workplaces prepare comprehensive well-being programs that empower people to survive and thrive through tough times. It covers proactive prevention and culture change, early identification of mental health challenges, and preparation for mental health emergencies.

In November 2024, Saunders achieved the Platinum H.O.P.E. Certification, ensuring comprehensive mental health support for all Saunders employees and their families.



TRADE PARTNERS

List subcontractors that you have working relationships with that might be used on this project.

DIVISION 01		Gypsum Board Assemblies	Copper Spring Solutions
Surveying	EPS Group (Northern Engineering)	Gypsum Board Assemblies	Spacecon Specialty Contractors
Surveying	King Surveying	Acoustical Ceilings	Acoustics and Interiors
DIVISION 03		Acoustical Ceilings	Heartland Acoustics
Concrete	Pierson Concrete	Acoustical Ceilings	Copper Spring Solutions
Concrete	Total Concrete Services (TCS)	Flooring	Office Elements dba Floorz
Concrete	Coloscapes Concrete	Flooring	Advanced Interiors
Concrete	Saunders Concrete	Flooring	Guy's Floor Service
DIVISION 04		Painting	Maximum Painting
Masonry	Don's Masonry	Painting	Molecular Coatings
Masonry	Dm Construction	DIVISION 21	
Masonry	Mile High Stucco (Stone)	Fire Suppression	Rapid Fire Protection
DIVISION 05		Fire Suppression	Front Range Fire Protection
Structural Steel	Front Range Steel	Fire Suppression	Total Fire Protection
Misc. Metals	KDM Steelworks	DIVISION 22	
Misc. Metals	General Iron & Steel	Plumbing	Neuworks Mechanical
DIVISION 06		Plumbing	Kerwin Plumbing & Heating
Finish Carpentry	Bruck Enterprises	Plumbing	Wray Plumbing and Heating
Finish Carpentry	Bear Lake Designs	DIVISION 23	
Finish Carpentry	LA Woodworks	Mechanical/HVAC	Air Comfort
DIVISION 07		Mechanical/HVAC	Kuck Mechanical
Waterproofing/Sealants	Restoration Specialists Incorporated (RSI)	Mechanical/HVAC	Wray Plumbing and Heating
Waterproofing/Sealants	AAA Waterproofing	DIVISION 26	
Waterproofing/Sealants	Alpha Insulation and Waterproofing (AIWP)	Electrical	Merit Electric
Insulation	Allied Insulation	Electrical	Gregory Electric
Insulation	Division 7, Inc.	Electrical	Exceed Electrical Contractors
Roofing	Front Range Roofing	DIVISION 31	
Roofing	Select Roofing	Earthwork/Utilities	Dunrite Excavation
Roofing	Advanced Roofing Technologies	Earthwork/Utilities	Martin and Sons Excavating
DIVISION 08		Earthwork/Utilities	J-Jireh Contractors
Doors, Frames, Hardware	LaForce (Collins Door and Hardware)	DIVISION 32	
Doors, Frames, Hardware	Colorado Doorways	Asphalt Parking	Martin Marietta
Storefronts/Glazing	Commercial Glass	Asphalt Parking	Asphalt Specialties
Storefronts/Glazing	Aglasco, Inc.	Landscaping	Hurr Vasa Sprinkler and Landscaping
Storefronts/Glazing	MSW Glass dba Skyline Glass	Landscaping	Environmental Landworks
DIVISION 09		Landscaping	Zak George Landscaping
Gypsum Board Assemblies	Holsinger Drywall		

Construction

SEQUENCING

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

Scheduling Tools

Saunders' approach to managing a project schedule begins long before the groundbreaking ceremony or before the first shovel of dirt is turned — it often starts before the project is even awarded. We combine information from critical trade partners with our own experience to further develop the schedule that the entire team approves. We maintain progress in the schedule file on a daily basis so that we can effectively communicate updates to our trade partners as well as our design team partners and ownership.

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

Master Schedule

A baseline master schedule will be developed as the primary tool to manage the preconstruction and construction process for all parties. This schedule will include input from all team members and design milestones, authority approvals and detailed construction activities. The critical path will be the focus for planning and executing and will be developed in close coordination with our project partners. The master schedule is a working tool that is constantly updated and revised as more project information is acquired.

If we encounter an unexpected delay or if a critical path activity takes longer than we anticipated, we immediately develop a recovery plan that will minimize the impacts. Our daily progress monitoring and schedule forecasting efforts allow us to identify potential schedule pinch points before they start impacting subsequent activities, so that we can maintain a predictable workflow and meet our commitments.

Describe process and software for managing short term duration schedule (i.e., two or three week look ahead schedules).

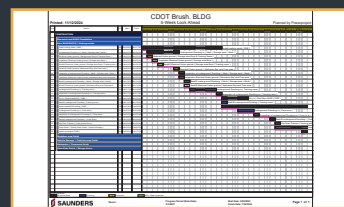
Short interval scheduling approach

Once construction begins, the direct supervision and day-to-day coordination of the work on site is the responsibility of the Superintendent. One of our best management techniques for planning and executing the work is obligating all subcontractors to plan their work with our team. Therefore, our superintendent is responsible for managing the master schedule collaboratively with all of our subcontractors on the project. It is always our commitment to update the schedule as frequently as necessary to maintain strict control of projects progress. On this project we will be maintaining the project on a daily basis and communicating status weekly, or more frequently if needed.

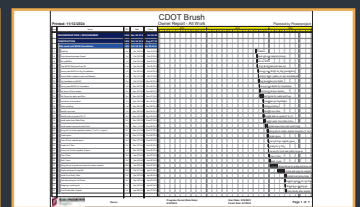
CDOT BRUSH delivering a vital public project two months ahead of schedule

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

Senior Project Manager Rodney Rogers and Superintendent Scott Heffley delivered the CDOT Brush 11-Bay Vehicle Service Facility two months ahead of schedule. Below are links to a five-week, short-term look ahead schedule and final, full schedule for the project.



SHORT-TERM SCHEDULE



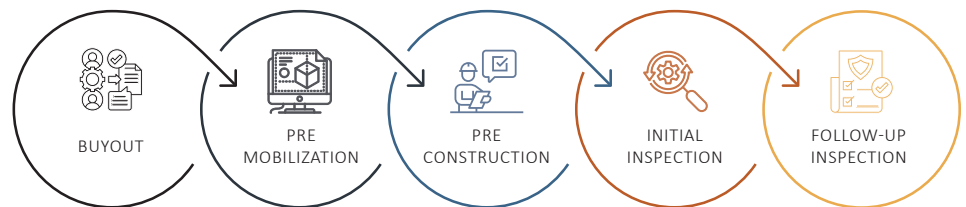
FULL SCHEDULE

Quality CONTROL

Item #9.

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

A 5-Phase control system will address each definable feature of work beginning with early planning stage requirements and ending with the finished work activities. Each phase will allow the opportunity to prevent problems and deficiencies. The Five-Phase process is conducted for each definable feature of work.



Phase 1: Buyout

Once a trade partner's contract is fully executed and the new partner is on board, this date is to be documented on the Site-Specific Quality Tracking Log. This phase is to trigger the contact of the trade partner to set up the requirements of Phase II Pre-Mobilization as soon as possible to begin the submittal process.

Phase 2: Pre-Mobilization

The Pre-Mobilization phase initiates the submittal process by contacting trade partners and subcontractors, ensuring timely, complete submittals. It includes reviewing applicable specification sections and contract drawings to determine submittal, shop drawing, sample, and mock-up requirements. The project engineer will identify necessary submittals required to begin the work.

Phase 3: Pre-Construction

The Pre-Construction Phase occurs just before starting each definable work feature. It involves QC personnel, the Project Superintendent, the Subcontractor's QA personnel, and Foreman.

If applicable, the Owner's Representative is notified in advance. This meeting ensures all responsible personnel fully understand the work requirements.

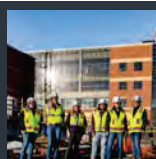
Phase 4: Initial Inspection

The Initial Inspection phase takes place once a representative portion of work is completed for each feature, with a field meeting involving QC personnel, the Project Superintendent, Project Engineers, and the Subcontractor's Foreman. Notified in advance, the Owner's Representative attends if applicable. This stage establishes workmanship standards, identifies nonconforming work, and enforces early quality expectations.

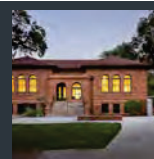
Phase 5: Follow-Up Inspections

The Follow-up Inspection phase ensures ongoing quality and safety standards established earlier, continuing until work completion. This phase involves regular inspections by the Subcontractor's and General Contractor's QC teams, along with required control testing to maintain standards throughout the activity.

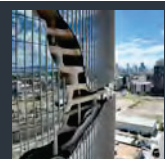
Provide examples of when firm exceeded quality standards, gained industry recognition, or received quality awards.



2024 Engineering New-Record Mountain States Contractor of the Year
(Click image to read the feature article on enr.com)



2024 ACE Award - Best Building Project - General Contractor (Under \$10 Million):
The Renovation of the Center for Creativity at the Historic Carnegie Library



2024 ACE Award - Silver Award - Best Building Project - General Contractor (Over \$70 Million):
One River North Residence

REFERENCES

Provide three (3) client references (project name, contact person, and phone number) for projects that are similar in size and scope, and best demonstrates the firm's ability to finish the proposed project successfully.



CDOT BRUSH 11-BAY VEHICLE STORAGE FACILITY

Ms. Hope Wright | 720.237.6173



BROOMFIELD SERVICE CENTER

Ms. Katie Allen | 303.438.6250



SOUTHEAST AURORA MAINTENANCE FACILITY

Ms. Elly Watson | 303.739.7109

WHY SAUNDERS?



Partnership Professionals



Masters in Municipal Facilities



In-Depth Preconstruction Services





1212 RIVERSIDE AVE. STE. 130
FORT COLLINS, CO 80524
SAUNDERSINC.COM
970.221.4195



Johnstown Colorado

Construction Manager at Risk
Request for Proposals for the

Town of Johnstown Development Services Building

NOVEMBER 12, 2024



**Adolfson
& Peterson
Construction**

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November 12, 2024

Jeremy Gleim, Planning & Development Director
jgleim@johnstownco.gov
450 S Parish Ave
PO Box 609
Johnstown, Colorado 80534

Dear Jeremy Gleim and Selection Committee Members:

As a builder deeply invested in Johnstown, both as a community and as a place we call home, we're excited to submit our proposal for the Development Services Building Project. At Adolfson & Peterson Construction (AP), we don't just work here; we live here, and we are honored to support the growth and success of our town in a way that is both personal and professional.

Our office, located right in Johnstown, is one of several local projects we're proud to have delivered, along with Roosevelt High School, Pioneer Ridge Elementary's remodel, the Johnstown YMCA, and the Roosevelt Middle School. These projects have given us deep insight into Johnstown's values and the needs of our local stakeholders. Additionally, our team brings a personal commitment to Johnstown: Priscilla Dodds (your proposed Project Engineer), Rebecca Durst (your proposed Project Manager), and I live in Johnstown, with Rebecca and I in Pioneer Ridge, within four minutes of the jobsite. We will be readily available for any project needs that may arise.

Our proposed Northern Colorado team is rooted in our local communities and our involvement goes beyond construction. For the past nine years, we have actively participated in Johnstown's annual BBQ Day, leading sponsorship initiatives and organizing the Punt, Pass, & Kick event. Our efforts have raised hundreds of thousands of dollars for the event, which continues to foster our Johnstown community spirit and support local causes.

Our community engagement extends to numerous local organizations. We support the Johnstown Downtown Development Authority, serve on the Johnstown Y Branch Council, and I currently hold the position of President with the Weld RE-5J Education Foundation. These commitments reflect our dedication to Johnstown's long-term growth and well-being.

We are excited by the opportunity to build another essential facility that will serve our town, enhancing Johnstown's resources and strengthening its future. Thank you for considering our team for this project. We look forward to contributing our expertise, dedication, and local pride to your vision for Johnstown's Development Services Building.

Sincerely,



Anthony Durst
Construction Manager
adurst@a-p.com
307-274-6155



4660 Concord Avenue
Johnstown, Colorado 80534
970.286.6150 | a-p.com



Johnstown
Colorado

43

YEARS IN COLORADO

794

OFFICE PROJECTS

125

EMPLOYEES IN
NORTHERN COLORADO

*We acknowledge
Addendums No. 1 and No.
2.*

QUALIFICATIONS

SOUTH METRO FIRE RESCUE AUTHORITY STATION 31 | GREENWOOD VILLAGE, CO

Project Experience:

CMAR firm shall have experience as a general contractor in the construction of at least three (3) municipal administrative buildings, at least one of which has been completed in the last five (5) years.

- Submit a minimum of two (2) featured project references. Firms may supplement project reference worksheets with project data sheets or other information deemed necessary for consideration in the evaluation.
- The proposed Project Manager and Project Superintendent shall have worked on at least one

MUNICIPAL ADMINISTRATIVE BUILDINGS



BERTHOUD CAMPUS EXPANSION PROJECT - PHASE 1

Location: Berthoud, CO

Completion Date: November 2022

Reference: Amy Cook

Project Manager, Northern Water
970.622.2261 | acook@northernwater.org

Description: Acting as a secured administration building for Northern Water, the facility provides office spaces for multiple departments at the quasi municipality's main campus in Berthoud.



Completed in Last
5 Years



Same Proposed
Project Manager



Same Proposed Project
Superintendent



PARK COUNTY GOVERNMENT COMBINED OFFICE SPACE II

Location: Fairplay, CO

Completion Date: August 2018

Reference: Denny Gibson

Director of Public Works, Park County Government
303.647.2208 | dgibson@parkco.us

Description: This new 2 story, 23,000 sf office building was built directly behind, and tied into, the County's current office building. It now houses the offices of Administration, Assessor, Clerk & Recorder, Treasurer, and Development Services. In addition to the new structure, a tenant improvement/renovation to the existing building basement level (~5,840 sf) was also completed.



D2C Collaboration



Office Spaces



Same Proposed Project Team Members



BLOCK 32 UTILITY SERVICE CENTER RENOVATION

Location: Fort Collins, CO

Completion Date: October 2017

Reference: Brian Hergott

Facilities Project Manager, City of Fort Collins
970.221.6805 | bhergott@fcgov.com

Description: The Block 32 project in Old Town Fort Collins is designed to house the administrative functions of Fort Collins Utilities. It is the first phase of the City of Fort Collins' plan to redevelop their municipal services complex and create a more welcoming civic center. This new 3-story, 37,500-sf municipal office building was designed to be one of the most energy efficient buildings in the state and incorporates sustainable features, such as photovoltaic panels, an insulated enclosure and windows, the state's first perennial outdoor living wall and a rain garden.



Office Spaces



Public Project



Same Proposed Project Team Members



CITY OF FORT COLLINS SHOP EXPANSION

Location: Fort Collins, CO

Completion Date: June 2024

Reference: Blake Visser

Sr. Facilities Project Manager, City of Fort Collins
970.221.6227 | bvisser@fcgov.com

Description: AP worked with the City of Fort Collins to construct a new expansion for their City's Fleet Maintenance facility to allow staff to perform major maintenance on City Fleet CNG vehicles. This included a renovation of the existing administration, break room, rest rooms, parts storage, and circulation areas. The project also upgraded the HVAC systems and incorporated solar PV on the roof and added a geothermal borefield to help with energy usage.



Completed in Last
5 Years



Office Spaces



Same Proposed Project
Team Members



Track record of project completion based on feedback from project references regarding CMAR firm's construction quality, project management, communication, and scheduling management.

Proven Project Completion

QUALITY, COMMUNICATION, AND RELIABILITY BACKED BY LONG-STANDING CLIENT RELATIONSHIPS

Adolfson & Peterson Construction (AP) has a proven track record of delivering high-quality administrative, office, and municipal projects across Colorado. As a Johnstown builder with nearly 50 years of relationships in our local communities, AP is deeply committed to serving our clients with a focus on quality and consistency. This commitment is reflected in our strong client retention—85% of our business comes from repeat clients who trust AP to meet and exceed their expectations on every project.

Having completed eight projects in Johnstown in the past five years, AP is a trusted partner in the community, bringing local expertise and a responsive team that prioritizes our clients' goals on every project.

JOHNSTOWN COMMUNITY CENTER



"The site was selected by the Town offered some real challenges for constructing a 65,000 sf building. These challenges were always met with knowledge and adaptability. I have had the pleasure of attending all Owner, Architect and Contractor (OAC) meetings which have been great. AP staff have been great at keeping us informed during every step of the building process."

— Gary Lebsack, Former Mayor | Town of Johnstown

NORTHERN WATER BERTHOUD CAMPUS EXPANSION PROJECT



"I can't say enough about this team. The relationship between northern water and AP is a partnership. Whether it was the Project Manager, Superintendent, or Foreman, I had daily communication with the team. AP added value to this project by understanding who we are and how we work. That relationship has made the difference."

— Amy Cook, Project Manager | Northern Water

BLOCK 32 UTILITIES ADMINISTRATION BUILDING



"This project would not have had the success it did without the careful coordination and collaborative efforts of the AP team. For example, this project received the best air tightness rating ever produced on a City of Fort Collins building. This was due in large part to the careful coordination between the AP team and City staff and Engineers."

— Brian Hergott, Facilities Project Manager | City of Fort Collins

Location of permanent place of business as it relates to potential mobilization costs.

Location of Permanent Place of Business

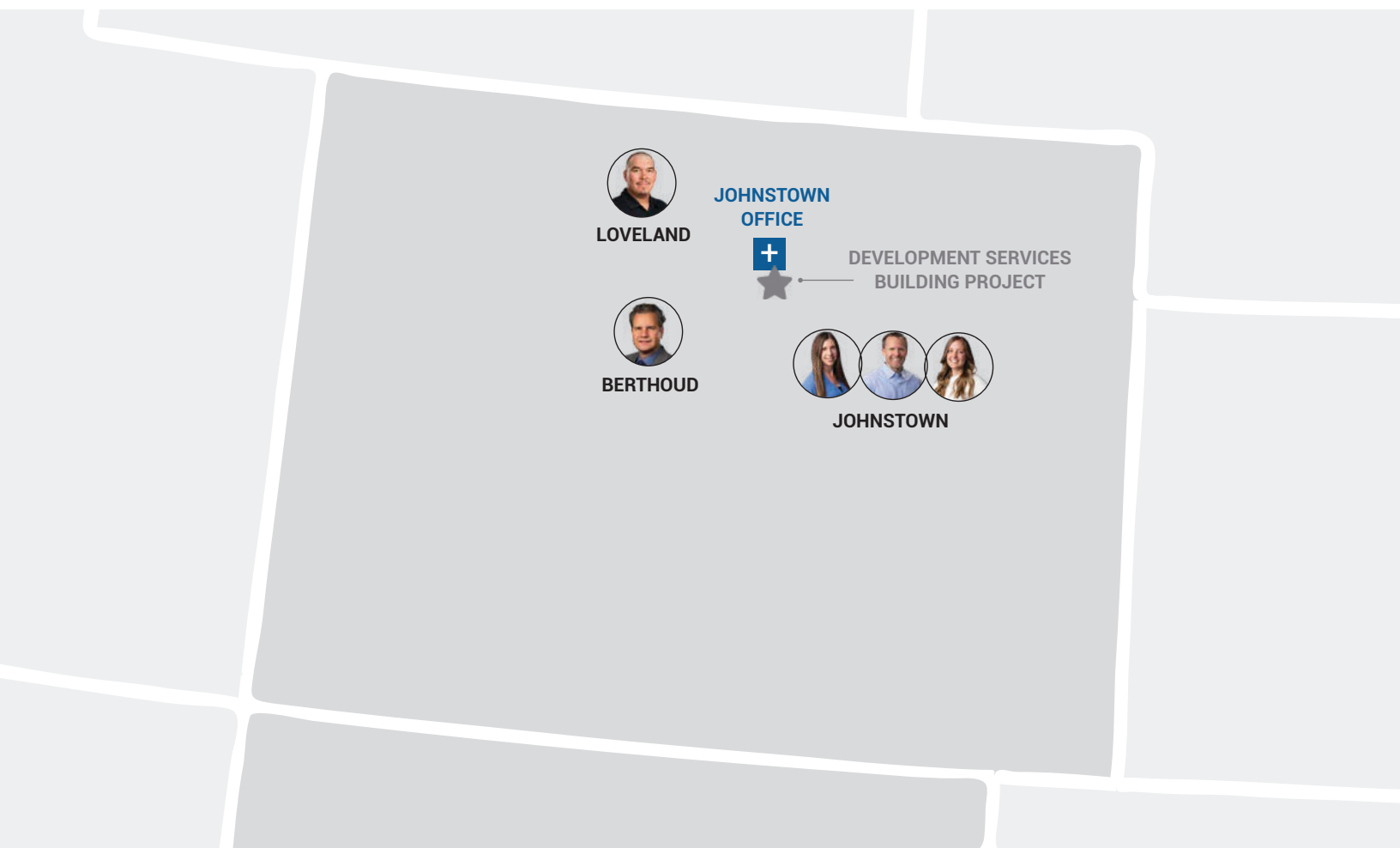
At AP, our commitment to being a community builder in Johnstown extends beyond our projects; it is reflected in our operational base. Our permanent office is located in Johnstown (4660 Concord Ave), strategically positioning us to efficiently mobilize resources and respond to project needs swiftly. This proximity significantly reduces mobilization costs, allowing us to allocate more funds toward enhancing project quality and ensuring timely delivery.

Rebecca and Anthony Durst and Priscilla Dodds, key members of our project team, reside just minutes from

the job site, ensuring that leadership is readily available for on-site coordination and communication. Their close proximity enables rapid decision-making and responsiveness to any emerging project challenges, further minimizing potential delays and additional costs associated with mobilization.

By leveraging our local presence and fostering strong relationships within the community, we not only ensure a cost-effective approach to mobilization but also contribute positively to Johnstown's economy. Our commitment to hiring local subcontractors and labor enhances this effect, keeping resources and talent within the community. This local engagement further demonstrates our dedication to building a stronger, more connected Johnstown while ensuring that the project is managed efficiently and effectively from start to finish.

TEAM LOCATIONS



Experience and degree thereto with projects of similar size and scope.

Highlighted Projects

RELEVANT EXPERIENCE IN COMMUNITY DEVELOPMENT

Over the years, AP has successfully delivered numerous

projects that exemplify our commitment to quality, innovation, and community engagement. Of the many relevant projects we've completed, here are just a few from the past decade that stand out for their significance and alignment with the goals of the Town of Johnstown Development Services Building Project. These selected projects showcase our extensive experience and demonstrate our ability to meet the unique challenges associated with similar developments.

Similar Project Experience Value Location Year Completed	Municipal	Administrative Office Components	Public Project	New Build	Northern Colorado	Same Proposed Team Members
City of Fort Collins Shop Expansion \$3.9M Fort Collins, CO 2024	✓	✓	✓		✓	✓
Weld RE-3J - Admin Building \$4.7M Hudson, CO 2019		✓	✓	✓	✓	
AP Johnstown Office TI \$5.1M Johnstown, CO 2023		✓		✓	✓	
South Metro Fire Rescue Authority, New Community Fire Station 20 \$7.8M Highlands Ranch, CO 2021	✓	✓	✓	✓		✓
Park County Government, Combined Office Space II \$8.5M Fairplay, CO 2018	✓	✓	✓	✓		✓
Arapahoe Library District, Kelter Library \$8.7M Byers, CO 2018	✓		✓	✓		✓
City of Fort Collins, Block 32 Utilities Administration Building \$10.2M Fort Collins, CO 2017	✓	✓	✓	✓	✓	✓
City of Fort Collins, Municipal Courthouse Renovation \$12.1M Fort Collins, CO 2025	✓	✓	✓		✓	✓
City of Englewood, Englewood Police Headquarters \$23.1M Englewood, CO 2021	✓	✓	✓	✓		✓
Northern Water, Berthoud Campus Expansion Project \$24.5M Berthoud, CO 2022	✓	✓	✓	✓	✓	✓
City of Aurora, Public Safety Training Center (CAPSTC) \$24.9M Aurora, CO 2016	✓	✓	✓	✓		✓
Northern Water, West Slope Campus \$28.1M Granby, CO 2022	✓	✓	✓	✓	✓	✓
City of Thornton, Thornton Community Center \$31.3M Thornton, CO 2024	✓	✓	✓	✓		✓
Northern Water, Building A Addition & Renovation \$34.5M Berthoud, CO 2024	✓	✓	✓	✓	✓	✓

Key personnel committed to the project.

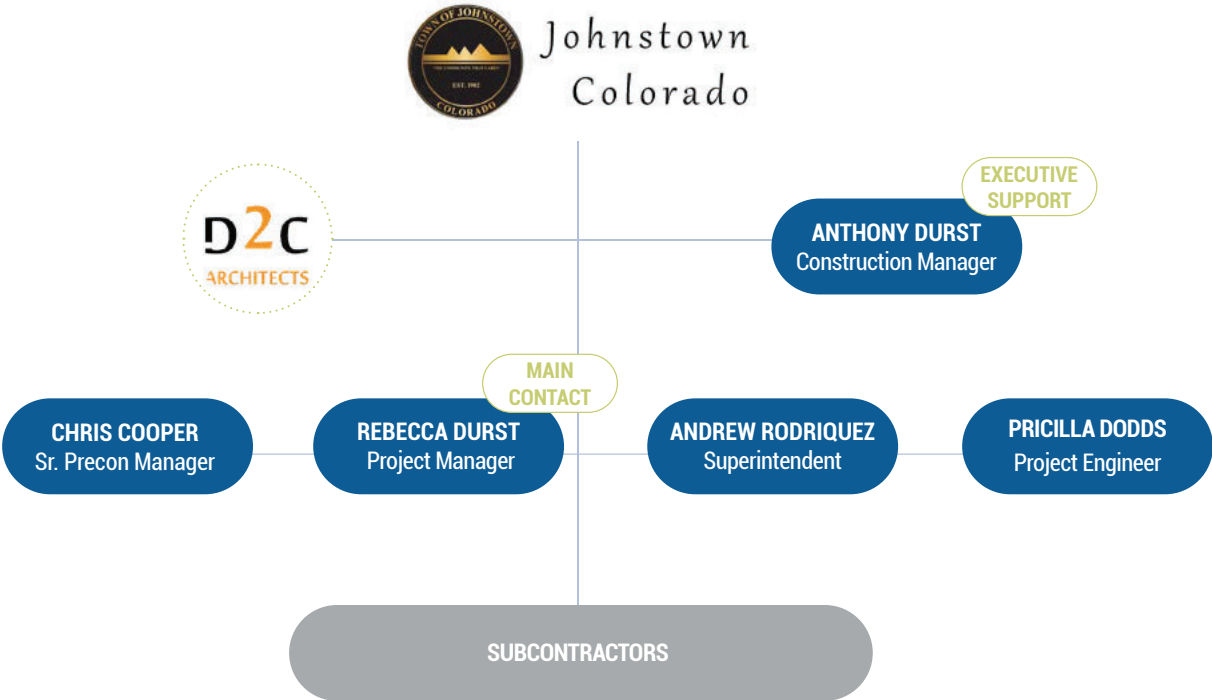
Dedicated Project Team

EXPERIENCED PROFESSIONALS FOR NORTHERN COLORADO’S MUNICIPAL SUCCESS

This project team was strategically chosen for their skills and experience to successfully deliver your finished project. This team brings their experience working on municipal projects in Northern Colorado.

Full project resumes can be found on page 23.

AP’s Municipal Administration Experts



Safety rating and history of compliance with Occupational Safety and Health Administration construction industry standards. Please see page 28 for our safety rating and philosophy.

Financial situation and having sufficient staff, resources, and technical experience to perform the work properly and expeditiously. Please see our full financial on page 39.

PROJECT APPROACH AND DETAILED SCOPE OF WORK

NORTHERN WATER - WESTERN SLOPE CAMPUS | GRANBY, CO

Describe your proposed Project Approach, addressing:

- Suggested procurement packages, construction sequences, means and methods.

Strategic Project Approach for Seamless Facility Transformation

The process of transforming your facility is a collaborative effort and we will develop a specific project approach working with you and D2C Architects, Inc. Our team will meet with the project stakeholders to fully understand your goals and expectations immediately upon notification of award.

Integrating construction expertise into the design phase will deliver the highest value to your project. By embracing the CMAR process and understanding the design details our team can minimize schedule impacts, develop highly defined scopes of work to eliminate scope gaps, expedited product selections based on availability, and incorporate constructability reviews early in the process.

Early identification of material and component lead times and understanding how these correlate with the projected construction schedule will be vital to the project's success. Identifying any lead time issues early will allow the project team to develop alternate options and temporary solutions to minimize impacts to the project schedule.

PROCUREMENT SCHEDULE //

On the Alternative Sentencing project, the procurement schedule played a vital role in mitigating risks by facilitating early identification of potential issues, such as material availability and market fluctuations. By outlining lead times, the schedule enabled proactive measures to address delays and disruptions. Thorough vendor evaluation and qualification within the schedule helped in selecting reliable suppliers, reducing the risk of poor performance.

Procurement - Structural Steel	341 days	Wed 10/27/21	Mon 3/6/23
Joist & Deck - Submitted	1 day	Wed 10/27/21	Wed 10/27/21
Joist & Deck - Review	11 days	Thu 10/28/21	Thu 11/11/21
Joist & Deck - Approved	1 day	Fri 11/12/21	Fri 11/12/21
Joist & Deck - Delivery	126 days	Mon 11/15/21	Mon 5/16/22
Main Structural Steel with Embeds & Anchors - Submitted	1 day	Wed 12/29/21	Wed 12/29/21
Main Structural Steel with Embeds & Anchors - Review	29 days	Thu 12/30/21	Wed 2/9/22
Main Structural Steel with Embeds & Anchors - Approved	1 day	Thu 2/10/22	Thu 2/10/22
Main Structural Steel with Embeds & Anchors - Delivery	67 days	Fri 2/11/22	Mon 5/16/22
Metal Stairs - Submitted	1 day	Thu 2/24/22	Thu 2/24/22
Metal Stairs - Review	15 days	Fri 2/25/22	Thu 3/17/22
Block Veneer - Submitted	1 day	Thu 12/16/21	Thu 12/16/21
Block Veneer - Review	5 days	Fri 12/17/21	Mon 12/27/21
Block Veneer - Approved	1 day	Tue 12/28/21	Tue 12/28/21
Block Veneer - Delivery	147 days	Wed 12/29/21	Tue 7/26/22
Metal Stairs - Approved	1 day	Fri 3/18/22	Fri 3/18/22
Stainless Steel Handrails - Submitted	1 day	Mon 5/16/22	Mon 5/16/22
Stainless Steel Handrails - Review			
Stainless Steel Handrails - Approved			
Metal Stairs - Delivery			
Kitchen Equipment - Submitted/Review			
Kitchen Equipment - Approved			
Window Frame Delivery			
AHU-6 & AHU-8 Delivery			
AHU-7 & ERV-2 Delivery			
Backflow Skid Delivery			
Kitchen Equipment - Delivery			
Stainless Steel Handrails - Delivery			
Curtain Wall Frame Delivery			
Solid Surface Shower Panel Delivery			
Switchgear Delivery			
Interior Glazing Delivery			
Pre-Hardwood Door Delivery 1st & 2nd Floors			
Curtain Wall Glazing - Re-Delivery (Broken Pallet)			
Bolt Down Table Re-Delivery - OFCI - 1st Floor			



- Value engineering ideas for the most cost-effective solutions.

Optimizing Design with Cost-Effective Value Engineering

AP's preconstruction philosophy starts with a quality foundation and leads to a smooth building process. Promoting teamwork and constructability, we invest all team members early in design. Our focus is quality, feasibility and making your vision a reality. We plan how to best carry out the project design with quality and efficiency. We provide value-engineering options during design meetings and realtime cost estimating to make opportunities clear and decisions easier. This "draw

once, build once" philosophy allows the entire team to be lean and efficient. On a daily basis, we will provide cost options and constructability input to D2C that will allow them stay on schedule throughout the design process.

Our price option lists offer flexibility and transparency by presenting clear cost options for materials, finishes, and design choices. This approach empowers you to make budget-aligned decisions without compromising project quality or timeline. At AP, we leverage the price option list to ensure efficient resource management, clear communication, and a seamless construction experience that meets each client's unique priorities.

PRICE OPTION LIST //

This document allows all stakeholders to understand the decisions ahead that need to be made on the project and are prioritized based on not just impact to cost but also both the design and construction schedule.

75 YEARS adolfson & peterson Construction		Price Options List					10/22/2024		
SD Cost Model Update		\$70,841,314							
Target Budget (Increased from \$69.5mm through FFE transfer to FLODC)		\$71,000,000							
Total Accepted Costs		\$0							
-Revised Target		-\$158,686							
Total Pending Reductions Items (excludes overlapping cost savings items)		-\$181,785							
Potential Funds For Alternates with all Pending Items Accepted		\$340,471							
Remaining Estimate Contingencies @ 3.5% (Does not include additional 3% construction contingency)		\$2,087,733							
		-\$181,785		\$2,789,904		\$0			
						-\$500,000			
Item Number	Description of Item	Status	Pending Cost Reduction	Pending Cost Addition	Accepted Cost	Rejected Cost	10/16 Decisions Incorporated Into Base Cost Above	Decision Date	Comments
Alternates									
001	Add Alternate 1 - Add cooling to remaining wing of residential rooms (1 Wing and x5 Floors)	Pending		\$111,976				11/22/2024	Base Scope includes cooling at 3 of the 4 wings
002	Add Alternate 2 - Modify north entry site requirements for PFA requirements	Pending		\$201,188				11/22/2024	PFA review pending if this needs to be accepted
003	Add Alternate 3 - Add operable windows to residence wings	Pending		\$1,053,888				1/31/2025	Base Scope includes DONAS units but no operable windows
004	Add Alternate 4 - Provide localized mechanical systems with central backup (Option 2)	Pending		\$484,010				11/22/2024	This layout aligns with CSU preferred mechanical based on 10/9 page turn
005	Add Alternate 5 - Provide additional 2 Elevators in residence wings	Pending		\$392,815				1/31/2025	Elevator shafts are included in base cost
006	Add Alternate 6 - Budget to be held for coffee shop build out	Pending						1/31/2025	\$350-\$750k Potentially
007	Add Alternate 7 - Add demountable partition at meeting room	Pending		\$50,000				1/31/2025	
Price Option Items									
001	Price Option - Move portion of CSU FFE cost from project budget to operating budget and increase FLODC	Accepted					(\$1,500,000)	10/31/2024	Increases FLODC by \$1.5mm
002	Price Option - Move portion CSU FFE cost from project budget to operating budget and increase FLODC	Rejected				(\$500,000)			
003	Reduce Estimate Contingency at end of SD to allow priority add alternates to be accepted	Accepted					(\$609,000)	10/31/2024	Need to discuss with HDS and FM (this would reduce est. cost from 4.5% to 3.5%)
004	Price Option - Reduce Sunshade from 3' Projection to 2' Projection	Pending	(\$63,450)					11/22/2024	Needs to be reviewed further by team prior to acceptance
005	Price Option - Reduce Roof Eyebrow and Soffit from 3' to 2'	Pending	(\$118,335)					11/22/2024	Needs to be reviewed further by team prior to acceptance
006	Price Option - Remove additional AED scope cost	Accepted					(\$30,000)		Scope overlap with overall budget
007	Price Option - Target Reduced Signage and Branding Scope	Accepted					(\$33,333)		Potential overlap of budgets (value represent 33% of amount carried)
008	Price Option - Target Reduced Glass Marker Board Scope	Accepted					(\$17,567)		Potential overlap of budgets (value represent 33% of amount carried)
009	Price Option - Target Reduced Site Furnishing Budget	Accepted					(\$59,165)		Potential overlap of budgets (value represent 33% of amount carried)
010	Aluminum bussing for switchboards and panel boards	Accepted					(\$100,000)		Previously accepted but awaiting subcontractor updates
011	Target 10% savings on light fixture package	Accepted					(\$150,000)		Previously accepted but awaiting subcontractor updates
012	Remove lightning protection	Accepted					(\$49,125)		Previously accepted but awaiting subcontractor updates
013	Add abuse resistant drywall to all residence rooms	Pending		\$236,027				01/31/2025	Base Scope includes abuse resistant drywall in all public spaces
014	Remove addition 2 elevator shafts from scope of work	Rejected				(\$72,100)		11/22/2024	
Potential Risk Items									
001	Potential overages in Abatement Contractor bids	Pending		TBD				10/31/2024	Bids will be leveled by 10/31
002	Potential Helical Pier Capacity Requiring Additional Piers	Pending		TBD				12/31/2024	Currently Carrying 68 Piers but more may be required depending on test pile
003	Potential need for atrium at knuckle stairs depending on final design solution	Pending		TBD				11/22/2024	Reviewing potential option and determining costs
004	Cost delta for JCI controls ILO Innotch	Pending		\$250,000				11/22/2024	Team to have mechanical subcontractors get bids from both at SD documents
005	Reduce contingencies to allow FFE back into project budget	Pending		TBD				3/31/2025	This could be a partial give back to the overall project budget
006	Relocation of Fiber at building for foundation work	Pending		TBD					
007	Relocation of gas line	Pending		TBD					

- *Input on factors such as cost, ease of installation, delivery schedule, quality, potential contracting, or construction issues.*

Advanced Quality and Cost-Efficiency Tools

ENHANCING PROJECT PRECISION AND PERFORMANCE

Thermal Imaging

Thermal imaging is a powerful tool on construction projects, allowing teams to detect temperature variations that reveal issues like insulation gaps in envelope as the project is being constructed. By identifying these problems early, thermal imaging helps improve energy efficiency, ensures building integrity, and reduces costly repairs, supporting a higher standard of quality and safety in construction.

Existing Conditions Surveys

AP's full enterprise drone services provide cut/fill analyses of sites, QA/QC documentation, safety audits, thermal envelope scans and more. When in construction, we are capable of continually updating built conditions through 3D scanning to provide more accurate as built as well as insure that the project is built as the documents dictate. Our 3D scans can be compared to 3D models to identify any deficiencies through measuring tolerances to pin-point accuracy, eliminating unknowns and reducing risk.

Virtual Mock Ups

Quality assurance for AP starts in preconstruction. As your partner we will provide not just constructability reviews but also coordinate construction details alongside the design team to ensure your building will perform at its best. The virtual mockup shown here was generated for an envelope sequencing study that was used to coordinate subcontractor scopes and identify potential conflicts at intersections that would otherwise not be discovered until in the field.

AP'S COMMITMENT TO TECHNOLOGY PROVIDES YOU WITH:



shorter
schedules



reduced cost



increased
quality

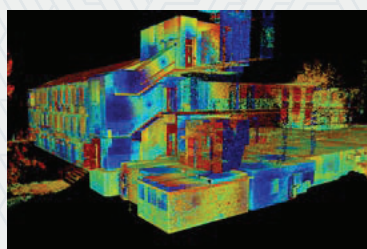


less waste



increased safety

OUR TOOLS FOR SUCCESS //



Thermal Imaging



Existing Conditions Surveys



Virtual Mockups

- Partnering.

Committed Partnership with the Town of Johnstown

It is our goal to serve the community hand in hand with the Town of Johnstown. Serving the community through our Johnstown office, we pride ourselves on building trust, communities and people.

We are fortunate to have employees who are passionate about supporting local charities and causes to better our communities. Our employees have been supporting and sponsoring events over the past several years such as the Johnstown BBQ Day, Weld RE-5J Education Foundation Golf Tournament, Johnstown Jingle, Roosevelt High School Athletics, and more.



- Suggested method of establishing a project contingency and who controls the use of the contingency and procedures for justifying use of contingency funds. Note: Town reserves the right to determine final methodology for contingency funds.

Effective Management and Use of Project Contingency Funds

Contingency funds are set aside to manage the unforeseen or incomplete conditions of the project. Approval to use these funds are typically agreed upon by the entire project team. These funds are managed as an allowance throughout the project. As the project progresses, AP continues to evaluate the level of risk associated with specific phases of the project. As the project milestones are completed, the level of risk is reduced. Therefore, we evaluate and recommend a reduction of the contingency allowance to identify savings and potentially reinvest these funds back into the project at the owner's discretion. This process continues throughout the lifecycle of construction with the expectation of returning any unallocated contingency funds to the owner at project completion.

ESTABLISHING A PROJECT CONTINGENCY



- *Comments and suggestions regarding the proposed Contract Documents. If desired, propose alternate Contract Documents. The Town will consider other standard CMAR Contract Documents in lieu of the sample Documents included in this RFP.*

Contract Documents Recommendations

The sample contract provided with Addendum 2 is a Professional Services Agreement which is typically between an owner and an architect, professional engineer, land surveyor, etc. They are not commonly used in an Owner/ Contractor CMAR arrangement. Typical provisions contained within a standard CMAR agreement are not included in the Professional Services Agreement, including but not limited to a changes clause, a differing site conditions clause, hazardous materials language, contractor’s right to additional time, mutual waiver of consequential damages, substantial completion/liquidated damages, and GMP/Cost of the Work.

We recommend using AP’s preferred edits to the AIA A133-2019, AIA A133-2019 Ex B (for insurance) and AIA A201- 2017 for this project.

- *Provide the percentage and scope of work that will be self-performed vs. those elements of work that will be subcontracted out.*

Self-Perform Capabilities

Receiving the best price for your project requires a competitive process for subcontractor procurement and bidding every trade and scope of work. We are your contractor first. By managing the entire project and its subcontractors instead of self-performing work, we can better manage your project’s schedule and budget. The percentage of self performed work is typically less that 10% of the total scope of work.



SELF-PERFORM CAPABILITIES

▶ Surveying, Horizontal & Vertical Control	▶ Public Safety	▶ Stormwater Management
▶ Temporary Partitions	▶ Vertical Concrete Work	▶ Drone Services and Laser Scan
▶ Select Demolition	▶ BIM Coordination	▶ Documentation
▶ Vertical Transportation	▶ Doors, Frames, & Hardware	▶ Major Floor Preparation
▶ Weather Protection	▶ Rough Carpentry/Finish Carpentry	▶ Quality Control
		▶ Horizontal Concrete

- *Describe availability, bandwidth, and resources available to complete the project.*

Available Resources

The proposed team will be dedicated to your project from start to finish. With their current projects wrapping up this fall and living just a few minutes from the project site, they are eager to serve you. Additionally, AP has approximately 125 team members who report to our Johnstown office, with many living in the northern Colorado area and ready to support the project as needed.

We also have strong relationships with local subcontractors who are well-equipped to handle this work and are located just minutes from the jobsite. These trusted partners are available and prepared to provide seamless support, ensuring the project stays on track with the highest quality standards.

COST PROPOSAL

BLOCK 32 UTILITIES ADMINISTRATION BUILDING | FORT COLLINS, CO

Prepare and submit a Cost Proposal for the Town's consideration reflecting the entire cost, scope of work, and quality intent of the project.

a. General Contractors shall provide the fees for the following services:

- i. Pre-Construction Fee
- ii. Percentage of Overhead & Profit
- iii. Monthly General Conditions Cost

Cost Proposal

		Proposal	
Project		Contractor Information	
Name	Development Services Building	Company	AP Mountain States, LLC
Client	Town of Johnstown	Name	Chris Cooper
Primary Contact	Jeremy Gleim, Planning & Development Director	Address	4660 Concord Avenue
Organization	Town of Johnstown	City, State ZIP	Johnstown, CO 80534
Address	430 S Parish Ave	Phone	303-326-5805
City, State ZIP	Johnstown, CO 80534	Email	ccooper@a-p.com
Email	jgleim@johnstownco.gov	Date	11/12/2024
Proposal For Town of Johnstown Development Services Building Project			
PRECONSTRUCTION SCOPE OF WORK			
- Provide milestone estimates at 100% DD and CD phases - Provide comprehensive schedule to include design and construction phases along with updates at milestones - Participate in design meetings during preconstruction phase to provide real time cost and constructability input - Provide constructability reviews to design team and owner at milestone drawing issuances - Provide interim cost updates with cost savings options as needed and track potential alternates - Provide GMP based on competitive bids from a minimum of 3 qualified subcontractors per trade			
PRECONSTRUCTION COST PROPOSAL			
- AP proposes the above scope of work (based on 3 month duration) for to be completed for the amount of			\$7,500
GENERAL CONDITIONS			
- Itemized cost for general conditions found on the following page and is shown as a cost per month			\$29,659
CM/GC CONSTRUCTION FEE			
- Proposed Construction fee			1.95%
Construction Cost Estimate			
- Per addendum #2 the cost estimate is not to be provided with this submission but is being developed to be presented if awarded the project			

General Conditions



Item	Description	Quantity	Unit	Total Unit	Total \$	Notes / Comments / Clarifications
00 - Procurement and Contracting Requirements						
00 72 00 - AIA 201 General Conditions						
001	Article 1 - General Provisions					Included
002	Article 2 - Owner					See Below
003	Permit, easements, assessments required for construction					By Owner
004	Surveys					By Owner
005	Contract Documents					By Owner
006	Article 3 - Contractor					See Below
007	Review existing conditions of the site					Included
008	Supervise and Direct work					See Below
008	Project Superintendent	1.00	mo	\$15,762.37	\$15,762	
009	Project Manager	1.00	mo	\$7,881.18	\$7,881	
010	Inspect portions of the work to determine subsequent work can proceed					Included
011	Costs associated with supervision:					Below
012	Jobsite office trailer	1.00	mo	\$1,150.00	\$1,150	
013	Temp electrical power for trailer					Direct Cost of Work
014	Telephone Lines	1.00	mo	\$110.00	\$110	
015	Cell Phones	1.00	mo	\$200.00	\$200	
016	Jobsite technology (for supervisory personnel)	1.00	mo	\$1,200.00	\$1,200	
017	Office Equipment	1.00	mo	\$450.00	\$450	
018	Office Supplies	1.00	mo	\$200.00	\$200	
019	Vehicles	1.00	mo	\$1,650.00	\$1,650	
020	Gas/Oil/Tires/Service	1.00	mo	\$450.00	\$450	
021	Jobsite Office Expenses (water, coffee, etc)	1.00	mo	\$200.00	\$200	
022	Subsistence for supervisory personnel					Not Included
023	3.4 - Labor and Materials					Direct Cost of Work
024	Labor					Direct Cost of Work
025	Materials					Direct Cost of Work
026	Equipment					Direct Cost of Work
027	Tools					Direct Cost of Work
028	Construction Equipment					Direct Cost of Work
029	Temporary Power for Shell Building					Direct Cost of Work
030	Sanitary Facilities	2.00	ea/mo	\$190.00	\$380	For job compound only
031	Temporary Hoists					By Subcontractor Trade / Division
032	Erosion Control Measures					Direct Cost of Work
033	Daily Clean					Direct Cost of Work
034	Final Clean					Direct Cost of Work
035	3.6 - Taxes					Not Included
036	3.7 - Permits, Fees					See Below
037	Building Permit					Not Included
038	3.8 - Allowances					Not Included
039	3.9 - Superintendent					Included above
040	3.10 - Construction and Submittal Schedules					Included
041	3.12 - Professional Design Services					Not Included
042	3.14 - Cutting and Patching					Direct Cost of Work
043	Article 4 - Architect					N/A
044	Article 5 - Subcontractors					N/A
045	Article 6 - Construction by Owner					N/A
046	Article 7 - Changes in the Work					N/A
047	Article 8 - Time					N/A
048	Article 9 - Payments and Completion					N/A
049	Article 10 - Protection of Persons and Property					See Below
050	Safety Precautions and Programs					See Below
051	Safety Equipment					Direct Cost of Work
052	Safety Manager					Direct Cost of Work
053	Safeguards for Safety and Protection					See Below
054	Project Signs					Direct Cost of Work
055	Temp Fencing					Direct Cost of Work
056	Barricades					Direct Cost of Work
057	10.4 Emergencies					See Below
058	Site specific Crisis Plan	1.00	mo	\$25.00	\$25	
059	Article 11 - Insurance and Bonds					See Proposal Sheet
060	Article 12 - Uncovering and Correction of Work					N/A
061	Article 13 - Miscellaneous Provisions					N/A
062	Tests and Inspections					By Owner
063	Article 14 - Termination or Suspension of the Contract					N/A
064	Article 15 - Claims and disputes					N/A
Total 00 72 00 - AIA 201 General Conditions					\$29,659 / month	

The term "By Owner" indicates that A&P expects this cost to be borne by the Owner

The words "By Sub" indicates that A&P intends to include this item in the subcontractor costs

The word "Excluded" indicates that A&P thinks this cost will be incurred, but is specifically excluding it for the total shown on this worksheet.

The letters "N/A" indicate that A&P does not believe this line item applies to this specific job and is therefore not included in this worksheet.

The word "Included" indicates the line item has been included A&P's Construction Phase Fee

The word "Allow" indicates the line item has been included in the cost of the work as an allowance subject to the definition defined in the Project Manual/Specifications.

The term "Direct Cost of Work" indicates costs that are dependent on tasks to be defined by the end scope of the project and will either be subcontracted or self performed in a competitive process

CERTIFICATE OF GOOD STANDING

PUBLIC SAFETY TRAINING CENTER (CAPSTC) | AURORA, CO

Include current Certificate of Good Standing with the State of Colorado.

OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ADOLFSON & PETERSON, INC.

is an entity formed or registered under the law of Minnesota, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871418774.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/12/2024 that have been posted, and by documents delivered to this office electronically through 11/12/2024 @ 10:30:33.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/12/2024 @ 10:30:33 in accordance with applicable law. This certificate is assigned Confirmation Number 16560117.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

PROJECT SCHEDULE

THORNTON FIRE STATION 7 | THORNTON, CO

Provide a proposed project schedule, to include coordination with the design team and construction of the Project.

Integrated Project Schedule

Our proposed project schedule is designed to ensure seamless coordination with the design team and efficient project execution from start to finish. We've developed a timeline that aligns design milestones with construction

phases, allowing for clear communication, proactive issue resolution, and timely decision-making. This schedule reflects AP's commitment to meeting key project dates and maintaining flexibility to adapt as needed, ensuring that all aspects of the project progress smoothly and efficiently.

This is the first page of the schedule; to view the full schedule, please click the link below.

Line	Name	Duration	APC	Start	Finish	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026
	Johnstown Development Services Building Project	305d		11/12/2024	1/30/2026																	
	Milestones	1d		11/12/2024	11/12/2024																	
	Preconstruction	160d		11/12/2024	4/14/2025																	
	Construction	208d		3/01/2025	12/23/2025																	
	Building Construction	188d		3/28/2025	12/23/2025																	
	Foundation & Substructure	60d		3/28/2025	6/20/2025																	
28	FS - BP - Stake Building Corners/Survey Foundations	1d		3/28/2025	3/28/2025																	
29	FS - BP - Set Grade/ Prep for Footers	5d		3/31/2025	4/4/2025																	
30	FS - BP - Dig for Foundation/ Footers	5d		4/7/2025	4/11/2025																	
31	FS - BP - Form Footers	4d		4/14/2025	4/17/2025																	
32	FS - BP - Tie Rebar	4d		4/18/2025	4/23/2025																	
33	FS - BP - Pour #1 & Strip Forms	1d		4/24/2025	4/24/2025																	
34	FS - BP - Form Foundation Wall	4d		4/25/2025	4/30/2025																	
35	FS - BP - Tie Rebar/Anchor Bolts/Sleeves	4d		5/1/2025	5/6/2025																	
36	FS - BP - Pour #2 & Strip Forms	1d		5/7/2025	5/7/2025																	
37	FS - BP - Damp Proofing/Rigid Insulation	2d		5/8/2025	5/9/2025																	
38	FS - BP - Backfill	2d		5/12/2025	5/13/2025																	
	MEP Underground	16d		5/14/2025	6/5/2025																	
39	MEP - UG - Underground Electrical	5d		5/14/2025	5/20/2025																	
40	MEP - UG - Electrical Inspection	1d		5/21/2025	5/21/2025																	
41	MEP - UG - Backfill	2d		5/22/2025	5/23/2025																	
42	MEP - UG - Underground Plumbing	5d		5/27/2025	6/2/2025																	
43	MEP - UG - Plumbing Inspection	1d		6/3/2025	6/3/2025																	
44	MEP - UG - Backfill	2d		6/4/2025	6/5/2025																	
	Building Slab Finish Floor	11d		6/6/2025	6/20/2025																	
45	Bldg - FF - Fine Grade	2d		6/6/2025	6/9/2025																	
46	Bldg - FF - Vapor Retarder/Tie Rebar/Reinforcement	4d		6/10/2025	6/13/2025																	
47	Bldg - FF - Set Forms	2d		6/16/2025	6/17/2025																	
48	Bldg - FF - Pour Slab & Strip Forms	3d		6/18/2025	6/20/2025																	

CLICK HERE TO SEE THE FULL PROPOSED PROJECT SCHEDULE



Johnstown Development Services Building Project
Town of Johnstown

Job #: 00-00

Data Date: 11/12/2024

Rev. date: 11/8/2024 10:08:37 PM

3. Print View

Filter: No Summary Tasks

PROJECT TEAM

CREDIT UNION OF COLORADO NEW HEADQUARTERS | DENVER, CO

General:

Provide a detailed response to the qualification requirements outlined above.

Please see a detailed response to the required qualifications on page 4.

Additionally, list current projects under construction including owner's name and contact information, contract price, percent complete, scheduled completion date and brief description of the work.

Project Name	Owners Name and Contact Information	Contract Price	Percent Complete	Scheduled Completion Date	Brief Description of the Work
Brand Integration-Lobby Branding	BAE Systems Brandon Dorrough (720) 304-5104	\$80,224	30%	11/22/2024	Industrial, Remodel/Renovation
Thornton Community Center Remodel	City of Thornton Jennifer Cahill PMP (303) 538-7330	\$31,251,816	92%	11/27/2024	Municipal, New Construction
Station 18 Kitchen Remodel	South Metro Fire Rescue Authority Kevin Milan (720) 989-2401	\$189,686	24%	12/16/2024	Municipal, Remodel/Renovation, Tenant Improvement
Northern Colorado Youth Shelter	Thompson School District R2-J John Rowell (970) 566-2366	\$3,296,566	49%	12/30/2024	K-12, Remodel/Renovation
Reimagining Montbello High School	Denver Public Schools Neisa Lynch, Renee Verspoor (720) 346-1097	\$151,546,120	93%	12/31/2024	K-12, New Construction, Remodel/Renovation
PSL LINAC Replacement	Health One Cares Adam George (720) 754-6384	\$1,177,770	45%	12/31/2024	Healthcare
Alternative Sentencing Facility and Central Plant	Boulder County Joe May (303) 579-7020	\$32,021,773	33%	1/31/2025	Correctional, Addition, New Construction
Roosevelt Middle School	Weld RE-5J School District Scott Nielsen (970) 587-6050	\$43,128,464	95%	2/13/2025	K-12, Remodel/Renovation, Site Work

Project Name	Owners Name and Contact Information	Contract Price	Percent Complete	Scheduled Completion Date	Brief Description of the Work
Boulder County Jail Intake Addition	Boulder County Joe May (303) 579-7020	\$19,241,670	42%	2/27/2025	Correctional, Addition, Remodel/ Renovation
Courthouse II Buildout	Arapahoe County Ken Morris (303) 795-4504	\$1,684,660	19%	2/28/2025	Correctional, Remodel/Renovation
Building Renovation for Arts and Media	University of Colorado Denver Rick Ritter (303) 817-8305	\$1,094,118	1%	3/10/2025	Higher Education, Remodel/Renovation
AHEC North Classroom Building Renovation	University of Colorado Denver Rick Ritter (303) 817-8305	\$3,048,537	3%	3/10/2025	Higher Education, Remodel/Renovation
Banner MMC MRI Replacement	Banner Health North Colorado Medical Center	\$1,431,338	22%	3/31/2025	Hospital, Remodel/ Renovation
Pueblo North Medical Office Building	Kaiser Permanente Deborah Chastain (303) 909-3916	\$13,306,760	14%	4/30/2025	Clinic/Medical Office Building, New Construction
Thunder Vista P-8 Utility Repairs	Adams 12 Five Star School District Eddie Coronado (303) 915-5709	\$847,577	44%	8/8/2025	K-12, Maintenance/ Repair Work
Shaw Heights HVAC Upgrade	Westminster Public Schools Don Ciancio 720-542-5135	\$8,250,000	31%	8/31/2025	K-12, HVAC, MEP Upgrades, Remodel/ Renovation
New Vista High School Replacement	Boulder Valley School District RE-2 Gene Temanson (720) 561-5951	\$41,150,801	47%	8/31/2025	K-12, New Construction
Medical/Mental Health Facility Expansion	Arapahoe County Ken Morris (303) 795-4504	\$40,052,629	34%	9/30/2025	Correctional, Addition
Hellems Renovation	University of Colorado Boulder Blake Guyer (303) 735-7238	\$68,270,028	39%	10/14/2025	Higher Education, Historical Renovation/ Preservation, Remodel/Renovation
SLFRF Hellems Renovation	University of Colorado Boulder Blake Guyer (303) 735-7238	\$11,217,160	69%	12/1/2025	Higher Education, Remodel/Renovation
CONFIDENTIAL PROJECT	CONFIDENTIAL CLIENT	\$3,489,238	45%	12/11/2025	Industrial

Project Name	Owners Name and Contact Information	Contract Price	Percent Complete	Scheduled Completion Date	Brief Description of the Work
CONFIDENTIAL PROJECT	CONFIDENTIAL CLIENT	\$120,188,695	58%	12/12/2025	Industrial, Remodel/ Renovation, Site Work, Tenant Improvement
College of Osteopathic Medicine	University of Northern Colorado Kevin Robinson (970) 351-1264	\$111,700,000	4%	7/1/2026	Higher Education, New Construction
Subsurface Frontiers Infrastructure	Colorado School of Mines Susan Miner (303) 384-2517	\$13,851,952	51%	8/1/2026	Higher Education, New Construction
Energy and Minerals Research Facility	Colorado School of Mines Susan Miner (303) 384-2517	\$199,985,472	14%	1/1/2027	Higher Education, New Construction

Staff

It is expected that the CMAR's key personnel assigned to the project will remain fixed throughout the design and construction phase of the project, unless mutually acceptable arrangements are made otherwise.

- Submit the following information regarding staff that will be dedicated to the project:
 - Job descriptions of key positions (i.e., project manager, project superintendent(s).
 - Onsite project manager
 - Project engineer
 - Cost estimator
 - Others as appropriate
- Names and experience and qualifications of individuals proposed to fill key positions.

A Team Committed to Your Project Success

Our project team brings extensive municipal experience, with each member having successfully completed a range of public and community-focused projects that align closely with your vision. Having collaborated on multiple projects, our team operates with a high degree of synergy, allowing us to leverage established processes and communication strategies that drive efficiency and quality.

Many of our team members are based just minutes from Johnstown, demonstrating not only a commitment to your project but also a connection to the community. This proximity means we are readily available to address project needs in real-time, reinforcing our hands-on approach and ensuring quick responses at every project stage. Our team's dedication to municipal excellence, backed by a local presence, uniquely positions us to deliver a project that meets and exceeds expectations.



ANTHONY DURST

CONSTRUCTION MANAGER

21 YEARS EXPERIENCE

EDUCATION

- ▶ B.S., Construction Management, South Dakota State University

EXPERIENCE RELEVANCY

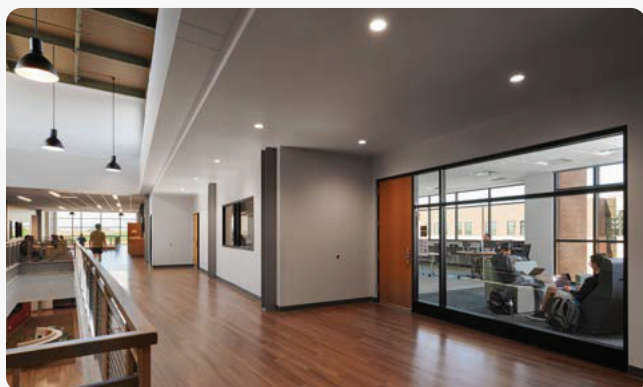
- ▶ Johnstown community member
- ▶ Johnstown projects
- ▶ Municipal construction expertise
- ▶ Office construction experience

CERTIFICATIONS

- ▶ OSHA 30 Hour Certification
- ▶ LEED Accredited Professional
- ▶ AIA Constructor Certification

RELEVANT EXPERIENCE

- ▶ Weld RE-5J Roosevelt High School
Johnstown, CO | \$107,425,265 | 230,000 | Remodel/Renovation
- ▶ Roosevelt Middle School
Johnstown, CO | \$42,300,000 | 119,253 sf | Remodel/Renovation
- ▶ Town of Johnstown - Johnstown Community Center
Johnstown, CO | \$28,848,238 | 70,000 sf | New Construction
- ▶ City of Fort Collins - Block 32 Utilities Administration Building
Fort Collins, CO | \$10,241,461 | 37,500 sf | Historical Renovation/Preservation, New Construction
- ▶ Adolfson & Peterson Construction - Johnstown Office
Johnstown, CO | \$5,023,978 | 5,000 sf | New Construction
- ▶ Weld RE-3J - Admin Building
Hudson, CO | \$4,675,658 | 8,202 sf | New Construction
- ▶ Pioneer Ridge Elementary Renovation
Johnstown, CO | \$3,101,859 | 55,336 sf | Remodel/Renovation
- ▶ City of Fort Collins - Shop Expansion
Fort Collins, CO | \$3,989,682 | 5,000 sf | Addition, HVAC



Weld RE-5J Roosevelt High School



City of Fort Collins - Block 32 Utilities Administration Building



ANDREW RODRIQUEZ

SUPERINTENDENT

18 YEARS EXPERIENCE

EXPERIENCE RELEVANCY

- ▶ Municipal construction expertise
- ▶ Office construction experience

CERTIFICATIONS

- ▶ Advanced Stormwater
- ▶ CPR, First Aid, AED
- ▶ OSHA 10
- ▶ OSHA 30
- ▶ Power Project

RELEVANT EXPERIENCE

- ▶ **City and County Broomfield - Broomfield Community Center Reconstruction**
Broomfield, CO | \$43,999,558 | 96,088 sf | New Construction, Remodel/Renovation
- ▶ **Arapahoe County - Medical/Mental Health Facility Expansion**
Centennial, CO | \$40,052,629 | 31,000 sf | Addition
- ▶ **Northern Water - Building A Addition & Renovation**
Berthoud, CO | \$34,365,619 | 89,000 sf | Tenant Improvement, Addition, New Construction, Remodel/Renovation
- ▶ **City and County of Denver - Carla Madison Recreation Center**
Denver, CO | \$33,779,725 | 69,070 sf | New Construction, Site Work
- ▶ **City of Aurora - Public Safety Training Center (CAPSTC)**
Aurora, CO | \$24,948,643 | 44,023 sf | New Construction
- ▶ **Northern Water - Berthoud Campus Expansion Project - Phase 1**
Berthoud, CO | \$24,569,356 | 50,425 sf | New Construction
- ▶ **City of Englewood - Englewood Police Headquarters**
Englewood, CO | \$23,012,624 | 52,000 sf | New Construction



City of Englewood - Englewood Police Headquarters



Northern Water - Building A Addition & Renovation



CHRIS COOPER

SENIOR PRECONSTRUCTION MANAGER

27 YEARS EXPERIENCE

EDUCATION

B.S., Architectural Studies,
Southern Illinois University

EXPERIENCE RELEVANCY

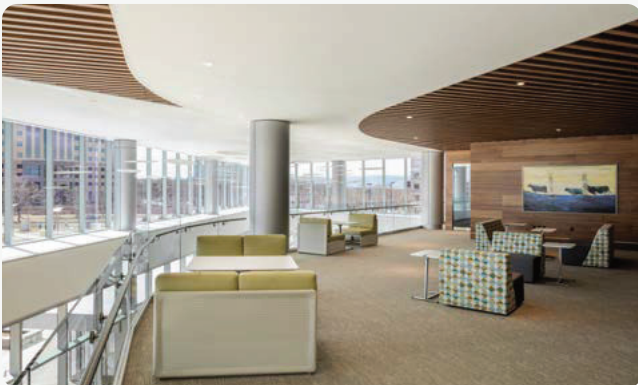
- ▶ Experience with D2C
- ▶ Johnstown projects
- ▶ Municipal construction expertise
- ▶ Office construction experience

CERTIFICATIONS

- ▶ AGC Executive Leadership Academy Graduate
- ▶ Leadership Fort Collins Class of 2022
- ▶ OSHA 10 Hour
- ▶ Silica Awareness Training

RELEVANT EXPERIENCE

- ▶ **Shea Properties - CoBank Center Village Center Station III**
Greenwood Village, CO | \$75,602,414 | 296,000 sf | Tenant Improvement, New Construction, Site Work
- ▶ **Shea Properties - Charter Communications Village Center Station II**
Greenwood Village, CO | \$62,194,152 | 328,000 sf | New Construction, Site Work
- ▶ **Arapahoe County - Medical/Mental Health Facility Expansion**
Centennial, CO | \$40,052,629 | 31,000 sf | Addition
- ▶ **Northern Water - Building A Addition & Renovation**
Berthoud, CO | \$34,365,619 | 89,000 sf | Tenant Improvement, Addition, New Construction, Remodel/Renovation
- ▶ **Town of Johnstown - Johnstown Community Center**
Johnstown, CO | \$28,848,238 | 70,000 sf | New Construction
- ▶ **City of Aurora - Public Safety Training Center (CAPSTC)**
Aurora, CO | \$24,948,643 | 44,023 sf | New Construction
- ▶ **Northern Water - Berthoud Campus Expansion Project - Phase 1**
Berthoud, CO | \$24,569,356 | 50,425 sf | New Construction



Shea Properties - CoBank Center Village Center Station III



Town of Johnstown - Johnstown Community Center



REBECCA DURST

PROJECT MANAGER

12 YEARS EXPERIENCE

EDUCATION

- ▶ B.S., Construction Management, Colorado State University

EXPERIENCE RELEVANCY

- ▶ Johnstown community member
- ▶ Johnstown projects
- ▶ Municipal construction expertise
- ▶ Office construction experience

CERTIFICATIONS

- ▶ OSHA 10 Hour Certification
- ▶ OSHA 30 Hour Certification

RELEVANT EXPERIENCE

- ▶ Poudre School District - Timnath Middle-High School
Fort Collins, CO | \$135,103,985 | 252,000 sf | New Construction
- ▶ Westminster Public Schools - Westminster High School
Westminster, CO | \$76,182,985 | 369,000 sf | New Construction
- ▶ Brush School District Re 2J - Brush Middle/High School Addition and Renovation
Brush, CO | \$51,382,446 | 170,000 sf | MEP Upgrades, Addition, HVAC, New Construction, Remodel/Renovation, Site Work
- ▶ Northern Water - Building A Addition & Renovation
Berthoud, CO | \$34,365,619 | 89,000 sf | Tenant Improvement, Addition, New Construction, Remodel/Renovation
- ▶ City and County of Denver - Carla Madison Recreation Center
Denver, CO | \$33,779,725 | 69,070 sf | New Construction, Site Work
- ▶ Town of Johnstown - Johnstown Community Center
Johnstown, CO | \$28,848,238 | 70,000 sf | New Construction
- ▶ United Properties - Inova Dry Creek Office Building 1
Centennial, CO | \$27,765,753 | 225,000 sf | HVAC, New Construction, Site Work



United Properties - Inova Dry Creek Office Building 1



Brush Middle/High School Addition and Renovation



PRISCILLA DODDS

PROJECT ENGINEER

8 YEARS EXPERIENCE

EDUCATION

- ▶ A.S., Web Design, Front Range Community College

EXPERIENCE RELEVANCY

- ▶ Johnstown community member
- ▶ Johnstown projects
- ▶ Municipal construction expertise
- ▶ Office construction experience

RELEVANT EXPERIENCE

- ▶ Denver Public Schools - Reimagining Montbello High School
Denver, CO | \$152,701,146 | 277,694 sf | New Construction, Remodel/ Renovation
- ▶ Poudre School District - Timnath Middle-High School
Fort Collins, CO | \$135,103,985 | 252,000 sf | New Construction
- ▶ City of Englewood - Englewood Police Headquarters
Englewood, CO | \$23,012,624 | 52,000 sf | New Construction
- ▶ Fort Lupton Recreation Department - Recreation Center Expansion
Fort Lupton, CO | \$11,051,855 | 25,585 sf | Addition, Remodel/ Renovation
- ▶ Park County Government - Combined Office Space II
Fairplay, CO | \$8,482,929 | 23,000 sf | New Construction
- ▶ Boulder County - Jail Administration Addition
Boulder, CO | \$6,320,359 | 14,179 sf | Addition
- ▶ United Properties - Inova Tenant Improvements
Centennial, CO | \$2,765,977 | 33,165 sf | Tenant Improvement
- ▶ City of Fort Lupton - Fort Lupton Splashpad
Fort Lupton, CO | \$1,646,232 | 28,400 sf | New Construction



Boulder County - Jail Administration Addition



Park County Government - Combined Office Space II

SAFETY

NORTHERN WATER BERTHOUD CAMPUS EXPANSION PHASE 1 | BERTHOUD, CO

Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years.



WORKMAN'S COMPENSATION SAFETY RECORD (EMR):

2024	2023	2022
0.63	0.92	0.89

OSHA REPORTABLE ACCIDENT RATE

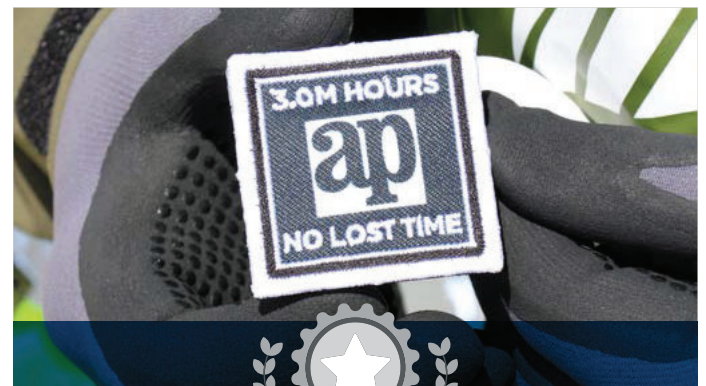
2023	2022	2021
1.8	1.41	2.42

Address your company's safety program and any additional information that would be useful in showing your approach to a safe work site.

A Culture Rooted In Safety

Safety is a cornerstone of our culture, and our unwavering commitment drives us to a safe work environment. AP embraces an Incident and Injury Free (IIF) safety culture where individual and collective responsibility creates an environment where incidents and injuries are not tolerated.

This doesn't just extend to our AP employees, though. It's a holistic mindset—safety is our number one thought when planning the logistics of building on an active college campus by minimizing our construction footprint, providing clear wayfinding and detours, and continually communicating with campus officials. **Lead by Andrew Rodriguez, our team has coordinated with staff members working around the project, keeping everyone safe throughout its duration.**



**3,900,000 HOURS WITHOUT A
LOST-TIME INCIDENT!**

This month, AP Mountain States celebrated a huge safety milestone, 3.9 million hours without a lost-time incident!

Comprehensive Safety Program

TRAINING, ORIENTATION, AND SITE-SPECIFIC PROTOCOLS FOR A SAFE WORK ENVIRONMENT

AP's mission is attracting and retaining top talent. Encouraging and providing educational opportunities for our employees is vital for our success. AP Project Management Teams complete a variety of safety training meeting both external regulatory requirements and internal best practices. All project Superintendents and Foreman receive training as competent persons in areas specific to the work AP executes.

AP's orientation process is tailored to meet the unique requirements that many of our job sites demand. All individuals entering into an AP project site, whether it be field personnel performing work or a temporary visitor to the site require a site-specific orientation communicating the specific hazards and safety expectations of the site. Upon completion individuals receive a numbered sticker signifying they have reviewed and understand the expectations of the site.

Safety training offered by AP includes:

- ▶ Incident & Injury Free (IIF)
- ▶ Crisis Management
- ▶ Forklifts – operators
- ▶ Riggers
- ▶ Signalpersons
- ▶ Powder Actuated Tools
- ▶ Fall Protection
- ▶ Heavy Equipment
- ▶ Aerial lifts – including boom lifts and scissor lifts
- ▶ Respirators
- ▶ Silica – awareness and competent person
- ▶ Scaffold Erection
- ▶ Scaffold Use
- ▶ Crane Operations – operators
- ▶ Confined Space Entry
- ▶ Ladder Use
- ▶ Lasers
- ▶ Lockout/Tagout
- ▶ Excavation & Trenching
- ▶ Electrical Safety
- ▶ Flagging for traffic control
- ▶ First aid/CPR
- ▶ OSHA 30 hour Construction Safety Outreach
- ▶ Stormwater Management
- ▶ Additional training as required per jobsite conditions – asbestos, lead, etc.



SUBCONTRACTORS

ENGLEWOOD POLICE HEADQUARTERS | ENGLEWOOD, CO

List subcontractors that you have working relationships with that might be used on this project.

Local Partnerships

EXPERIENCED SUBCONTRACTORS COMMITTED TO SUPPORTING THE JOHNSTOWN COMMUNITY

As a community builder, we understand the importance of using hometown resources and we have a plan for reinvesting your taxpayer's money locally. If managed well, this project has the potential to benefit the Johnstown economy by supporting your community's workforce and businesses.

GROUP BY	COMPANY NAME	CITY
01 71 23.16 - Construction Surveying	Civil Arts, Inc.	Longmont
	Coffey Engineering & Surveying, LLC	Bosler
	King Surveyors	Windsor
	Lamp Ryneerson	Ft. Collins
	Majestic Surveying, LLC	Windsor
	Northern Engineering	Fort Collins
	Terrain Land Surveying LLC	Berthoud
03 11 00 - Concrete Forming	A Concrete, Inc.	Johnstown
	Coloscapes Concrete	Loveland
	Hoff Construction	Loveland
	Panel Masters Inc	Lafayette
	Three Brothers Concrete, Inc.	Thornton
	Total Concrete Services Inc TCS	Longmont
03 11 15 - Concrete Building Slabs	A Concrete, Inc.	Johnstown
	All Phase Concrete Construction	Englewood
	Coloscapes Concrete	Loveland
	Hoff Construction	Loveland
	Marrou Concrete, Inc.	Fort Collins
	Piersons Concrete Construction	Ft. Collins
	Three Brothers Concrete, Inc.	Thornton
	Top Gun Concrete Inc	LIVERMORE
	Total Concrete Services Inc TCS	Longmont
04 20 01 - Masonry Contractors	Big Horn Masonry Inc.	Ft. Collins
	Builders Stone & Masonry Inc- BSM	Denver

GROUP BY	COMPANY NAME	CITY
	C. Morgen Masonry Inc	Brighton
	Dels Masonry, Inc.	Longmont
	Division IV, Inc.	Johnstown
	Don's Masonry	Loveland
05 12 00 - Structural Steel Framing	Front Range Steel	Wellington
	High Plains Steel Services LLC	Windsor
	Metal Solutions Inc.	Ault
	Redd Iron Inc.	Brighton
	St Thomas Steel Inc	Arvada
	Steel Fabricators	Fort Collins
06 20 00 - Finish Carpentry	Boulder Mills Inc	Longmont
	Concepts in Millwork Inc	Colorado Springs
	Front Range Cabinets	Denver
	ISEC Inc.	Greenwood Village
	JK Concepts Inc	Denver
	LA Woodworks, Inc.	Windsor
	Wood Technology	Louisville
07 10 00 - Dampproofing and Waterproofing	Absolute Caulking & Waterproofing	Wheat Ridge
	Barrier Compliance Services	Denver
	Black Roofing & Waterproofing	Boulder
	Division 7 Insulation	Golden
	Division 7 Construction	Denver
	MTN Inc	Englewood
	Rsi Inc. / Restoration Specialists, Inc.	Broomfield
	Summit Sealants/Insulation	Englewood
07 40 00 - Metal Roofing	Academy Roofing Inc	Aurora
	B&M Roofing of CO, Inc.	Frederick
	Black Roofing & Waterproofing	Boulder
	Flynn BEC, LP	Commerce City
	Front Range Roofing Systems, LLC	Greeley
	Roof Check Inc	Longmont
07 50 00 - Membrane Roofing	Academy Roofing Inc	Aurora
	B&M Roofing of CO, Inc.	Frederick
	Black Roofing & Waterproofing	Boulder
	Flynn BEC, LP	Commerce City
	Front Range Roofing Systems, LLC	Greeley
	Roof Check Inc	Longmont
07 92 00 - Joint Sealants	Absolute Caulking & Waterproofing	Wheat Ridge
	Barrier Compliance Services	Denver
	Division 7 Construction	Denver
	Rsi Inc. / Restoration Specialists, Inc.	Broomfield
	Summit Sealants/Insulation	Englewood
08 10 00 - Doors, Frames & Hardware	Brothers Door Supply	Berthoud

GROUP BY	COMPANY NAME	CITY
	Colorado Doorways Inc	Denver
	La Force	Fort Collins
08 41 00 - Entrances and Storefronts	B&W Glass, Inc.	Cheyenne
	Commercial Glass	Loveland
	EAP Glass, Inc.	Littleton
	Glass Doctor	Greely
	Ken Caryl Glass Inc	Littleton
	LW Facades, Inc.	Commerce City
	PCI Metro (PCG)	Denver
09 20 00 - Metal Stud and Drywall-Complete Building	Delta Dry Wall, Inc.	Denver
	Diversified Builders Inc	Wheat Ridge
	Drywall Services Inc. (DSI)	Lakewood
	Holsinger Drywall Inc	Fort Collins
	Phase 2 Company	Fort Collins
09 51 00 - Acoustical Ceilings	Drywall Services Inc. (DSI)	Lakewood
	Heartland Acoustics & Interiors	Englewood
	High Plains Acoustics	Elizabeth
	Innovative Interiors & Construction	Denver
	Phase 2 Company	Fort Collins
	SRB Acoustics	Englewood
09 60 00 - Flooring	Decor II Inc	Greeley
	ELEMENTS	Denver
	Floorz Llp	Denver
	Front Range Commercial Flooring LLC	Loveland
	Gary Leimer, Inc.	Denver
	Masters Flooring LLC	Windsor
	Next Generation Surfaces	Englewood
	Spectra Contract Flooring	Denver
09 90 00 - Painting and Coating	Drywall Services Inc. (DSI)	Lakewood
	Maximum Painting	Fort Collins
	Molecular Coatings, Inc.	Loveland
	Phase 2 Company	Fort Collins
	Southwest Company	Parker
21 00 01 - Fire Suppression Contractors	Front Range Fire Protection	Loveland
	Frontier Fire Protection LLC (FFP)	Denver
	Rapid Fire Protection Inc	Timnath
	Total Fire Protection West	Berthoud
	Western States Fire Protection - Fort Collins	Fort Collins
23 00 01 - Complete Mechanical Contractors	Air Comfort, Inc.	Fort Collins
	Central Mechanical, Inc	Erie
	Horizon Mechanical Solutions	Fort Collins
	Innovative Mechanical & Design	Fort Collins
	Kuck Mechanical Contractors, LLC	Loveland
	MTech Mechanical Technologies Group	Westminster

GROUP BY	COMPANY NAME	CITY
	Neuworks Mechanical, Inc.	Fort Collins
	Parker Sheet Metal, Inc.	Longmont
	Poudre Valley Air	Fort Collins
	Strait Mechanical	Evans
	US Engineering Construction LLC	Westminster
	Wray Plumbing & Heating Company	Fort Collins
26 00 01 - Electrical Contractors	Benchmark Electrical Solutions	Windsor
	Bret's Electric LLC	Frederick
	Duro Electric Company	Englewood
	Encore Electric	Lakewood
	Gregory Electric Inc.	Loveland
	Merit Electric Inc.	Fort Collins
	Wayne's Electric Co.	Fort Lupton
	Weifield Group Contracting, LLC	Centennial
31 20 00 - Earth Moving & Utilities	Connell Resources, Inc	Fort Collins
	Dobbs Excavating Inc.	Bellvue
	Dunrite Excavation Inc	Berthoud
	E-Z Excavating	Frederick
	Hoff Construction	Loveland
	JD Enterprises	Windsor
	Martin and Sons Excavating	Windsor
32 12 00 - Flexible Paving	Colorado Asphalt Services, Inc CASI	Commerce City
	Connell Resources, Inc	Fort Collins
	Don Kehn Construction	Fort Collins
	Martin Marietta Materials	Lakewood
32 90 00 - Landscaping	Alpine Gardens	Ft. Collins
	Bath, Inc	Fort Collins
	Belmire Sprinkler Landscaping Inc	Loveland
	BrightView Landscape Development	Parker
	Environmental Landworks Company Inc	Golden
	Mill Brothers Landscape Group	Fort Collins

CONSTRUCTION SEQUENCING AND SCHEDULING

BOULDER COUNTY ADMIN SERVICES DEPARTMENT - ST. VRAIN COMMUNITY HUB | LONGMONT, CO

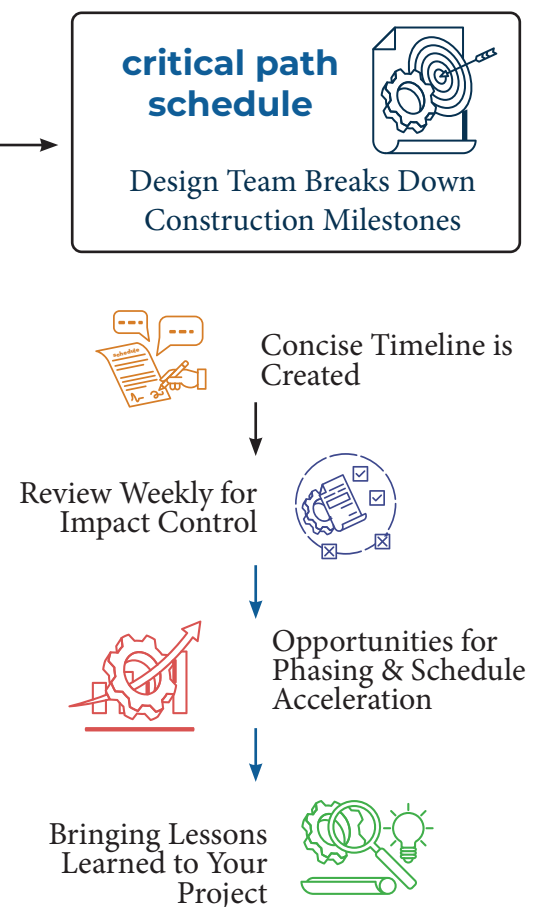
Describe the way in which your firm develops and maintains project schedules for projects of this size and nature.

Dynamic Scheduling Approach

Developing and maintaining an effective schedule relies on meticulous construction sequencing of critical components such as site access, limited lay-down space, and security requirements. AP develops our schedules from an initial pull-planning schedule with design team and ownership. From that, we are able to develop a comprehensive master Critical Path Method (CPM) schedule by fully understanding the project schedule goals and desired completion date. The master schedule will offer a concise, easy-to-read map of the timeline and budget with an ultimate focus on reaching critical milestones. We provide weekly updates at the OAC meeting to show the owner milestones and important owner deadlines.

By developing the master schedule early, and with team input, we can recognize opportunities for phasing and schedule acceleration, which in the end will save you money. This schedule will reflect the understanding of project variables and resources to establish realistic objectives. We then focus every resource to support optimal performance and construction quality by implementing just in time deliveries and coordination of long lead items to make sure we don't have down time in the construction process or multiple times handling the same piece of equipment/product. We calculate the logistics related to material availability and delivery options with an objective to ensure the right people, products and equipment are on site and ready when needed.

To make sure critical milestones are achieved in the right sequence, we can develop a detailed Work Breakdown Structure (WBS) to understand all the working pieces that make up the schedule. Our thorough, collaborative process reduces expenses and makes the best use of project resources by identifying opportunities for construction phasing and schedule acceleration.



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

This is an example of a short-term project schedule from the Larimer County Community Corrections Improvements project. Updated daily and distributed weekly, this schedule reflects AP's commitment to maintaining real-time accuracy and consistent communication. By providing regular updates, we ensure all stakeholders are informed of progress, upcoming tasks, and any necessary adjustments, fostering a transparent and efficient construction process.

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QUALITY ASSURANCE/ QUALITY CONTROL

CHARTER COMMUNICATIONS TENANT IMPROVEMENT | GREENWOOD VILLAGE, CO

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

AP's Quality Management Program (QMP)

Our QMP ensures that projects are built right the first time – from preconstruction through the delivery of the final project. The successful execution of the QMP is the result of commitments and participation by every project participant – AP, project owners, subcontractors,

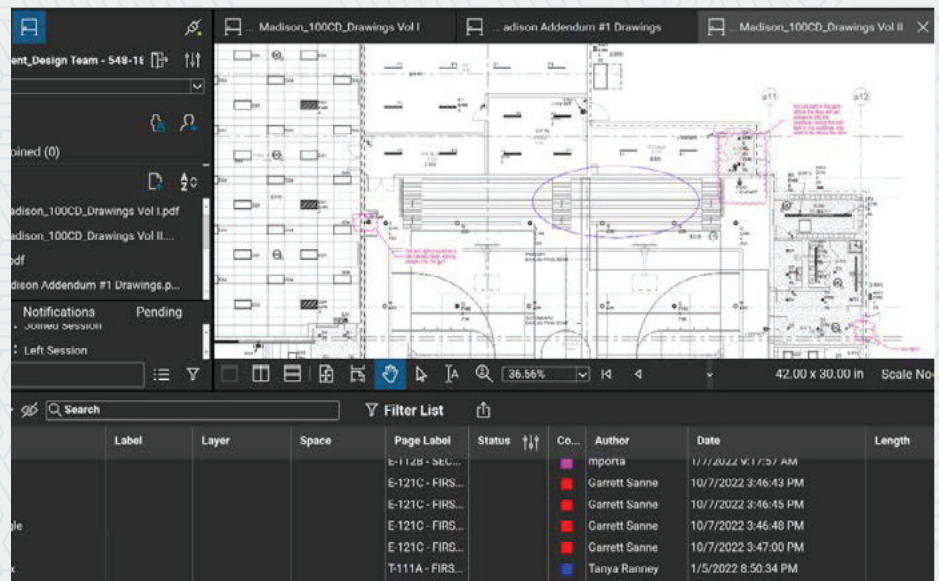
suppliers, designers, representatives and consultants. The QMP details AP's quality assurance and quality control policies, standards, procedures and supporting documentation and tools.

The purpose of the QMP is threefold:

1. To ensure projects meet the highest quality standards
2. To ensure that we deliver best-in-class services
3. To provide direction and guidance to AP employees and subcontractors about our quality policies, standards and procedures, to ensure that they have the knowledge and tools to accomplish AP's quality goals

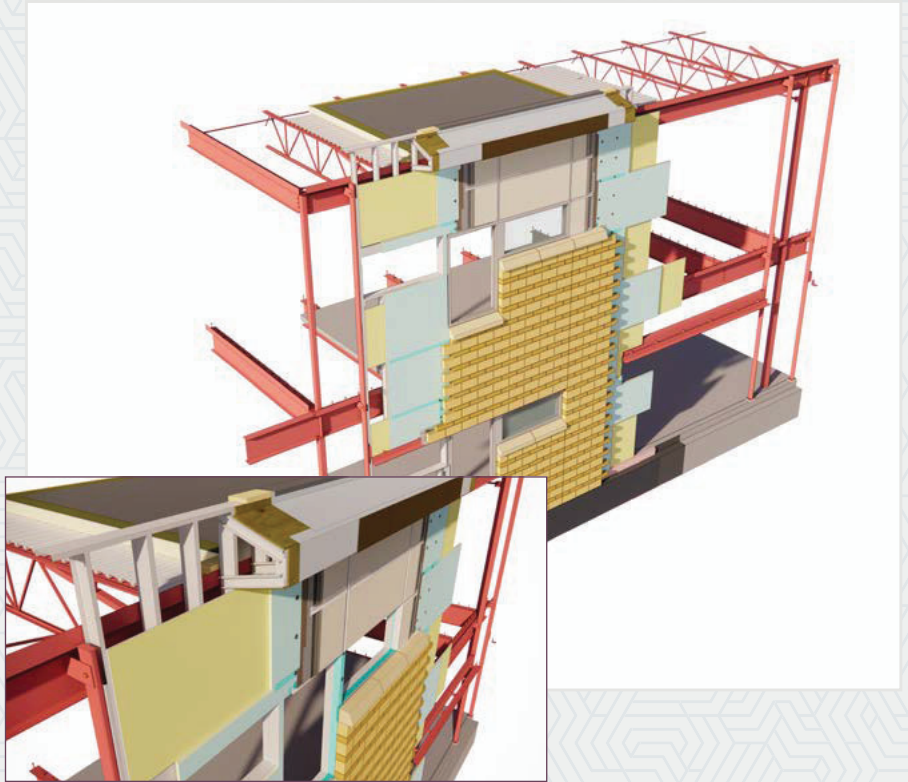
CONSTRUCTABILITY REVIEW //

To the right is an example of our constructability review process that will occur on your project. In a collaborative bluebeam session, all team members can provide input and comments in one location to allow a comprehensive evaluation of design drawings and provide direction to the design team in a timely manner to prevent potential redesign or conflicts in the field.



QUALITY TOOLS //

Quality assurance for AP starts in preconstruction. As your partner we will provide not just constructability reviews but also coordinate construction details alongside the design team to ensure your building will perform at its best. The virtual mockup shown here was generated for an envelope sequencing study that was used to coordinate subcontractor scopes and identify potential conflicts at intersections that would otherwise not be discovered until in the field.



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

Exceeding Quality Standards

AWARD-WINNING PROJECTS AND INDUSTRY RECOGNITION IN COLORADO

In the past 10 years, AP has won 45 project awards in the state of Colorado. Below are relevant recent examples of quality awards.

AWARD WINNING PROJECTS



ENGLEWOOD POLICE HEADQUARTERS
Best Government / Public Build 2020 - ENR Mountain States
ACE Silver Award - Associated General Contractors
Award of Distinction - AIA Colorado



CITY OF AURORA PUBLIC SAFETY & POLICE
 TRAINING CENTER
Best Government / Public Build 2016 - ENR Mountain States
Excellence in Construction 1st Place - ABC Rocky Mountain
 Chapter
Excellence in Construction 2nd Place - ABC National

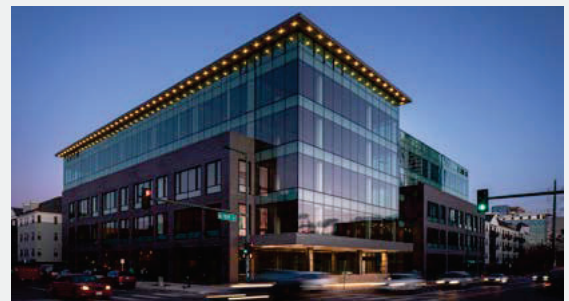


WELD RE-5J SCHOOL DISTRICT ROOSEVELT HIGH SCHOOL
2024 Award of Merit - ENR Mountain States

AP has won
**45 PROJECT
 AWARDS**



in the past 10 years



PLATTE FIFTEEN
Annual Mayor Design Awards - City and County of Denver



NORTHERN WATER WEST SLOPE CAMPUS
2023 Award of Merit - ENR Mountain States



CITY OF THORNTON THORNTON FIRE STATION 7
2023 Award of Merit - ENR Mountain States

REFERENCES

INNOVEST PORTFOLIO SOLUTIONS INNOVEST OFFICE | DENVER, CO

Provide three (3) client references (project name, contact person, and phone number) for projects that are similar in size and scope, and best demonstrates the firm's ability to complete the proposed project successfully.



BLOCK 32 UTILITIES ADMINISTRATION BUILDING

Brian Hergott | Facilities Project Manager
City of Fort Collins | 970.221.6805



LARIMER COUNTY ALTERNATIVE SENTENCING & COMMUNITY CORRECTIONS IMPROVEMENTS

David Bragg | Project Manager
Larimer County | 970.498.5918



BERTHOUD CAMPUS EXPANSION PROJECT

Amy Cook | Project Manager
Northern Water | 970.622.2261





450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

DECEMBER 2024 Building Permit Statistics

Single Family Residential

Current Month: 55 Issued ytd: 526

Commercial

*New Building Issued ytd 21

Duplex	3-plex	4-plex	5-plex	6-plex	7-plex	Apartment Bldgs
41	4	2	15	0	0	17

Other Residential

(basements/alterations/additions)

Issued ytd 1902

Other Commercial

* (tenant finish/alterations/additions)

Issued ytd 98

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	\$406,876,137.38	\$46,855,989.90
Building permit fees	\$1,548,386.37	\$719,591.75
F&F or F&F Credit	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$0	\$0
Water & Sewer Reimbursement	\$0	\$0
Raw Water Development Fee	\$3,327,597.00	\$611,580.00
Water Meter	\$270,635.00	\$64,355.00
Water Tap	\$3,629,443.00	\$935,865.00
Sewer Tap	\$4,701,596.00	\$1,204,993.00
Regional Sewer Development fees	\$3,180,500.00	\$28,500.00
Sewer Inspection Fee	\$52,500.00	\$9,000.00
Park	\$262,000.00	\$65,500.00
Use Tax	\$3,590,358.61	\$1,110,481.26
Larimer Use Tax	\$181,065.60	\$138,828.01
Open Space Impact Fee	\$692,804.00	\$148,176.00
Library Impact Fee	\$666,255.00	\$142,506.00
Public Facilities Impact Fee	\$921,931.00	\$217,558.62
Police Facilities Impact Fee	\$419,704.00	\$105,792.73
Transportation Facilities Impact Fee	\$1,608,376.00	\$466,482.94
402 Interchange Fee	\$65,656	\$55,314.00
West Water	\$166,840	\$0
High Plains Blvd Reimbursement Fee	\$71,415.00	\$0
Reinspection Fee	\$11,200.00	\$500.00
TOTAL FEES (YTD)	\$25,368,262.58	\$6,025,024.31

The Community that Cares

Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 3-plex, 4-plex, 5-plex, 6-plex, 7-plex*						
Year	Issued	Month avg		Year	Issued	Month avg
1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	184	15.33
1996	145	12.00		2022	446	37.16
1997	143	11.92		2023*	411	34.25
1998	175	14.58		2024	526	43.84
1999	145	12.08				
2000	134	11.92				
2001	152	12.67				
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

*Starting in 2023, number represents total number of units constructed including all single-family type structures. This number does not include apartments. Prior to 2023, the number represents single-family units only.

The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order at 6:40 pm. Chad Young, Debi Sauer, Jenna Hall, Sheryl Ballard and Director Kristi Plumb were in attendance.

The October minutes were approved. The October financial report was reviewed, and approved as follows:

October beginning balance	\$ 188,420.70	Petty Cash beginning balance	\$ 2,205.01
Inflow	203,723.06		-0-
Outflow	274,374.74		100.00
Ending balance	\$ 117,769.02		\$ 2,105.01

CO Trust: \$ 10,493,032.91

Director's Report: Artist-in-Residence: Stephanie Watson-Lewis displays her German Nutcrackers.

Collections: 229.5 pounds to Milliken Food Pantry. 21 flags to VFW.

Building: The Library of Things room will be refreshed with new shelves and a storage cabinet by Tharp Cabinets. They will also be constructing a Business Center around the Xerox. Glass display case exploded-Kristi will research repair cost. Kristi will also will instigate Staff parking lot stripes and shed roof repairs.

Milliken: Kristi submitted a proposal for the Children's area to the HPLD Foundation and was awarded \$5000!

*The Foundation manager-Niamh Mercer- will be helping Kristi cultivate ideas for the Weld Trust application.

*Studiotope and Barker Rinker Seacat –architect firms, invited by Wember-presented their proposals for the Milliken Expansion during interviews on November 14th. The interview team, consisting of Dan Spykstra and Brooke Kardos-Wember, Tyler Kaul-Fransen Pittman, Chad Young and Debi Sauer-Trustees and Kristi Plumb-Director, awarded Studiotope the project.

*Attorney Stacey Shea submitted a Letter of Interest to Weld RE-5J spelling out a lease agreement and will be speaking with the School District's Counsel.

*We have a commitment from Johnstown Town Manager Matt LeCerf to support and facilitate purchase of Yellow House property. Various tactics were discussed to gently begin showing interest in the property.

Staffing: Delka Babiuch has been added to the Executive Team as Events Coordinator. Gabe Thexton will move to full time to facilitate expanding Makerspace hours and Milliken expansion. Kylee Body is leaving the state at January end.

Business: Debi presented 2024 bonus and 2025 salary recommendations for Staff. Jenna motioned and Debi seconded to approve all recommendations. Trustee Corina Strickland resigned as of November 18, 2024. Heather Farquhar submitted her letter of interest on November 19, 2024. Motion made by Chad and seconded by Sheryl to welcome Heather back. Motion carried! Discussion regarding Board Meeting times resulted in a motion by Chad and seconded by Debi to move starting time to 6:30pm. Motion carried.

2024 Accomplishments: New Website-launched around Labor Day! **Purple Cabinets** installed in Children's Area! **Strategic Plan**-involved process yielded a five year plan that is now accessible on website! **New Adventure Passes** for patrons-bringing the total to 40! **New Parking Lot** completed in August! **SRP had 1676 registrants!**

Meeting was adjourned at 8:30 pm. Next meeting will be January 21, 2025 at 6:30 pm.

October statistics: Johnstown: door count—9261	circulation—8788
Milliken: door count—471	circulation—588

Respectfully submitted, Sheryl Ballard - Secretary

JONES MEMORIAL LIBRARY CASH FLOW REPORT - NOV 2024			Y-T-D	2024 BUDGET		Notes
BEGINNING CHECKING BALANCE		\$ 117,769.02	\$ -	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ -	\$ 2,050.00	\$ 3,500.00		Item #10.
	Interest	\$ 230.96	\$ 452,090.55	\$ 500,000.00		
	Misc Income	\$ 17.99	\$ 2,127.90	\$ 10,000.00		
	<i>Investments</i>	\$ -	\$ 200,000.00	\$ -		
	Town of Johnstown	\$ 202,662.06	\$ 2,354,093.67	\$ 2,431,945.00		\$127,324 impact fees
	High Plains Library District	\$ -	\$ 1,282,322.83	\$ 1,292,842.00		
INFLOWS TOTAL		\$ 202,911.01	\$ 4,292,684.95	\$ -		
TOTAL AVAILABLE FUNDS		\$ 320,680.03		\$ 4,258,287.00		
OUTFLOWS	Advertising/Website	\$ 2,350.00	\$ 45,950.24	\$ 22,000.00		
	Books -390	\$ 5,077.11	\$ 37,372.19	\$ 60,000.00	2397	
	DVD/Audio -13	\$ 381.12	\$ 8,859.66	\$ 15,000.00	335	
	Library of Things	\$ 16.80	\$ 2,447.61	\$ 15,000.00		
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		
	Computer Expenses	\$ -	\$ 1,118.56	\$ 5,000.00		
	Equipment & Furniture	\$ 15,477.13	\$ 17,146.93	\$ 40,000.00		
	MakerSpace	\$ -	\$ 2,668.29	\$ 20,000.00		
	Gifts Given	\$ 332.99	\$ 1,666.48	\$ 2,500.00		
	<i>Investments</i>	\$ -	\$ 2,650,000.00	\$ 2,096,787.00		
	Legal Fees/Consulting Fees	\$ 1,442.31	\$ 1,442.31	\$ 10,000.00		
	Maintenance/Building Exp.	\$ 9,842.76	\$ 188,793.06	\$ 75,000.00		\$95,269.13 pKg lot
	Memberships/Licenses	\$ -	\$ 324.00	\$ 2,500.00		
	Milliken Location	\$ -	\$ 6,673.33	\$ 20,000.00		
	Outreach	\$ -	\$ 442.33	\$ 10,000.00		
	Professional Enrichment	\$ -	\$ 2,894.29	\$ 5,000.00		
	Programming	\$ 954.81	\$ 31,483.86	\$ 200,000.00		
	MakerSpace	\$ 383.79	\$ 5,109.62	\$ 15,000.00		
	Salaries/Benefits/Perks	\$ 300.00	\$ 412,087.34	\$ 750,000.00		
	Health Ins./Retirement	\$ -	\$ 62,500.41	\$ 112,500.00		
	Subscriptions, Periodicals	\$ 15.45	\$ 3,522.22	\$ 5,000.00		
	Supplies, Janitorial	\$ 57.02	\$ 1,825.56	\$ 3,000.00		
	Supplies/Expenses, Library	\$ 920.64	\$ 6,542.47	\$ 12,000.00		
	Telephone	\$ 380.26	\$ 6,008.97	\$ 10,000.00		
	Utilities	\$ 4,122.98	\$ 38,962.42	\$ 50,000.00		
	Capital Improvement	\$ 7,500.00	\$ 97,858.62	\$ 700,000.00		
	Transfer to petty cash	\$ -	\$ 6,835.34	\$ -		
OUTFLOWS TOTAL		\$ 49,555.17	\$ 3,640,536.11	\$ 4,258,287.00		
ENDING CHECKING BALANCE		\$ 271,124.86				
						327
						Notes
BEGINNING PETTY CASH BALANCE		\$ 2,105.21				

	Outreach	\$	-			
ENDING PETTY CASH BALANCE		\$	2,105.01			
	<i>COLORADO TRUST INVESTMENT</i>		Y-T-D			Item #10.
BEGINNING BALANCE		\$	10,493,032.91			
	Dividend -4.8677%	\$	41,943.73	\$	447,378.61	
	<i>Contribution</i>	\$	-			
	<i>Withdrawal</i>	\$	-			
ENDING BALANCE		\$	10,534,976.64		FUNDS IN RESERVE	\$ 1,218,500.00

2024 Q3 Report for the Town of Johnstown From the Johnstown Downtown Development Association

JDDA Financials

2024 Q2 Financials – Attachments Included

Starting Balance:	\$ 7,531.19
Cash In:	\$ 32,308.79(1) Monthly Quarterly Treasurer's Report
Expenditures:	\$ 14,338.29 (2) Monthly Quarterly Treasurer's Report
Ending Balance:	\$ 25,501.69

Strategic plan to revitalize the Town's historic downtown.

1. We are continuing to work with Sarah. Additionally we are 100% supportive and behind the Downtown Master Plan.

Events

1. Previous Events including the Results/Outcome of the Event: These events continue to keep people engaged and emotionally invested in our town rather than traveling outside for the same services.
 - a. Fall Fest was a huge success and we continue to have more attendance on each event we host.
 - b. WE CAN'T THANK THE TOWN ENOUGH FOR THE SUPPORT FROM PUBLIC WORKS, THAT HAS BEEN A HUGE GAME CHANGER FOR ALL THE EVENTS WE HOST. THEY HAVE BEEN SO SUPPORTIVE WITH SETTING UP AND TEAR DOWN OF THE BARRICADES AND ALSO THROUGHOUT THE EVENT. THEY ALL HAVE BEEN EXTREEMLY SUPPORTIVE AND AGAIN, THANK YOU!!

Upcoming Events for 2024:

1. We have locked in the same events as previous years.
 - a. Trick or Treat Street will be on October 26th from 10am-1pm.
 - b. Johnstown Jingle will be on December 1st from 2-5pm.

Other than events, things we are doing to position downtown as the focal point of Johnstown:

1. Welcome Bags – This program is still very successful, and we are now delivering more than 60 welcome bags to new residents monthly. The RHS Interact Club works with us to help pack the bags and deliver them to the new residents.

2. We are continuing to gain membership and we are putting more efforts and energies towards networking events as well as workshops. Both are things that our members are wanting and asking for!
3. We created a sub committee called the HOA Community Outreach Committee and that smaller group of JDDA Members are working with some of the individual neighborhoods/HOA's to build relationships. We hope to offer smaller neighborhood events that are more specific to individual neighborhoods with a goal of letting those folks know that we exist and that we are located downtown and have things to offer our community members!
4. We have a Marketing firm that is working to promote all of our members, promote our events, create our downtown marketing for our events that align with the downtown brand!
5. Mountain Wave Marketing put on an amazing social media workshop that was free to all and provided invaluable information for our small businesses! From that event we gained new members and even new board members!

Community Give Back/Involvement

1. It is important to us as a board that we support our community and especially our youth.

Social Media/Website

1. We continue to work with Tiffany from Mountain Wave Marketing and she is amazing and really has grown our social media presence significantly!

Johnstown Downtown Development Association

Item #10.

Statement of Activity

July - September, 2024

	TOTAL
Revenue	
Beer Garden Sales	726.55
Designated Contributions	11,516.03
Dues income	7,255.00
Event Income	12,751.21
Services	-125.00
Unapplied Cash Payment Revenue	125.00
Workshops	60.00
Total Revenue	\$32,308.79
GROSS PROFIT	\$32,308.79
Expenditures	
Advertising	
Marketing	3,108.00
Website	36.00
Total Advertising	3,144.00
Bank Charges	356.83
Event Expenses	6,926.55
Legal, Accounting and Professional	850.00
Office Supplies	162.58
QuickBooks Payments Fees	31.15
Rent	165.00
Square Fees	13.91
Workshop Expenses	1,000.00
Total Expenditures	\$12,650.02
NET OPERATING REVENUE	\$19,658.77
NET REVENUE	\$19,658.77



Johnstown Downtown Development Association
 Quarterly Treasurer's Report
 For 3rd QTR 2024

Beginning Cash	\$ 7,531.19
Cash In	\$ 32,308.79 (1)
Cash Out	\$ 14,338.29 (2)
Ending Cash	\$ 25,501.69

(1)

Cash In :

Event booth income, Dues income, workshop income, Town of Johnstown,

(2)

Cash out :

Marketing, event expenses, quickbooks fees

accounting fees, storage rent, workshop; also bought a 10 foot deluxe tent ket

(3)

Adjustments:

* NET INCREASE IN CASH in 3rd QTR \$17,970.50

** NET increase CASH YTD 2024 is \$2,194.35

***BBQ Days Acct 8128 - The BBQ days is not an actual entity so JDDA is holding the money for that committee and reported on our tax return

Johnstown Downtown Development Association

Item #10.

Statement of Financial Position

As of September 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BBQ Days acct 8128	52,848.17
General Fund	22,703.89
Petty Cash	2,797.80
Total Bank Accounts	\$78,349.86
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$78,349.86
Fixed Assets	
Furniture and Equipment	1,092.77
Total Fixed Assets	\$1,092.77
TOTAL ASSETS	\$79,442.63
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
BBQ Days holding account	38,075.42
Total Other Current Liabilities	\$38,075.42
Total Current Liabilities	\$38,075.42
Total Liabilities	\$38,075.42
Equity	
Retained Earnings	38,080.09
Net Revenue	3,287.12
Total Equity	\$41,367.21
TOTAL LIABILITIES AND EQUITY	\$79,442.63