Town Council
Agenda
Monday, June 1, 2020
450 S. Parish
7:00 PM

MISSION STATEMENT: “The mission of the government of the Town of Johnstown is to provide leadership based upon trust and integrity, commitment directed toward responsive service delivery, and vision for enhancing the quality of life in our community.

Members of the audience are invited to speak at the Council meeting. Public Comment (item No. 5) is reserved for citizen comments on items not contained on the printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.

1) CALL TO ORDER
   A) Pledge of Allegiance

2) ROLL CALL

3) AGENDA APPROVAL

4) RECOGNITIONS AND PROCLAMATIONS

5) PUBLIC COMMENT (three-minute limit per speaker)

The “Consent Agenda” is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to have an item discussed or if there is public comment on those ordinances marked with an *asterisk. The Council member may then move to have the subject item removed from the Consent Agenda for discussion separately.

6) CONSENT AGENDA
   A) Town Council Meeting Minutes – May 18, 2020
   B) List of Bills
   C) Resolution 2020-16 Authorizing the Town of Johnstown to Enter into Agreements with J-25 Land Holdings, LLC and Rocksol Consulting Group, Inc. To Act as An Intermediary for Completion of Intersection Improvements; Appropriating Funds

7) TOWN MANAGER REPORT

8) TOWN ATTORNEY REPORT

9) OLD BUSINESS

10) NEW BUSINESS
   A. Public Hearing – I-25 Gateway Center Filing No. 4 – PUD Amendment
      1. First Reading - Ordinance Number 2020-180 An Ordinance Approving I-25 Gateway Center Filing No 4 PUD Amendment
   B. Agreement for Professional Services between the Town of Johnstown and Otak, Inc.
   C. COVID 19 update

11) COUNCIL REPORTS AND COMMENTS

12) MAYOR’S COMMENTS

13) EXECUTIVE SESSION

14) ADJOURN
AGENDA ITEM 6A-C

CONSENT

AGENDA

• Council Minutes – May 18, 2020
  • List of Bills
  • Resolution 2020-16
AGENDA DATE: June 1, 2020

ITEM NUMBER: 6A-C

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk, Town Manager, Finance Director

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

A) Town Council Meeting Minutes – May 18, 2020
B) List of Bills
C) *Resolution 2020-16 Authorizing the Town of Johnstown to enter into agreements with J-25 Land Holdings, LLC and Rocksol Consulting Group, Inc. to act as an intermediary for completion of intersection improvements; appropriating funds

The two documents and the associated Resolution 2020-16 presented for consideration establishes the Town of Johnstown as the middle man between Rocksol Consulting Group and J-25 Landholdings, LLC. It is the desire of J-25 Holdings to engage with the Colorado Department of Transportation related to potential modifications of sections of the Frontage Road north of Hwy 402. For a more effective engagement, J-25 would like to hire Rocksol to perform these services and work directly with the Colorado Department of Transportation. It is the standard policy of Rocksol that they do not engage in contractual agreements with private entities. Accordingly, both parties have asked for the Town of Johnstown to act as the middle man for the exchange of finances and payments associated with these contractual agreements. In part for the Town engaging for these services, J-25 will pay 100% of the costs of any legal fees and a 5% administrative fee for any oversite necessary by the Town, including the issuance of payments when authorized to Rocksol. The agreements do merit a budget amendment since funds will be deposited and expended with the Town, with a net difference of zero dollars. The Resolution authorizes signature of the agreements by the Mayor and memorializes the budget amendment to expend the funds.

LEGAL ADVICE: The entire Consent Agenda may be approved by a motion of the Town Council approving the Consent Agenda, which automatically approves each and every item listed on the Consent Agenda. If a Council member wishes to have a specific discussion on an individual item included with the Consent Agenda, they may move to remove the item from the Consent Agenda for discussion.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:
Council Minutes
The Town Council of the Town of Johnstown met on Monday, May 18, 2020 at 7:00 p.m. in a virtual meeting for reasons related to COVID19.

Mayor Lebsack led the Pledge of Allegiance.

**Roll Call:**
Those answering present were: Councilmembers Berg, Lemasters, Mellon, Molinar Jr. Tallent and Young

The following staff members were also present in the remote meeting: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager, Marco Carani, Public Works Director, Mitzi McCoy, Finance Director, Kim Meyer, Planning Director, Jamie Desrosier, Communication Manager and Brian Phillips, Police Chief.

**Agenda Approval**

Councilmember Berg made a motion seconded by Councilmember Tallent to amend the Agenda to include discussion related to the town’s parks in reference to the COVID 19 status. Motion carried with a roll call vote.

**Consent Agenda**

Councilmember Tallent made a motion seconded by Councilmember Mellon to approve the Consent Agenda with the following items included:
- May 4, 2020 Council Meeting Minutes
- May 11, 2020 Council Special Meeting Minutes
- Financial Statements
- Resolution 2020-14 Authorizing Massey Farms, LLLP to seek issuance of a Septic Tank Permit from Weld County Department of Public Health and Environment for property located at 6096 State Highway 60, Town of Johnstown, and requiring Massey Farms, LLLP to file an application for a permit with the Town subject to conditions.
- IGA for Contribution to I-25 Underpass Trail Enhancements

Motion carried with a roll call vote.

**New Business**

A. Consider Second Amendment to Iron Horse Agreement - The proposed Second Amendment to the Iron Horse Agreement allows Centerra Commercial to receive building permits in the Iron Horse Development, the agreement also addresses improvements to County Road 3 north of Ronald Reagan up to the intersection on Highway 34 which the developer has committed funds to complete. The developer is still obligated to make improvements to the intersection of CR 3 and Highway 34 and south of Ronald Reagan Blvd. to the southern railroad. Councilmember Lemasters made a motion seconded by Councilmember Berg to approve the Second Amendment to the Iron Horse Agreement between the Town of Johnstown and Centerra Commercial LLC. Motion carried with a unanimous vote.
B. COVID-19 Discussion – Council discussed the probability of reopening the town parks and getting clarification on what is closed the open space or just the children playground areas. Council agreed to reopen the parks and recommended that residents use their best judgement in utilizing park spaces in line with the guidance of the State Safer-at-Home order as equipment will not be sanitized. Also, Council encouraged to continue social distancing requirements when using the parks.

There being no further business to come before Council the meeting adjourned at 8:40 p.m.

Mayor

Town Clerk
List of Bills
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Dept</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4Rivers Equipment</td>
<td>Repairs</td>
<td>PW</td>
<td>709.67</td>
</tr>
<tr>
<td>Ace Hardware</td>
<td>Supplies</td>
<td>PW</td>
<td>2,364.34</td>
</tr>
<tr>
<td>Adamson Police Products</td>
<td>Uniforms</td>
<td>PD</td>
<td>407.49</td>
</tr>
<tr>
<td>Advanced Mechanical Services</td>
<td>Pump repair &amp; supplies</td>
<td>PW</td>
<td>25,630.00</td>
</tr>
<tr>
<td>American West Land Surveying Co</td>
<td>Chapman Reservoir survey</td>
<td>PW</td>
<td>5,055.55</td>
</tr>
<tr>
<td>Anchor Auto Glass</td>
<td>Windshield repair</td>
<td>PD</td>
<td>35.00</td>
</tr>
<tr>
<td>AP Mountain States, LLC</td>
<td>Recreation Center</td>
<td>ADM</td>
<td>1,455,243.36</td>
</tr>
<tr>
<td>Aqua Backflow, Inc.</td>
<td>Mailings</td>
<td>PW</td>
<td>70.00</td>
</tr>
<tr>
<td>Arapahoe Rental</td>
<td>Heater rental</td>
<td>PW</td>
<td>533.84</td>
</tr>
<tr>
<td>Arrowhead Scientific Inc.</td>
<td>Supplies</td>
<td>PD</td>
<td>470.00</td>
</tr>
<tr>
<td>Banner Fort Collins Medical Center</td>
<td>Medical exam</td>
<td>PD</td>
<td>621.00</td>
</tr>
<tr>
<td>BH Enterprises, Inc.</td>
<td>Filter media</td>
<td>PW</td>
<td>1,018.12</td>
</tr>
<tr>
<td>BHA Design Incorporated</td>
<td>I25/60 Project</td>
<td>PW</td>
<td>5,252.50</td>
</tr>
<tr>
<td>BPS Tactical, Inc.</td>
<td>Supplies</td>
<td>PD</td>
<td>1,504.00</td>
</tr>
<tr>
<td>Browns Hill Engineering &amp; Controls</td>
<td>Professional services/ maint.</td>
<td>PW</td>
<td>25,444.60</td>
</tr>
<tr>
<td>Buffalo Security</td>
<td>Rec Center - security services</td>
<td>ADM</td>
<td>1,887.00</td>
</tr>
<tr>
<td>Callendar, Tim</td>
<td>Supplies</td>
<td>PW</td>
<td>43.37</td>
</tr>
<tr>
<td>Card Services</td>
<td>Supplies &amp; fuel</td>
<td>ALL</td>
<td>2,346.00</td>
</tr>
<tr>
<td>Caselle, Inc</td>
<td>Monthly support</td>
<td>ALL</td>
<td>1,552.00</td>
</tr>
<tr>
<td>CDR Propane Services, LLC</td>
<td>Propane</td>
<td>PW</td>
<td>783.75</td>
</tr>
<tr>
<td>Central Weld County Water District</td>
<td>Water purchase</td>
<td>PW</td>
<td>1,259.13</td>
</tr>
<tr>
<td>CenturyLink</td>
<td>Phone line</td>
<td>PW</td>
<td>236.66</td>
</tr>
<tr>
<td>Cintas</td>
<td>Mat services</td>
<td>ALL</td>
<td>261.22</td>
</tr>
<tr>
<td>City of Greeley</td>
<td>Water purchase</td>
<td>PW</td>
<td>849.06</td>
</tr>
<tr>
<td>Colo. Dept. Of Public Health</td>
<td>Annual permit</td>
<td>PW</td>
<td>162.28</td>
</tr>
<tr>
<td>Colorado Analytical Labs</td>
<td>Lab testing</td>
<td>PW</td>
<td>525.00</td>
</tr>
<tr>
<td>Colorado Greenbelt Management</td>
<td>Lawn maintenance</td>
<td>PW</td>
<td>1,955.00</td>
</tr>
<tr>
<td>Consolidated Home Supply Ditch</td>
<td>Assessments</td>
<td>PW</td>
<td>2,060.60</td>
</tr>
<tr>
<td>Coren Printing, Inc</td>
<td>Supplies</td>
<td>ADM</td>
<td>118.00</td>
</tr>
<tr>
<td>Coulson Excavating Co Inc</td>
<td>Asphalt repairs</td>
<td>PW</td>
<td>681.52</td>
</tr>
<tr>
<td>DBC Irrigation Supply</td>
<td>Irrigation supplies</td>
<td>PW</td>
<td>831.55</td>
</tr>
<tr>
<td>Dell Business Credit</td>
<td>Rec Center - equipment</td>
<td>ADM</td>
<td>2,789.97</td>
</tr>
<tr>
<td>DES Pipeline Maintenance, LLC</td>
<td>Maintenance of lift station</td>
<td>PW</td>
<td>2,475.00</td>
</tr>
<tr>
<td>DPC Industries Inc</td>
<td>Chemicals</td>
<td>PW</td>
<td>21,081.07</td>
</tr>
<tr>
<td>Elite Printing Group, LLC</td>
<td>Business cards</td>
<td>PD</td>
<td>88.00</td>
</tr>
<tr>
<td>Empacs</td>
<td>Rec Center - equipment</td>
<td>ADM</td>
<td>10,624.77</td>
</tr>
<tr>
<td>Ergomed</td>
<td>Employment screening</td>
<td>ADM</td>
<td>45.00</td>
</tr>
<tr>
<td>First Class Security Systems</td>
<td>Fire system monitoring</td>
<td>PW</td>
<td>128.80</td>
</tr>
<tr>
<td>First National Bank</td>
<td>Services &amp; supplies</td>
<td>ALL</td>
<td>1,222.76</td>
</tr>
<tr>
<td>Fort Collins Plastics, Inc.</td>
<td>Supplies</td>
<td>PW</td>
<td>791.04</td>
</tr>
<tr>
<td>Frick’n Carnegie Towing, LLC</td>
<td>Towing</td>
<td>PD</td>
<td>205.00</td>
</tr>
<tr>
<td>Frontier Fertilizer &amp; Chemical</td>
<td>Supplies</td>
<td>PW</td>
<td>20.03</td>
</tr>
<tr>
<td>Galloway &amp; Company, Inc.</td>
<td>Engineering services</td>
<td>PW</td>
<td>7,332.50</td>
</tr>
<tr>
<td>Galls LLC - DBA Neves Uniforms</td>
<td>Uniforms</td>
<td>PD</td>
<td>176.38</td>
</tr>
<tr>
<td>Vendor</td>
<td>Description</td>
<td>Dept</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-------------------------</td>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>Glenn A. Jones Library</td>
<td>Library support</td>
<td>ADM</td>
<td>85,221.66</td>
</tr>
<tr>
<td>Grainger, Inc.</td>
<td>Supplies</td>
<td>PW</td>
<td>1,531.22</td>
</tr>
<tr>
<td>Greeley Electric Repair Inc.</td>
<td>Motor repairs</td>
<td>PW</td>
<td>3,443.86</td>
</tr>
<tr>
<td>Green CO2 Systems</td>
<td>Rec Center - equipment</td>
<td>ADM</td>
<td>475.00</td>
</tr>
<tr>
<td>Greystone Technology Group</td>
<td>Monthly IT support</td>
<td>ALL</td>
<td>2,530.00</td>
</tr>
<tr>
<td>Hach Company</td>
<td>Supplies</td>
<td>PW</td>
<td>13,276.68</td>
</tr>
<tr>
<td>Hawks Signs, Inc.</td>
<td>Banners</td>
<td>ADM</td>
<td>1,738.00</td>
</tr>
<tr>
<td>Hays Market</td>
<td>Supplies</td>
<td>ADM</td>
<td>29.96</td>
</tr>
<tr>
<td>HD Supply</td>
<td>Morter mix &amp; supplies</td>
<td>PW</td>
<td>184.15</td>
</tr>
<tr>
<td>Helton &amp; Williamsen, P.C.</td>
<td>Engineering Services</td>
<td>PW</td>
<td>7,917.50</td>
</tr>
<tr>
<td>Hill &amp; Robbins, PC</td>
<td>Professional services</td>
<td>PW</td>
<td>188.00</td>
</tr>
<tr>
<td>Home Depot Pro</td>
<td>Equipment rental &amp; supplies</td>
<td>PW</td>
<td>304.29</td>
</tr>
<tr>
<td>IMEG Corp</td>
<td>Billback services</td>
<td>ADM</td>
<td>17,050.00</td>
</tr>
<tr>
<td>IMEG Corp</td>
<td>Engineering services</td>
<td>PW</td>
<td>71,956.25</td>
</tr>
<tr>
<td>Infosend, Inc.</td>
<td>Utility bill printing</td>
<td>PW</td>
<td>2,213.55</td>
</tr>
<tr>
<td>Insight North America, LLC</td>
<td>Investment services</td>
<td>ADM</td>
<td>2,758.24</td>
</tr>
<tr>
<td>Interstar, Inc.</td>
<td>Media replacement project</td>
<td>PW</td>
<td>2,350.00</td>
</tr>
<tr>
<td>Interstate Battery of the Rockies</td>
<td>Supplies</td>
<td>PW</td>
<td>183.90</td>
</tr>
<tr>
<td>InVision GIS</td>
<td>GIS services</td>
<td>ADM</td>
<td>3,000.00</td>
</tr>
<tr>
<td>J&amp;D Creations</td>
<td>Supplies</td>
<td>ALL</td>
<td>1,099.58</td>
</tr>
<tr>
<td>J&amp;S Contractors Supply Co.</td>
<td>Signs</td>
<td>PW</td>
<td>338.01</td>
</tr>
<tr>
<td>Community Center Refund</td>
<td>Refund of deposits</td>
<td>ADM</td>
<td>900.00</td>
</tr>
<tr>
<td>John Deere Financial</td>
<td>Equipment repairs</td>
<td>PW</td>
<td>115.46</td>
</tr>
<tr>
<td>Johnstown Senior Center</td>
<td>Insurance</td>
<td>ADM</td>
<td>1,677.00</td>
</tr>
<tr>
<td>JTF LLP</td>
<td>Sales tax reimbursement</td>
<td>ADM</td>
<td>24,046.99</td>
</tr>
<tr>
<td>J-U-B Engineers, Inc.</td>
<td>Engineering services</td>
<td>PW</td>
<td>34,633.68</td>
</tr>
<tr>
<td>Kelly Supply Co</td>
<td>Pipe and supplies</td>
<td>PW</td>
<td>628.29</td>
</tr>
<tr>
<td>Kinsco, LLC</td>
<td>Uniforms</td>
<td>PD</td>
<td>226.26</td>
</tr>
<tr>
<td>Larimer County Sales Tax Administrator</td>
<td>Use Tax - Reimbursement</td>
<td>ADM</td>
<td>202.52</td>
</tr>
<tr>
<td>Larimer Humane Society</td>
<td>Contract billing</td>
<td>PD</td>
<td>1,420.00</td>
</tr>
<tr>
<td>Law Office of Avi Rocklin LLC</td>
<td>Legal services</td>
<td>ADM</td>
<td>11,074.00</td>
</tr>
<tr>
<td>Law Office of Avi Rocklin LLC</td>
<td>Legal services - billback</td>
<td>ADM</td>
<td>4,940.00</td>
</tr>
<tr>
<td>Lazar, Michael</td>
<td>Municipal Court Judge</td>
<td>ADM</td>
<td>560.00</td>
</tr>
<tr>
<td>Little Thompson Water District</td>
<td>Water purchase</td>
<td>PW</td>
<td>10,767.12</td>
</tr>
<tr>
<td>Local Businesses</td>
<td>Grants</td>
<td>ADM</td>
<td>126,223.00</td>
</tr>
<tr>
<td>Logan Simpson</td>
<td>Comprehensive plan</td>
<td>ADM</td>
<td>5,976.60</td>
</tr>
<tr>
<td>Loveland Barricade LLC</td>
<td>Cemetery sign</td>
<td>PW</td>
<td>82.50</td>
</tr>
<tr>
<td>Loveland Ready-Mix Concrete</td>
<td>Electric pad concrete</td>
<td>PW</td>
<td>326.03</td>
</tr>
<tr>
<td>Lowe's</td>
<td>Supplies</td>
<td>PW</td>
<td>133.34</td>
</tr>
<tr>
<td>Mares Auto Inc.</td>
<td>Vehicle repairs</td>
<td>PD/PW</td>
<td>40.00</td>
</tr>
<tr>
<td>McDonald Farms Enterprises Inc</td>
<td>Sludge hauling &amp; grease removal</td>
<td>PW</td>
<td>6,410.00</td>
</tr>
<tr>
<td>Milliken Johnstown Electric</td>
<td>Building repairs</td>
<td>PW</td>
<td>3,807.87</td>
</tr>
<tr>
<td>Mission Communications, LLC</td>
<td>Wireless alarms for lift stations</td>
<td>PW</td>
<td>347.40</td>
</tr>
<tr>
<td>Mountain States Pipe &amp; Supply</td>
<td>Water meters</td>
<td>PW</td>
<td>2,459.69</td>
</tr>
<tr>
<td>My Office Etc.</td>
<td>Supplies</td>
<td>ADM</td>
<td>29.49</td>
</tr>
<tr>
<td>Nalco Company LLC</td>
<td>Chemicals</td>
<td>PW</td>
<td>5,772.60</td>
</tr>
<tr>
<td>Vendor</td>
<td>Description</td>
<td>Dept</td>
<td>Amount</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>--------------------------------------------------</td>
<td>-------</td>
<td>----------</td>
</tr>
<tr>
<td>Napa Auto Parts, Inc</td>
<td>Vehicle supplies</td>
<td>PW</td>
<td>27.59</td>
</tr>
<tr>
<td>Northern Colorado Constructors, Inc.</td>
<td>Flood pumps</td>
<td>PW</td>
<td>1,800.00</td>
</tr>
<tr>
<td>Office Depot Business Credit</td>
<td>Office supplies</td>
<td>ALL</td>
<td>1,941.55</td>
</tr>
<tr>
<td>Office Scapes</td>
<td>Furniture</td>
<td>ADM</td>
<td>2,452.92</td>
</tr>
<tr>
<td>OmniTRAX Inc.</td>
<td>Professional services</td>
<td>PW</td>
<td>13,500.00</td>
</tr>
<tr>
<td>OTT Hydromet Corp</td>
<td>DAF repair supplies</td>
<td>PW</td>
<td>2,137.00</td>
</tr>
<tr>
<td>Perkins+Will, Inc.</td>
<td>Rec Center - Professional services</td>
<td>ADM</td>
<td>27,812.03</td>
</tr>
<tr>
<td>Pioneer Landscape Centers</td>
<td>Supplies</td>
<td>PW</td>
<td>90.60</td>
</tr>
<tr>
<td>Pitney Bowes Global</td>
<td>Postage meter rental</td>
<td>ADM</td>
<td>251.00</td>
</tr>
<tr>
<td>Poudre Valley REA</td>
<td>Utilities</td>
<td>ALL</td>
<td>11,639.74</td>
</tr>
<tr>
<td>ProCode Inc.</td>
<td>Building inspection services</td>
<td>ADM</td>
<td>12,750.00</td>
</tr>
<tr>
<td>Ramey Environmental Compliance</td>
<td>Water/wastewater services</td>
<td>PW</td>
<td>9,265.13</td>
</tr>
<tr>
<td>Reedesign Concept, LLC</td>
<td>Safety supplies</td>
<td>PW</td>
<td>60.00</td>
</tr>
<tr>
<td>RESA Power LLC</td>
<td>Generator repair</td>
<td>PW</td>
<td>6,142.00</td>
</tr>
<tr>
<td>Rhinehart Oil Co., Inc.</td>
<td>Fuel</td>
<td>ALL</td>
<td>4,190.58</td>
</tr>
<tr>
<td>RoadSafe Traffic Systems</td>
<td>Crosswalk maintenance</td>
<td>PW</td>
<td>1,908.62</td>
</tr>
<tr>
<td>Royal Blue, Inc</td>
<td>Rec Center - equipment</td>
<td>ADM</td>
<td>300.00</td>
</tr>
<tr>
<td>RTC Regional Town Centre, LLC</td>
<td>Professional services</td>
<td>PW</td>
<td>2,855.93</td>
</tr>
<tr>
<td>S4 Water Sales and Service, LLC</td>
<td>Filter media</td>
<td>PW</td>
<td>4,973.20</td>
</tr>
<tr>
<td>Sam's Club MC/SYNCB</td>
<td>Office supplies</td>
<td>ADM</td>
<td>94.56</td>
</tr>
<tr>
<td>Scheels</td>
<td>Rec Center - equipment</td>
<td>ADM</td>
<td>6,767.57</td>
</tr>
<tr>
<td>Sturgeon Electric Company, Inc.</td>
<td>Electrical work pump station</td>
<td>PW</td>
<td>60,660.00</td>
</tr>
<tr>
<td>Tait &amp; Associates, Inc.</td>
<td>Stormwater/water design services</td>
<td>PW</td>
<td>31,125.80</td>
</tr>
<tr>
<td>TDS</td>
<td>Telephones</td>
<td>ALL</td>
<td>3,630.69</td>
</tr>
<tr>
<td>The Aqueous Solution, Inc.</td>
<td>Rec Center - equipment</td>
<td>ADM</td>
<td>1,055.00</td>
</tr>
<tr>
<td>The Hardware Shop Inc</td>
<td>Lift inspection</td>
<td>PW</td>
<td>558.92</td>
</tr>
<tr>
<td>The Home Depot/GECF</td>
<td>Supplies</td>
<td>PW</td>
<td>202.58</td>
</tr>
<tr>
<td>Thompson Ranch Development</td>
<td>Use tax reimbursement</td>
<td>PW</td>
<td>1,800.57</td>
</tr>
<tr>
<td>Traffic Signal Controls Inc</td>
<td>Pedestrian light repairs</td>
<td>PW</td>
<td>1,860.00</td>
</tr>
<tr>
<td>Tri State Oil Reclaimers, Inc.</td>
<td>Oil recycling</td>
<td>PW</td>
<td>99.00</td>
</tr>
<tr>
<td>Trugreen Chemlawn</td>
<td>Fertilizer and weed control</td>
<td>PW</td>
<td>1,470.00</td>
</tr>
<tr>
<td>Twin Silos, LLC</td>
<td>Reimbursements</td>
<td>PW</td>
<td>4,000.00</td>
</tr>
<tr>
<td>United Power</td>
<td>Street lights</td>
<td>PW</td>
<td>798.00</td>
</tr>
<tr>
<td>USA Bluebook</td>
<td>Supplies</td>
<td>PW</td>
<td>1,659.22</td>
</tr>
<tr>
<td>Utility Notification Center</td>
<td>Locates</td>
<td>PW</td>
<td>2,752.03</td>
</tr>
<tr>
<td>Utility Refund</td>
<td>Refund of deposits</td>
<td>ADM</td>
<td>3,069.00</td>
</tr>
<tr>
<td>VCA Fort Collins Animal Hospital</td>
<td>K9 medical services</td>
<td>PD</td>
<td>85.91</td>
</tr>
<tr>
<td>Vector Disease Control</td>
<td>Mosquito spraying</td>
<td>PW</td>
<td>3,306.50</td>
</tr>
<tr>
<td>Veris Environmental, LLC</td>
<td>Sludge removal</td>
<td>PW</td>
<td>3,633.54</td>
</tr>
<tr>
<td>Verizon Wireless</td>
<td>Cell phones</td>
<td>ALL</td>
<td>2,843.48</td>
</tr>
<tr>
<td>Wagner Equipment Co.</td>
<td>Generator maintenance</td>
<td>PW</td>
<td>2,660.89</td>
</tr>
<tr>
<td>Waste Management</td>
<td>Trash services</td>
<td>PW</td>
<td>61,260.73</td>
</tr>
<tr>
<td>Weld County Dept of Public</td>
<td>Lab services &amp; plates</td>
<td>PW/PD</td>
<td>1,182.46</td>
</tr>
<tr>
<td>WIN-911 Software</td>
<td>Software license</td>
<td>PW</td>
<td>495.00</td>
</tr>
<tr>
<td>Windstream</td>
<td>Telephone/internet</td>
<td>ALL</td>
<td>1,102.82</td>
</tr>
<tr>
<td>Winters, Hellerich &amp; Hughes</td>
<td>Professional services</td>
<td>ADM</td>
<td>956.25</td>
</tr>
<tr>
<td>Vendor</td>
<td>Description</td>
<td>Dept</td>
<td>Amount</td>
</tr>
<tr>
<td>---------------------------</td>
<td>---------------------</td>
<td>------</td>
<td>----------</td>
</tr>
<tr>
<td>Xcel Energy</td>
<td>Utilities</td>
<td>ALL</td>
<td>54,633.58</td>
</tr>
<tr>
<td>YMCA of Northern Colorado</td>
<td>Monthly support</td>
<td>ADM</td>
<td>66,755.59</td>
</tr>
<tr>
<td>Yost Cleaning</td>
<td>Cleaning services</td>
<td>PW</td>
<td>50.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2,472,149.20</td>
</tr>
</tbody>
</table>
Resolution
No. 2020-16
TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2020-16

AUTHORIZING THE TOWN OF JOHNSTOWN TO ENTER INTO AGREEMENTS WITH J-25 LAND HOLDINGS, LLC AND ROCKSOL CONSULTING GROUP, INC. TO ACT AS AN INTERMEDIARY FOR COMPLETION OF INTERSECTION IMPROVEMENTS; APPROPRIATING FUNDS

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, J-25 Land Holdings, LLC, a Delaware limited liability company (“Developer”), owns property that abuts the interchange at Interstate I-25 and State Highway 402 (“402 Interchange”); and

WHEREAS, the Colorado Department of Transportation (“CDOT”) is constructing improvements to the 402 Interchange and the Developer seeks to modify certain of those improvements; and

WHEREAS, to facilitate coordination with CDOT, the Developer seeks the assistance of RockSol Consulting Group, Inc., a Colorado corporation (“RockSol”), to perform consulting services (“Services”); and

WHEREAS, rather than contract directly with the Developer, RockSol requested that the Town act as an intermediary and that the Town contract with RockSol for the Services; and

WHEREAS, Town Council desires to assist the Developer and RockSol on the condition that the Developer pay all funds due to RockSol, a five percent (5%) administrative fee and all the Town’s expenses; and

WHEREAS, to effectuate the foregoing, the Town Council desires to authorize the execution of an agreement between the Town and the Developer and an agreement between the Town and RockSol; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to adopt this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:
**Section 1:** J-25 Memorandum of Understanding. The Town Council hereby approves the Memorandum of Understanding between the Town and J-25 Land Holdings, LLC, attached hereto and incorporated herein by reference as Exhibit A, and authorizes the Mayor to sign it.

**Section 2:** RockSol Memorandum of Understanding. The Town Council hereby approves the Memorandum of Understanding between the Town and RockSol Consulting Group, Inc. ("RockSol MOU"), attached hereto and incorporated herein by reference as Exhibit B, and authorizes the Mayor to sign it.

**Section 3.** Appropriation of Funds. The Town Council hereby appropriates funds in an amount not to exceed $29,148.50 from the General Fund to pay for the services provided by RockSol to the Developer pursuant to the RockSol MOU.

**Section 4:** This Resolution shall be effective as of the date of its adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of June, 2020.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: _______________________________ By: _______________________________

Diana Seele, Town Clerk          Gary Lebsack, Mayor
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 22nd day of May, 2020, by and between THE TOWN OF JOHNSTOWN, a Colorado municipal corporation, ("Town"), and J-25 LAND HOLDINGS, LLC, a Delaware limited liability company ("Developer") (collectively, "the Parties").

RECITALS:

WHEREAS, the Developer owns property that abuts the interchange at Interstate I-25 and State Highway 402 ("402 Interchange"); and

WHEREAS, the Colorado Department of Transportation ("CDOT") is constructing improvements to the 402 Interchange and the Developer seeks to modify certain of those improvements; and

WHEREAS, to facilitate coordination with CDOT, the Developer seeks the assistance of RockSol Consulting Group, Inc., a Colorado corporation ("RockSol"), to perform the services set forth on Exhibit 1, attached hereto and incorporated herein by reference ("Services"); and

WHEREAS, rather than contract directly with the Developer, RockSol requested that the Town act as an intermediary and that the Town contract with RockSol for the Services; and

WHEREAS, the Town agrees to execute an agreement with RockSol for the Services on the condition that the Developer pay all funds due to RockSol as set forth on Exhibit 2, attached hereto and incorporated herein by reference, a five percent (5%) administrative fee and the Town’s expenses; and

WHEREAS, to effectuate the foregoing, the Parties desires to enter into this Memorandum of Understanding.

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

1. **Recitals.** The Recitals are incorporated into this MOU as if fully set forth herein.

2. **Payment to the Town.** Upon execution of this MOU, the Developer agrees to provide certified funds to the Town in the amount of $30,600.00 ("Funds"), which includes the fees set forth on Exhibit 2 and the five percent (5%) administrative fee. The Town agrees to use the Funds to pay RockSol for the Services identified on Exhibit 1. If RockSol requests additional costs or expenses beyond those set forth on Exhibit 2, the Developer agrees to promptly provide certified funds to the Town to pay for those additional costs or expenses along with a five percent (5%) administrative fee. RockSol shall be required to provide invoices to the
Town and to the Developer. If Developer objects to an invoice by providing written notice to the Town, the Town may, in its discretion, make the payment to RockSol or hold the Funds until RockSol and the Developer reach agreement. The Developer further agrees to pay the Town’s expenses, which include, but are not limited to, the Town’s legal fees in effectuating this MOU and the Town’s agreement with RockSol.

3. **Law and Venue.** The validity, interpretation, performance, and enforcement of this MOU shall be governed by the laws of the State of Colorado, and venue shall be in Weld County, Colorado, for any litigation.

4. **Dispute Resolution.** In the event of any dispute arising under this MOU, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally between the Parties.

5. **Severability.** If any portion of this MOU shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this MOU. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

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

7. **Amendment.** This MOU may not be amended or modified except by a subsequent written instrument signed by the Parties.

8. **Entire Understanding.** This MOU constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements or understandings.

9. **Indemnity.** The Developer agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys’ fees), arising from or related to loss or damage to property
or injury to or death to any persons resulting in any manner from the actions or failure to act of
the Developer or RockSol or any invitees, guests, agents, employees or subcontractors of either,
whether brought by any of such persons or any other person related to the provision of Services,
this MOU and/or the agreement between the Town and RockSol.

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

11. Headings. The headings used herein are for convenience purposes only and shall
not limit the meaning of the language contained herein.

[INTENTIONALLY BLANK SIGNATURE PAGES FOLLOW]
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

J-25 LAND HOLDINGS, LLC

By: Roy Bade, Chief Development Officer
ATTEST:

By: ____________________________
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: ____________________________
Gary Lebsack, Mayor
## EXHIBIT 1
### SCOPE OF WORK

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Est. Hours</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assist Ridge management with purchase of the one acre (+/-) triangle parcel from CDOT</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Assist Ridge management with coordination between Ridge and CDOT, to remove fill from triangular parcel of land, and modify the Frontage road profile north of the roundabout, in order to improve safety on the Frontage Road</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>We would like to have CDOT approve utility easements along the frontage road.</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>We would like CDOT to approve the modification of the frontage road to include a center left turn lane north of the roundabout</td>
<td>32</td>
<td></td>
</tr>
<tr>
<td>We would like to move the assumption of the frontage road by the Town of Johnstown forward</td>
<td>44</td>
<td></td>
</tr>
<tr>
<td>We would like to complete the exchange of frontage road ROW between CDOT and J-25 Land Holdings near the bridge south of 402 RockSol back office and management</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8</td>
<td></td>
</tr>
</tbody>
</table>
## EXHIBIT 2
RockSol Consulting Group, Inc.
Estimate for Professional Services
Prepared March 30, 2020

<table>
<thead>
<tr>
<th>Labor</th>
<th>Hours</th>
<th>Rate/Hour</th>
<th>Total Estimated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gorek, Jennifer – Environmental Manager</td>
<td>10</td>
<td>$143.00</td>
<td>$1,430.00</td>
</tr>
<tr>
<td>Gosselin, Mark – Project Manager</td>
<td>4</td>
<td>$218.00</td>
<td>$872.00</td>
</tr>
<tr>
<td>Hice-Idler, Gloria – Construction Manager</td>
<td>24</td>
<td>$149.00</td>
<td>$3,576.00</td>
</tr>
<tr>
<td>Rees, Scott – Project Engineer</td>
<td>130</td>
<td>$175.00</td>
<td>$22,750.00</td>
</tr>
<tr>
<td>Project Control and Admin</td>
<td>4</td>
<td>$87.00</td>
<td>$348.00</td>
</tr>
<tr>
<td><strong>Total Labor</strong></td>
<td></td>
<td></td>
<td><strong>$28,976</strong></td>
</tr>
</tbody>
</table>

| Other Direct Costs                         |       |           |                     |
| Vehicle Mileage (300 miles at $0.575/mile) |       |           | **$172.50**         |
| **Total Other Direct Cost**                |       |           | **$172.50**         |
| **Total for Professional Services**        |       |           | **$29,148.50**      |
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ___ day of __________, 2020, by and between THE TOWN OF JOHNSTOWN, a Colorado municipal corporation, ("Town"), and ROCKSOL CONSULTING GROUP, a Colorado corporation ("RockSol") (collectively, “the Parties”).

RECITALS:

WHEREAS, J-25 Land Holdings, LLC, a Delaware limited liability company ("Developer"), owns property that abuts the interchange at Interstate I-25 and State Highway 402 ("402 Interchange"); and

WHEREAS, the Colorado Department of Transportation ("CDOT") is constructing improvements to the 402 Interchange and the Developer seeks to modify certain of those improvements; and

WHEREAS, to facilitate coordination with CDOT, the Developer seeks RockSol’s assistance to perform the services set forth on Exhibit 1, attached hereto and incorporated herein by reference ("Services"); and

WHEREAS, rather than contract directly with the Developer, RockSol desires that the Town act as an intermediary and seeks to contract directly with the Town for the Services; and

WHEREAS, the Town agrees to act as an intermediary and execute this MOU on the condition that the Developer pay all funds due to RockSol as set forth on Exhibit 2, attached hereto and incorporated herein by reference, a five percent (5%) administrative fee and the Town’s expenses; and

WHEREAS, contemporaneously herewith, the Town is entering into a Memorandum of Understanding with the Developer for payment of the fees and expenses set forth above ("Developer MOU"); and

WHEREAS, to effectuate the foregoing, the Parties desires to enter into this Memorandum of Understanding.

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

1. **Recitals.** The Recitals are incorporated into this MOU as if fully set forth herein.

2. **Performance of the Services.** Upon execution of the Developer MOU, RockSol shall perform the Services. Unless the Town’s input is required, RockSol shall confer directly
with the Developer regarding the Services. RockSol shall submit all invoices to the Town and to the Developer. The Town shall pay all invoices within thirty (30) days of receipt. If Developer objects to an invoice by providing written notice to the Town in a timely manner, the Town may, in its discretion, make the payment to RockSol or hold the funds until RockSol and the Developer reach agreement.

3. **Law and Venue.** The validity, interpretation, performance, and enforcement of this MOU shall be governed by the laws of the State of Colorado, and venue shall be in Weld County, Colorado, for any litigation.

4. **Dispute Resolution.** In the event of any dispute arising under this MOU, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally between the Parties.

5. **Severability.** If any portion of this MOU shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this MOU. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

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

7. **Amendment.** This MOU may not be amended or modified except by a subsequent written instrument signed by the Parties.

8. **Entire Understanding.** This MOU constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements or understandings.

9. **Insurance.** RockSol shall maintain and keep in force during the term of this MOU one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying the Town in the following amounts:
a) Comprehensive General Liability - $1,000,000 combined aggregate; and
b) Workers Compensation – as required by law.

The insurance may not be canceled without at least fifteen (15) days’ advance written notice to the Town. The insurance shall name the Town as an additionally insured party. Any required deductible or co-insurance amount shall be paid by RockSol.

10. **Illegal Aliens.** RockSol shall comply with the statutory provisions prohibiting employment of illegal aliens, as set forth on Exhibit 3, attached hereto and incorporated herein by such reference.

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

11. **Headings.** The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

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

RockSol Consulting Group, Inc.

[Signature]
Saeid Saeb, President

STATE OF COLORADO
COUNTY OF Boulder

SUBSCRIBED AND SWORN to before me this 22nd day of May, 2020, by Saeid Saeb, President of RockSol Consulting Group, Inc.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 10/19/2021
ATTEST:

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: ________________________________
   Diana Seele, Town Clerk

By: ________________________________
   Gary Lebsack, Mayor
<table>
<thead>
<tr>
<th>Description of work</th>
<th>Est. Hours</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assist Ridge management with preparing paperwork for CDOT at the direction of Ridge</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>management so that Ridge management can purchase the one acre (+/-) triangle parcel from CDOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Ridge management with coordination between Ridge and CDOT, to obtain permit</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>to remove fill from triangular parcel of land, and modify the Frontage road profile</td>
<td></td>
<td></td>
</tr>
<tr>
<td>north of the roundabout, in order to improve safety on the Frontage Road. RockSol</td>
<td></td>
<td></td>
</tr>
<tr>
<td>is not responsible and is not conducting design, construction oversight or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>environmental investigation for this project. RockSol is not responsible for</td>
<td></td>
<td></td>
</tr>
<tr>
<td>safety of Town employees, Ridge Management Employees, or travelling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>public for this project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Ridge Management to obtain CDOT approve utility easements along the</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>frontage road.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Ridge Management to prepare the paperwork for CDOT to obtain the approval</td>
<td>32</td>
<td></td>
</tr>
<tr>
<td>of the modification of the frontage road to include a center left turn lane north</td>
<td></td>
<td></td>
</tr>
<tr>
<td>of the roundabout. RockSol is not conducting any design or construction oversight or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>environmental evaluation for this project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Ridge Management to move the assumption of the frontage road by the</td>
<td>44</td>
<td></td>
</tr>
<tr>
<td>Town of Johnstown forward</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Assist Ridge Management to prepare the paperwork to complete the exchange of frontage road ROW between CDOT and J-25 Land Holdings near the bridge south of 402</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>RockSol back office and management</td>
<td>8</td>
<td></td>
</tr>
</tbody>
</table>
# EXHIBIT 2
RockSol Consulting Group, Inc.
Estimate for Professional Services
Prepared March 30, 2020

<table>
<thead>
<tr>
<th>Labor</th>
<th>Hours</th>
<th>Rate/Hour</th>
<th>Total Estimated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gorek, Jennifer – Environmental Manager</td>
<td>10</td>
<td>$143.00</td>
<td>$1,430.00</td>
</tr>
<tr>
<td>Gosselin, Mark – Project Manager</td>
<td>4</td>
<td>$218.00</td>
<td>$872.00</td>
</tr>
<tr>
<td>Hice-Idler, Gloria – Construction Manager</td>
<td>24</td>
<td>$149.00</td>
<td>$3,576.00</td>
</tr>
<tr>
<td>Rees, Scott – Project Engineer</td>
<td>130</td>
<td>$175.00</td>
<td>$22,750.00</td>
</tr>
<tr>
<td>Project Control and Admin</td>
<td>4</td>
<td>$87.00</td>
<td>$348.00</td>
</tr>
<tr>
<td><strong>Total Labor</strong></td>
<td></td>
<td></td>
<td><strong>$28,976</strong></td>
</tr>
<tr>
<td><strong>Other Direct Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Mileage (300 miles at $0.575/mile)</td>
<td></td>
<td></td>
<td><strong>$172.50</strong></td>
</tr>
<tr>
<td><strong>Total Other Direct Cost</strong></td>
<td></td>
<td></td>
<td><strong>$172.50</strong></td>
</tr>
<tr>
<td><strong>Total for Professional Services</strong></td>
<td></td>
<td></td>
<td><strong>$29,148.50</strong></td>
</tr>
</tbody>
</table>
EXHIBIT 3
REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS

RockSol shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services; or

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

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

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

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

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the RockSol has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

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

**IF ROCKSOL VIOLATES ANY OF THE AFOREMENTIONED REQUIREMENTS OF THIS EXHIBIT 3, THE TOWN MAY TERMINATE THE CONTRACT FOR BREACH OF CONTRACT. IF THIS CONTRACT IS SO TERMINATED, CONTRACTOR SHALL BE LIABLE FOR ACTUAL DAMAGES TO THE TOWN OF JOHNSTOWN.**
AGENDA ITEM 7

Town Manager Report
TO: Honorable Mayor and Town Council Members
FROM: Matt LeCerf, Town Manager
DATE: June 1, 2020
CC: Town Staff
Local Media
SUBJECT: Town Manager’s Report

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

- 06/15/2020 – Regular Town Council Meeting
- 07/06/2020 – Regular Town Council Meeting
- 07/20/2020 – Regular Town Council Meeting

Administration, Finance, & Planning

- *Hwy 60 Bridge Design* – Staff continues to meet regularly with CDOT and BHA to coordinate the ultimate bridge design with the Town’s planned aesthetic improvements as the bridge is rebuilt in conjunction with the current I-25 Northern Express Lane project.
- *Business Licensing Module* – Staff has ordered new business licensing software through Caselle. We will begin the integration into the new system over the next few months.
- *2021 Budget* – Worksheets are in the process of being prepared for the FY 2021 Budget process.
- *2019 Audit* – Audit is scheduled to begin June 15th.
- *CentralSquare* – Staff finalized all configuration workbooks for initial software build; CentralSquare intends to deliver testing software to the Town in late June. We will begin staff training at that time, and test the configuration prior to a Fall completion date.
- *Thompson River Ranch Update* – As of April 30, 2020, 79 (66%) of the 120 building permits that trigger the completion of High Plains Blvd / LCR 3, per current development agreements, have been issued. 127 (25%) permits have been issued towards the 500 Certificate of Occupancy trigger for the clubhouse and park area.
- *Weld Co Rezone Update* – The Weld Co. application to rezone property within Johnstown’s GMA to “I-3” will be heard at county Planning Commission at 9 AM, June

The Community That Cares
16th; and BOCC, 10 AM, July 22nd. **Weld County E-Permit Center** has materials and referral comments available online for Case# COZ20-0004.

- **Comprehensive Plan** – Phase 1 of the planning effort is coming to a close. The Steering Committee met May 27th to review feedback received, and begin Phase 2 “Vision & Opportunities.” A remote Town Hall public meeting is planned for Wednesday, June 10th at 7 PM to present current information to the public, accept additional input, and kick-off Phase 2. We continue to update the [Comprehensive Plan](#) webpage, and reach out via social media.

- **Microgrant Program** – Currently 19 grant awards have been issued to local businesses in Johnstown. Another 6 are pending with additional information necessary and 1 application is currently under review for consideration. A total of $164,223 has been awarded to date.

- **EAIF Grant** – The Town is preparing a grant through the DOLA Energy Impact Grant Program. The scope of the work is for the stormwater improvements in the downtown section of Johnstown west of Parish Avenue and south of the high school where we have experienced regular flooding. The deadline for the application is August 1.

**Police Department**

**Training**

- **Undercover Operations Training** – Officer Cygan completed an 8-hour basic undercover course online that focuses on planning and execution of undercover operations.

**Community Policing, Outreach & Miscellaneous Items**

- **Community Participation** – JPD has participated in numerous birthday parties and graduation party parades over the last couple of weeks. JPD also assisted Weld RE5J in the planning and participation of an elementary school graduation parade and the Roosevelt High School graduation parade.

**Public Works Department**

**Streets, Stormwater, & Parks**

- **Thanks to Crews and Staff** – May 18th was the start of Public Works Appreciation Week. I would like to send a personal Thank You to all Public Works staff and employees. I very much appreciate your efforts, especially during the COVID 19 pandemic! Our Country is blessed to have first responders like police, fire, EMS, doctors and nurses, grocery store workers and the sometimes-un-noticed public works employees who put their jobs first. Thanks for all that you do!

- **Cemetery** – Crews worked hard to prep the cemetery for Memorial Day. The driveway was patched and all sites were sodded. Unfortunately, we also had two funerals to prepare for. Staff is still working on the review for the columbarium and hoping to have a request for Council by June 15.

- **Parks** – All parks have been opened and staff is continuing to disinfect equipment. Grass is green and growing and keeping crews busy.

- **Streets** – Grading of CR 3 has become a weekly event due to extra traffic from the closure of the East Frontage Road and WCR 17 and WCR 54 intersection. We will apply mag chloride to CR3 and 20C to help with dust control and prevent wash boarding and ruts.
• *Concrete* – We hired the same concrete company that completed the Hays Park Trail and Hwy 60 Curb and Gutter project to replace various handicap ramps in Town. This company will also install the new ramp for the crosswalk at Molinar and Parish leading to the YMCA. Once installed, we will be installing the pedestrian lighted crosswalk.

• *CR 50* – The CR50 project will start the week of June 8th. The Little Thompson Water District finished installing their water line and the two RCP crossings.

• *Town Reservoir* – Water is now running into the lake! We started receiving water on May 22nd. A new staff gauge was installed to help with visual reading. We are also reading lake depth via telemetry.

**Water and Wastewater Plants**

• *Central Plant WWTP* – The aeration project at the Central WWTP is almost complete. The manual bar screen should be installed within two weeks, completing the project.

• *Low Point Expansion* – Aqua Engineering started the assessment as required by CDPHE on May 19th. They will be submitting their report to the Town for our review and submittal to CDPHE by July 13th. They also reviewed possible needs for future expansion.

• *Water Plant* – The media project is complete. Glacier Construction and J&T Consultants did a great job designing and overseeing the project. Glacier Construction is installing a new Polymer Fill Line to help with the water treatment process. The two water storage tanks will have top tank vents installed by Glacier the week of June 8th as required by CDPHE.
AGENDA ITEM 10A

I-25 Gateway Center Filing #4
PUD Amendment No. Three
*PUBLIC HEARING PROCEDURE – Amendment to the I-25 Gateway Center Filing No. 4 PUD Amendment No. 3*

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Receive information from public.
   a. Ask to hear from anyone who supports the Amendment.
   b. Ask to hear from anyone who opposes the Amendment.
5. Receive rebuttal from applicant. *(Discretionary and only if warranted at the time.)*
6. Additional questions from Council, if any. *(Council may ask questions at any time until the hearing is closed.)*
7. Close the public hearing.
8. Discussion and deliberation among Council.
9. Make a decision and/or motion from Council.

**SUGGESTED MOTIONS**

**For Approval:** I move that we approve Ordinance 2020-180, an Ordinance Approving I-25 Gateway Center Filing No. 4 PUD Amendment No. 3, Amending the Outline Development Plan for Property Located in the Southeast Quarter of Section 3, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado on 1st reading.

For Denial: I move that we deny Ordinance 2020-180.
TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: June 1, 2020

ITEM NUMBER: 10-A

SUBJECT:
1: Public Hearing - I-25 Gateway Center Filing No. Four PUD Amendment No. 3
2: 1st Reading of Ordinance 2020-180

ACTION PROPOSED:
1: Consider the I-25 Gateway Center Filing No. Four PUD Amendment No. 3, to the Outline Development Plan
2: Consider Ordinance 2020-180

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:
I-25 Gateway Center, LLC, owner of the lots this amendment impacts, requests an amendment to the I-25 Gateway Center Filing No Four PUD Outline Development Plan, which would:

- Add Vehicle Sales and Rental as a Conditional Use to Lots 4 and 5 along I-25 frontage, only
- Add Subsection 4, under E Development Standards, to provide additional detail on vehicle sales and rental display requirements.
- Modify a standard parking space length to be 18 feet (vs 20 feet), if it does not interfere with an ADA-required walkway, and/or the space overhangs a landscape area or walk with a minimum width of 6 feet
- Amend Section G.2., with deletion of references to Temporary Signs, to default to municipal code
- Amend Section J.3.B Architecture – removes the requirement that roof color must be dark green.

Staff comments, analysis, and recommendations are found in a memo addressed to the Planning & Zoning Commission dated May 13, 2020 (copy attached). A public hearing on this project was held on May 13, 2020, by Planning & Zoning Commission – no public input was received. The Commission recommended approval by the Town Council of the proposed amendment, with one condition that provided for minor housekeeping and editing updates – all of which have been completed and are reflected in the document attached to this memo as well as being an exhibit to the proposed Ordinance which would enact this amendment.

LEGAL ADVICE: The Town Attorney has reviewed the amended PUD and prepared the proposed Ordinance.

FINANCIAL ADVICE: No impact anticipated.

RECOMMENDED ACTION: Consider Approval of Ordinance 2020-180, amending the PUD Outline Development Plan.

SUGGESTED MOTIONS: for 1st Reading of Ordinance 2020-180

Approval: I move that we approve Ordinance 2020-180 on 1st reading.
Denial: I move that we deny Ordinance 2020-180 on 1st reading.

Reviewed:

___________________________
Town Manager
AN ORDINANCE APPROVING I-25 GATEWAY CENTER FILING NO. FOUR PUD AMENDMENT NO. THREE, AMENDING THE OUTLINE DEVELOPMENT PLAN FOR PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONTAINING APPROXIMATELY 45.457 ACRES.

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

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

WHEREAS, I-25 Gateway Center, LLC, a Colorado limited liability company, submitted an application to amend the outline development plan (“ODP”) for Gateway Center Filing No. 4; and

WHEREAS, on May 13, 2020, the Planning and Zoning Commission conducted a public hearing and recommended approval of the proposed amendments to the ODP subject to a condition, which condition has been satisfied; and

WHEREAS, on June 1, 2020, the Town Council conducted a public hearing to consider the proposed amendments to the ODP, which included: (i) adding vehicle sales and rentals as a conditional use and providing details regarding the display requirements, (ii) modifying the standard parking space length to eighteen (18) feet on the condition that the space does not interfere with walkways required by the Americans with Disabilities Act and provides a minimum width of six (6) feet when adjacent to landscaped areas or walkways; (iii) removing the right to post temporary signs; and (iv) removing the requirement that roof colors be dark green; and

WHEREAS, based upon the evidence presented at the public hearing and the recommendation of the Planning and Zoning Commission, the Town Council finds that the proposed amendments to the outline development plan for the I-25 Gateway Center, Filing No. 4, are appropriate and in the best interests of the Town.

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

Section 1. Approval of Amended Outline Development Plan. The I-25 Gateway Center, Filing No. Four P.U.D. Amendment No. Three, Outline Development Plan - Final Development
Plan, related to property located in the Southeast Quarter of Section 3, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, containing approximately 45.457 acres, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

Section 2. Publication; Effective Date; Recording. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk. Upon its effective date, the Town Clerk is hereby directed to record the I-25 Gateway Center, Filing No. Four-P.U.D. Amendment No. Three, Outline Development Plan-Final Development Plan, as depicted on Exhibit A, with the Office of the Weld County Clerk and Recorder.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of __________________, 2020.

ATTEST:

By:___________________________________ By:_________________________________
Diana Seele, Town Clerk          Gary Lebsack, Mayor

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

ATTEST:

By:___________________________________ By:_________________________________
Diana Seele, Town Clerk          Gary Lebsack, Mayor
PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

ITEM: Amendment to I-25 Gateway Center Filing Four PUD

PROJECT: I-25 Gateway Center Filing Four PUD Amendment No. 3

LOCATION: West of I-25 / North of Hwy 60

APPLICANT: Vogel & Associates, on behalf of Gateway Owners, LLC (owner)

STAFF: Kim Meyer, Planning & Development Director

HEARING DATE: May 13, 2020

EXECUTIVE SUMMARY
The Town of Johnstown is considering a request for an amendment to the text of the I-25 Gateway Center Filing Four PUD. The amendment will:

• Add Vehicle Sales and Rental as a Conditional Use
• Adds Subsection 4, under E Development Standards, to provide additional detail on vehicle sales and rental display requirements.
• Modification to allow a standard parking space length to be 18 feet (vs 20 feet), if it does not interfere with an ADA-required walkway, and/or the space overhangs a landscape area or walk with a minimum width of 6 feet.
• Amendment to Section G.2. Temporary Signs provides for temporary signs, but removes the ability to post signs off-site, in keeping with typical town standards.
• Amendment to Section J.3.B Architecture – removes the requirement that roof color must be dark green.

PROPERTY DATA
Location: North of WCR 48, East of I-25 in the Gateway Center Subdivision
Property Size: 45.46 Acres
Current Zoning/Land Use(s): PUD-B - “I-25 Gateway Center Filing No Four”
Surrounding Zoning/Land Uses: North: Weld Co “A” Agriculture zone district
South: PUD-MU – vacant (development proposal pending)
East: I-25 and PUD-MU – “Vista Commons,” vacant
West: Gateway Commercial (GC) zone district – light industrial

BACKGROUND
Annexation: Gateway Center Annexation No 2, 02/05/1996, 159.19 acres
Subdivision: I-25 Gateway Center Filing No Four, 03/14/2003, 45.46 acres
Zoning: Gateway zone district I-25 Gateway Center, 02/05/1996
PUD-B Overlay “I-25 Gateway Center Filing No Four PUD,” 10/21/2002, (ORD 2002-699); PUD Amendment #2 July 2019 (ORD 2019-163)
This PUD overlay district was approved in 2002. The PUD document created three use areas – A, B, and C. Area A (9.17 ac.) permits retail and commercial uses, further clarified in the document; Area B (13.96 ac) permits Uses in A, in addition to select light industrial uses; Area C (16.96 ac.) permits all uses in A and B, plus an expanded list of light industrial uses. The I-25 Gateway PUD applies to only those lots identified in the PUD map, the remainder of the “Gateway Subdivision” was zoned to the Gateway zoning district, a modified industrial district in the Johnstown Municipal Code.

ANALYSIS OF THE SITE, PROJECT, AND POTENTIAL IMPACTS

Site: The area of the PUD itself poses no atypical or notable conditions (i.e., topography, geometry, context) that would negatively impact or restrict the ability to reasonably develop and use these lots for the uses listed and proposed in the PUD documents. The current PUD list of uses provides a wide range of retail, commercial, and light industrial uses that are permitted and accessory in nature. There are no special or conditional uses listed in the current PUD.

Land Use Amendment Proposed:
The land use change proposed include the addition of Principal Uses permitted by Conditional Use Grant: Vehicles Sales and Rental (Lot 4 & 5 only), and Vehicle Sales and Rental Service and Repair to “Area B.” This modifies the language in Section D of the PUD text, which outlines the permitted uses within each of the Areas identified on the PUD. Subsection D.1. Current general uses by Area, include:
- Area A lists primarily retail and personal service, offices, lodging. No changes are proposed to this area.
- Area B (D.2) includes all uses included in Area A plus several light industrial warehousing type uses.
- Area C (D.3) includes all uses for Area A & B, with some heavier industrial uses, outdoor storage on specific lots internal to the development, and currently includes equipment and vehicle sales and rental.

The option to add this single use to specific lots in Area B provides a less impactful alternative than changing the boundary of Area C to include those same lots, which would open up those lots to much heavier intensity uses. Staff sees the Vehicle Sales and Rental on these lots as a more palatable option, and a potentially compatible use as uses along I-25 increase in intensity from retail at the south to the heavier industrial uses permitted in Area C.

A Conditional Use Grant review, as proposed for this additional use, would entail a public hearing with PZC and the Town Council, and allow the addition of “conditions” to mitigate or alleviate potential negative impacts to the area.

Development Standards Amendment Proposed:
To accommodate the proposed land use changes, the PUD language is proposed to be amended in Section E.4 to provide more detailed standards that a vehicle sales and rental area would need to meet. The language in the PUD appears below with suggested edits by Staff notated by brackets, [edit], to include:

4. Vehicle Sales and Rental
   A. Display of vehicles shall be on hot-mix asphalt or concrete and shall not impact existing landscape areas or encroach landscape buffers.
   B. No merchandise shall be placed for sale or display with[in] any public rights-of-way, or landscape areas.
   C. Outdoor displays of merchandise shall be located within areas that are accessible to and safe for pedestrian access.
D. Any business engaged in vehicle sales or rentals shall have a principal building consisting of a minimum of 500-SF in size. The building shall be a permanent structure, modular or portable buildings, or mobile homes, shall not be permitted.

E. Elevated platforms shall be permitted with a max. of two paired platforms [4 vehicles total] located at 100’ intervals.

F. The base of elevated platforms shall include an architectural skirt and shrubs.

G. Elevated platform shall be a maximum of 8’ from finished grade.

H. Outdoor parking and display areas adjacent to I-25 shall include 3-foot high screen wall, 3-foot berm, or double row of shrubs planted 3-feet on center.

I. Pole lights shall be a maximum of 25-feet in height and shall be downcast/cutoff fixtures.

These standards create required screening and landscaping and other requirements that address how and where to display vehicles. Additional conditions could also be required through the hearing process. Staff’s proposed edits are included as a recommended condition of approval for this PUD.

Other Amendments Proposed:
In the Section D, the applicant proposed to modify the length of a standard parking space to be eighteen (18) feet, versus the typical twenty (20) foot space. This reduction in length is only permitted, if it does not interfere with an ADA-required walkway, and/or the 18’ space overhangs a landscape area, or walk with a minimum width of 6 feet. Staff is comfortable with this proposed modification.

A proposed amendment to Section G.2. Temporary Signs continues to permit temporary signs on individual lots, but removes the ability to post signs off-site, in keeping with typical town standards. While this proposed amendment is definitely working in the right direction and Staff approves of the amendment, Staff would prefer to not have separate allowances for temporary signs than may be permitted throughout the rest of the town. It makes our codes quite difficult to enforce and promotes varied requirements in different parts of town, which may lead to an equity issue in the future. Sign requirements within a PUD should speak to cohesive design and scale, use of materials to provide a higher standard than town codes, not be more permissive. Staff would recommend this section be stricken from the PUD document, which permits Johnstown Municipal Code, then, to be the default regulations.

Section J.3.B Architecture also has a proposed amendment, removing the requirement that roof color must be dark green. Staff concurs that this may be too limiting, and agrees with the proposed removal of this language in the hope of encouraging a more diverse and attractive collective architecture in this Gateway area of town.

Area/Neighborhood: The Gateway subdivision has developed with light industrial-type uses in large areas of the lots that are a block back from I-25, with the retail convenience store and car wash at the southeast interchange corner, and a new liquor store along Gateway Drive.

Traffic/Transportation Impact: The impact of the proposed amendments would not be anticipated to significantly or adversely affect anticipated traffic volumes, patterns, or systems in the development.

Infrastructure (Water/Wastewater): No significant impact anticipated.

Stormwater Management / Floodplain: This area is not in a designated floodplain.
COMPREHENSIVE PLAN REVIEW & ANALYSIS

Goal CF 2 Beautiful Town gateways and entries at major intersections.
Private development is encouraged to assist in creating the Gateways by... reinforcing the desired image through landscape treatment.

Goal CF-3 An enhanced character of development and overall image.
Commercial and employment design. All commercial and employment development should provide a safe, healthy and aesthetically-pleasing environment that does not adversely affect surrounding area.

Screening. Provide screening of service or loading areas, or other non-essential site features, with landscaping, screen walls, fences, or other means between incompatible land uses or site areas.

Gateway Center (Chapter 3 inset)
Gateways are the recognizable entries to the community and are typically associated with the local highway and arterial corridors. Gateway locations provide opportunities to both identify the community and to promote the desired community image.

Gateway Centers mark the entryways into the Town of Johnstown. As denoted on the Land Use Framework Map, these Gateway Centers are intended to provide regional-serving retail and office uses, as well as an assortment of medium to high density housing options. Typically, the average residential density within and around the center area is 8 to 12 dwelling units per gross acre.

The mixed-use economic center could include larger economic anchors including well designed big box retail. Commercial square footage will generally exceed 200,000 square feet. The center could also include a central park or plaza. Gateway Centers will typically be a minimum of 40 acres, and should include accompanying design guidelines to ensure developments are befitting of the Town of Johnstown. Design elements should include facades treatments, landscaping, plazas, public art and other gateway elements.

Desirable Gateway Centers include I-25 interchanges and major intersections along US 34 and SH60. Gateway Centers should link to regional transit opportunities and include locations for park-and-ride and BRT facilities.

This PUD is aptly titled the I-25 Gateway Center as it is placed firmly on a hard corner of the I-25 and Hwy 60/WCR 48 interchange – Johnstown’s primary highway interchange from I-25. Staff believes this area is a vital contributor to Johnstown’s image and identity in the region, which is likely why much of the land immediately adjacent to the I-25 corridor in this PUD was originally designated for retail and lighter-intensity commercial and light industrial uses.

The proposed land use amendment affects the potential use of the two lots (4 and 5) that separate the more retail WCR48 frontage corner (Area A) from the higher intensity, more industrial land uses permitted in Area C to the north. All prior land uses in this Area B area will remain as options, with the added potential for Vehicle Sales and Rental – as a Conditional Use – on those two lots. A Conditional Use Grant project is subject to both PZC and Town Council approval, often with a community meeting, as well; and provides the ability to include special conditions that mitigate what may otherwise pose negative impacts on adjoining lots, the neighborhood, or the overall community.
COMMUNITY / NEIGHBORHOOD RESPONSE
This public hearing was posted in the Johnstown Breeze on Thursday, April 23, 2020; mailed notices were sent to all property owners within 500 feet of the boundaries of the PUD. No neighborhood meeting was required. As of the date of publication of this Staff Report, no inquiries or comments were received by Staff.

STAFF SUMMARY
Overall, the proposed amendments to the PUD language are acceptable. The addition of a Condition Use provides some additional assurances that the Town may review each unique project proposal with additional scrutiny and ensure potential adverse impacts are mitigated. The Development Standards offer some basic guidance to developers on elements to incorporate if this use is proposed. The proposed amendments to the parking stall length and architecture seem appropriate. The amendment to the temporary signs section is welcome, but Staff maintains the desire to regulate temporary signs on a town-wise code basis rather than PUD by PUD.

STAFF RECOMMENDATION
Approval with Conditions

RECOMMENDED PLANNING COMMISSION FINDINGS AND MOTIONS
Based on the application received and the preceding analysis, the Planning & Zoning Commission finds that the proposed request for the I-25 Gateway Center Filing No. Four PUD, Amendment No 3, as amended by the following conditions, furthers the Town’s Comprehensive Plan goals, is compatible with all other applicable Town standards and regulations, and maintains the harmonious relationships stated in the PUD-B purpose… and therefore moves to recommend to the Town Council approval of the proposed PUD amendment, with the following conditions:

1. Minor edits to Subsection D.4 to provide greater clarity, as indicated in the preceding analysis, shall be completed, and revised PUD plans provided to Staff prior to Town Council hearings.

Alternate Motions
A. No Conditions:
Motion to Approve with no Conditions: “…and therefore moves to recommend to the Town Council approval of the I-25 Gateway Center Filing No. Four PUD, Amendment No. 3 as presented.”

B. Deny:
Motion to Deny: “I move that the Commission recommend to the Town Council denial of the I-25 Gateway Center Filing No. Four PUD, Amendment No 3, with the following findings: the proposed amendment…”

Examples/options:

1. is not in keeping with or furthering the Comprehensive Plan with regard to protecting the Town’s Gateway areas.
2. introduces a use that the Commission finds incompatible with the surrounding area and the intent of the PUD and the Comprehensive Plan
ATTACHMENTS

A  Vicinity Map

B  Application Materials & PUD Plan document
Subject Property

Area of Detail

ZON20-001
I-25 Gateway PUD 3rd Amd
N/W Corner of WCR 48 & I-25
I-25 GATEWAY CENTER, FILING NO. FOUR-P.U.D AMENDMENT NO. THREE
OUTLINE DEVELOPMENT PLAN-FINAL DEVELOPMENT PLAN

A TRACT OF LAND LOCATED IN THE SOUTH QUARTER (1/4) OF SECTION 3, TOWNSHIP 44 N, RANGE 68 W, OF THE SIXTH SOUTHERN MERIDIAN, TOWN OF JUNIATA, COUNTY OF WELD, STATE OF COLORADO,
CONTAINING 45.47 ACRES.

SAID TRACT ALSO BEING A REPLAT OF:
A) I-25 GATEWAY CENTER, FILING NO. ONE,
B) OUTLOT B, I-25 GATEWAY CENTER, FILING NO. TWO, REPLAT A,
C) OUTLOT X, I-25 GATEWAY CENTER, FILING NO. FIVE,
D) LOT 2, BLOCK 2, LOTS X AND X, I-25 GATEWAY CENTER, FILING NO. SIX.

1. TABLE OF TABLES:

<table>
<thead>
<tr>
<th>Table</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Table 1</td>
<td>Development Schedule</td>
</tr>
<tr>
<td>Table 2</td>
<td>Site Plan</td>
</tr>
<tr>
<td>Table 3</td>
<td>Land Use Plan</td>
</tr>
<tr>
<td>Table 4</td>
<td>Zoning Plan</td>
</tr>
<tr>
<td>Table 5</td>
<td>Utilities Plan</td>
</tr>
</tbody>
</table>

1. DEVELOPMENT SCHEDULE:

- **Development Phase 1:** Land Clearing and Foundation Work
- **Development Phase 2:** Structural Construction
- **Development Phase 3:** Interior Finishing
- **Development Phase 4:** Exterior Finishing
- **Development Phase 5:** Landscaping and Site Development

1. SITE PLAN:

- Outline of existing conditions
- Proposed development footprint
- Access routes
- Utilities layout
- detention pond

1. LAND USE PLAN:

- Commercial zones
- Residential zones
- Industrial zones
- Open space

1. ZONING PLAN:

- Zoning regulations
- Site plan approvals
- Variance requests

1. UTILITIES PLAN:

- Water supply
- Sewer system
- Electrical grid
- Gas lines

1. CONCLUSIONS:

- The development will adhere to all local and state regulations.
- The project is in compliance with the master plan for the area.
- The project will provide significant economic benefits to the community.

JOB NO: 52-2097-017
PAGE 1 OF 2
AGENDA ITEM 10B

Agreement for Professional Services
Otak, Inc.
AGENDA DATE: June 1, 2020

ITEM NUMBER: 10B

SUBJECT: Agreement for Professional Services between the Town of Johnstown and Otak, Inc.

ACTION PROPOSED: Approve the Agreement for Professional Services between the Town of Johnstown and Otak, Inc.

ATTACHMENTS: 1. Agreement for Professional Services
2. Otak’s RFP Response to the Little Thompson River Trail Project

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:
Enclosed for your review and consideration, is a proposed agreement between the Town of Johnstown and Otak, Inc for professional services related to the Little Thompson River Trail Project. Specifically, the agreement will be for the purposes of engineering design of this trail segment. The trail will run parallel to the Little Thompson River north of WCR 46.5 and bordered by the railroad tracks to the West and Weld CR 19 to the East.

As you may recall, this project is associated with a grant that was issued through the Northern Front Range Metropolitan and Planning Organization, specifically supported with a $250,000 grant. The Town is required to match this grant with a 20% cash match. Given the fact that this is a Davis-Bacon project and has some notable environmental components with it, specifically flood plain evaluation, wetland evaluation, and endangered species habitat protection, the Town budgeted $150,000 for this project. In total, $400,000 is allocated towards this project.

In January 2020, the Town of Johnstown issued an RFP for professional design services related to this project. The project is required to follow the CDOT local agency guidelines for design, construction, and construction management purposes. This requires, as part of the design service evaluation, that sealed bid prices be provided for design and they are not a condition for which an award is made. The Town received eight responses to the requested proposal which were due on March 23, 2020. Staff reviewed each of the submittals based on identified evaluation criteria, using what is commonly referred to as a Qualification Based Selection Criteria. Based on those entities which submitted, the Town selected and graded Otak, Inc with the highest point total. The engineering design services, based on the bid, is a total cost of $118,055. This number has been modified slightly based on a review of the scope of work and has an adjusted propose of design services cost of $109,455.

Staff is requesting the award of up to $118,055 for any unanticipated costs that may occur during the design phase of the project.
LEGAL ADVICE:
The agreement was reviewed and drafted by the Town Attorney.

FINANCIAL ADVICE:
Funds have been allocated in FY 2020 in the amount of $400,000.

RECOMMENDED ACTION:
Approve.

SUGGESTED MOTIONS:

For Approval:
I move to approve the agreement for professional services between The Town of Johnstown and Otak, Inc. as presented with a not to exceed amount of $118,055 as authorized by the Town Manager.

For Denial:
I move to deny the agreement for professional services between The Town of Johnstown and Otak, Inc. as presented.

Reviewed and Approved for Presentation:

__________________________
Town Manager
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this ___ day of _____________, 2020 (the "Effective Date"), by and between the Town of Johnstown, a Colorado home-rule municipal corporation with an address of 450 S. Parish Ave., Johnstown, CO 80534 (the "Town"), and Otak, Inc., a Colorado corporation with a principal place of business at 371 Centennial Parkway, Suite 210, Louisville, Colorado 80027 ("Consultant") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. **SCOPE OF SERVICES**

   A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

   B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. **TERM AND TERMINATION**

   A. This Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

   B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. **COMPENSATION**

   A. In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed $109,455.00. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant shall invoice its actual labor hours spent on a
monthly basis at the rates agreed in this Agreement.

B. Notwithstanding the maximum specified in the Section, Consultant shall be paid only for work performed at rates and terms set forth in Exhibit B. If Consultant completes the Scope of Services for less than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant, shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Consultant.

VI. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes. The Town shall not provide benefits of any kind to Consultant. The Town shall not be responsible for withholding any portion of Consultant’s compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers’ compensation, or other taxes or benefits. CONSULTANT IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON FUNDS PAID PURSUANT TO THIS AGREEMENT. As long as there is not a conflict of interest with the Town, Consultant may engage in any other lawful business activities during the term of this Agreement.

VII. INSURANCE
A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to
Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Consultant has employees, Consultant 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.

2. Consultant shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Consultant shall: notify the subcontractor and the Town within 3 days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Consultant shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable
request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. Breach. If Consultant violates any of the aforementioned requirements in this Section IX., the Town may terminate the Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to the Town.

X. REQUIRED STATE PROVISIONS

A. The design work under this Agreement shall be compatible with the requirements of the contract between the Town and the State of Colorado (the "State") for the design/construction of the project, which contract is incorporated herein by this reference. The State is an intended third-party beneficiary of this Agreement for that purpose.

B. Upon advertisement of the project work for construction, Consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

C. The State, in its sole discretion, may review construction plans, special provisions and estimate and may require the Town to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

XI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. Except as expressly provided herein, there are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement. Notice may also be provided by electronic mail on the condition that the recipient acknowledges receipt of the electronic mail correspondence and does not promptly object to the form of notice.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
G. **Modification.** This Agreement may only be modified upon written agreement of the Parties.

H. **Assignment.** Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. **Governmental Immunity.** The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. **Rights and Remedies.** The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. **Subject to Annual Appropriation.** Consistent with Article X, § 20 of the Colorado Constitution and Section 29-1-110, C.R.S., as amended, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

M. **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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF JOHNSTOWN, COLORADO**

____________________________
Gary Lebsack, Mayor

ATTEST:

____________________________
Diana Seele, Town Clerk
OTAK, INC.

By: _________________________
    Printed name: _____________
    Title: _________________

STATE OF COLORADO )
                      ) ss.
COUNTY OF___________)

    The foregoing instrument was subscribed, sworn to and acknowledged before me this day
of__________________, 2020, by__________________________ as________________________
of Otak, Inc.

    My commission expires:

(S E A L)

__________________________
Notary Public
EXHIBIT A

Scope:

The purpose of this project is to plan and design a 10-foot-wide concrete trail along the Little Thompson River, north of CR 46.5, from the Great Western Railway to CR 19, serving as a multimodal transportation and recreation opportunity connecting Johnstown and Milliken. Specific elements to be provided by the consultant include the following:

Conceptual Design
- Kickoff meeting agenda and minutes
- Initial alignment alternatives (project overview map)
- Field flagging of alignment
- Mapping of field flagged alignments
- Public meeting displays, sign in sheet, questionnaire

Preliminary Design/FIR
- FIR plans (title sheet, site plan, general notes, typical sections, plan and profile sheets at 40 scale, cross sections at 50 feet)
- FIR cost estimate
- FIR meeting (agenda, meeting minutes)
- Written summary of comments and responses

Final Design/FOR
- FOR plans (title sheet, site plan, general notes, typical sections, tabulations, construction details, plan and profile sheets at 40 scale, cross sections at 50 feet)
- FOR cost estimate
- Project special provisions
- FOR meeting (agenda, meeting minutes)
- Written summary of comments and responses

Final Construction Documents
- Bid plans (title sheet, site plan, general notes, typical sections, tabulations, construction details, plan and profile sheets at 40 scale, cross sections at 50 feet)
- Final cost estimate and bid form
- Project special provisions, standard special provisions, assistance with assembly of final construction manual
- Clearance letters

Survey
- Topographic survey for 75 foot swathe based on flagged alignment
- Boundary determination
- Utility locates
• CDOT-compliant control sheet

Environmental
• Wetlands delineation and T&E Habitat Assessment
• CDOT Biological Resource Report
• Initial site assessment
• CDOT Non-Programmatic CatEx
## Information Gathering

<table>
<thead>
<tr>
<th>Task Description</th>
<th>201</th>
<th>152</th>
<th>119</th>
<th>109</th>
<th>78</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Scoping</td>
<td>$804</td>
<td>$804</td>
<td>$804</td>
<td>$804</td>
<td>$804</td>
</tr>
<tr>
<td>Kick-Off Meeting</td>
<td>$1,589</td>
<td>$1,589</td>
<td>$1,589</td>
<td>$1,589</td>
<td>$1,589</td>
</tr>
<tr>
<td>Wetlands Delineation and T&amp;E Habitat Assessment</td>
<td>$201</td>
<td>$201</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Initial Mapping</td>
<td>$592</td>
<td>$592</td>
<td>$592</td>
<td>$1,578</td>
<td>$1,578</td>
</tr>
</tbody>
</table>

## Conceptual Design

<table>
<thead>
<tr>
<th>Task Description</th>
<th>26</th>
<th>12</th>
<th>60</th>
<th>70</th>
<th>70</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Alignment Alternatives</td>
<td>$2,156</td>
<td>$2,156</td>
<td>$2,156</td>
<td>$2,156</td>
<td>$2,156</td>
</tr>
<tr>
<td>Field Flagging of Alignment Alternatives</td>
<td>$3,840</td>
<td>$3,840</td>
<td>$3,840</td>
<td>$3,840</td>
<td>$3,840</td>
</tr>
<tr>
<td>Field Review of Alignment</td>
<td>$1,591</td>
<td>$1,591</td>
<td>$1,591</td>
<td>$1,591</td>
<td>$1,591</td>
</tr>
<tr>
<td>PWS &amp; CPW Consultation - Not Included</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Public Lighting Session</td>
<td>$1,994</td>
<td>$1,994</td>
<td>$1,994</td>
<td>$1,994</td>
<td>$1,994</td>
</tr>
<tr>
<td>Topographic Survey</td>
<td>$238</td>
<td>$238</td>
<td>$238</td>
<td>$238</td>
<td>$238</td>
</tr>
</tbody>
</table>

## Preliminary Design/FIR

<table>
<thead>
<tr>
<th>Task Description</th>
<th>1</th>
<th>$119</th>
<th>$119</th>
<th>$700</th>
<th>$700</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDOT Compliant Survey Control Map</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Topographic Survey</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Cross Sections</td>
<td>$750</td>
<td>$750</td>
<td>$750</td>
<td>$750</td>
<td>$750</td>
</tr>
</tbody>
</table>

## Final Design/FOR

### 1. Information Gathering

<table>
<thead>
<tr>
<th>Task Description</th>
<th>12</th>
<th>4</th>
<th>3</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Sheets - Title Sheet, Site Plan, General Notes</td>
<td>$735</td>
<td>$735</td>
<td>$735</td>
<td>$735</td>
<td>$735</td>
</tr>
<tr>
<td>Final Plan and Profile</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
</tr>
</tbody>
</table>

### 2. Conceptual Design

<table>
<thead>
<tr>
<th>Task Description</th>
<th>4</th>
<th>6</th>
<th>5</th>
<th>6</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trail Plan and Profile</td>
<td>$7,944</td>
<td>$7,944</td>
<td>$7,944</td>
<td>$7,944</td>
<td>$7,944</td>
</tr>
<tr>
<td>Cross Sections</td>
<td>$476</td>
<td>$476</td>
<td>$476</td>
<td>$476</td>
<td>$476</td>
</tr>
</tbody>
</table>

### 3. Preliminary Design/FIR

<table>
<thead>
<tr>
<th>Task Description</th>
<th>4</th>
<th>3</th>
<th>2</th>
<th>1</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Sheets - Title Sheet, Site Plan, General Notes</td>
<td>$2,358</td>
<td>$2,358</td>
<td>$2,358</td>
<td>$2,358</td>
<td>$2,358</td>
</tr>
<tr>
<td>Trail Plan and Profile</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
</tr>
</tbody>
</table>

### 4. Final Design/FOR

<table>
<thead>
<tr>
<th>Task Description</th>
<th>5</th>
<th>5</th>
<th>5</th>
<th>5</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Sheets - Title Sheet, Site Plan, General Notes</td>
<td>$735</td>
<td>$735</td>
<td>$735</td>
<td>$735</td>
<td>$735</td>
</tr>
<tr>
<td>Final Plan and Profile</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
</tr>
</tbody>
</table>

### 5. Construction Documents & Bidding

<table>
<thead>
<tr>
<th>Task Description</th>
<th>1</th>
<th>2</th>
<th>8</th>
<th>6</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final Plan Revisions for Advertisement</td>
<td>$2,858</td>
<td>$2,858</td>
<td>$2,858</td>
<td>$2,858</td>
<td>$2,858</td>
</tr>
<tr>
<td>Project Special Provisions and Standard Special Provision</td>
<td>$1,432</td>
<td>$1,432</td>
<td>$1,432</td>
<td>$1,432</td>
<td>$1,432</td>
</tr>
<tr>
<td>Final Cost Estimate and Bid Form</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
</tr>
<tr>
<td>Tabulations and Quantities</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
</tr>
<tr>
<td>Construction Details</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
</tr>
</tbody>
</table>

### 6. Project Management

<table>
<thead>
<tr>
<th>Task Description</th>
<th>12</th>
<th>12</th>
<th>12</th>
<th>12</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management &amp; Coordination</td>
<td>$8,988</td>
<td>$8,988</td>
<td>$8,988</td>
<td>$8,988</td>
<td>$8,988</td>
</tr>
</tbody>
</table>

### 7. Potential Additional Services Not Included in Base Fee

<table>
<thead>
<tr>
<th>Task Description</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Geotechnical Investigations and Pavement Design</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>SUE</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Drainage Report</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Hydraulics Studies, CLOMR, etc.</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Investigation of New Alignment Alternatives after FIR Submittal</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Structural Design of Bridges</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Formal Consultation with Fish and Wildlife Service</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

## Rates

<table>
<thead>
<tr>
<th>Rate $</th>
<th>201</th>
<th>152</th>
<th>119</th>
<th>109</th>
<th>78</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>$804</td>
<td>$804</td>
<td>$804</td>
<td>$804</td>
<td>$804</td>
</tr>
<tr>
<td>152</td>
<td>$1,589</td>
<td>$1,589</td>
<td>$1,589</td>
<td>$1,589</td>
<td>$1,589</td>
</tr>
<tr>
<td>119</td>
<td>$201</td>
<td>$201</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>109</td>
<td>$592</td>
<td>$592</td>
<td>$592</td>
<td>$1,578</td>
<td>$1,578</td>
</tr>
<tr>
<td>78</td>
<td>$2,156</td>
<td>$2,156</td>
<td>$2,156</td>
<td>$2,156</td>
<td>$2,156</td>
</tr>
<tr>
<td>26</td>
<td>$735</td>
<td>$735</td>
<td>$735</td>
<td>$735</td>
<td>$735</td>
</tr>
<tr>
<td>12</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
</tr>
<tr>
<td>1</td>
<td>$7,944</td>
<td>$7,944</td>
<td>$7,944</td>
<td>$7,944</td>
<td>$7,944</td>
</tr>
<tr>
<td>4</td>
<td>$476</td>
<td>$476</td>
<td>$476</td>
<td>$476</td>
<td>$476</td>
</tr>
<tr>
<td>3</td>
<td>$2,358</td>
<td>$2,358</td>
<td>$2,358</td>
<td>$2,358</td>
<td>$2,358</td>
</tr>
<tr>
<td>2</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
<td>$577</td>
</tr>
<tr>
<td>8</td>
<td>$1,432</td>
<td>$1,432</td>
<td>$1,432</td>
<td>$1,432</td>
<td>$1,432</td>
</tr>
<tr>
<td>6</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
</tr>
<tr>
<td>3</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
<td>$1,116</td>
</tr>
<tr>
<td>12</td>
<td>$8,988</td>
<td>$8,988</td>
<td>$8,988</td>
<td>$8,988</td>
<td>$8,988</td>
</tr>
</tbody>
</table>

Total Amount: $109,458

**EXHIBIT B**
Little Thompson River Trail Project

Town of Johnstown

MARCH 23, 2020

PROJECT CONTACT

SCOTT BELONGER, PE, SENIOR PROJECT MANAGER
371 Centennial Parkway, Suite 210
Louisville, CO 80027
720.758.7717 | scott.belonger@otak.com
ADDENDUM #1

REQUEST FOR PROPOSAL
TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER TRAIL PROJECT

Notice to design engineers for the above reference project. All proposals should Sign and Date this document as acknowledgement that they have received this addendum. Please submit this addendum with the Request for Proposal response.

CHANGE ISSUED:

A Disadvantaged Business Enterprise (DBE) goal of 0% has been established for the design phase of this project.

Please submit this addendum with your proposal, which must be received at Town Hall by 5 p.m. on March 16, 2020

________________________ ____________________
Engineer Bidder Date

March 23, 2020
Date
ADDENDUM #2

REQUEST FOR PROPOSAL
TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER TRAIL PROJECT

Notice to design engineers for the above reference project. All proposals should Sign and Date this document as acknowledgement that they have received this addendum. Please submit this addendum with the Request for Proposal response.

CHANGES ISSUED:

VII Proposal Submission and Evaluation Criteria

Deadline Extension
- The Proposals deadline has been extended and is now changed to the following: All proposals must be received no later than **Monday, March 23, 2020 by 5 p.m. local time at the Town of Johnstown Town Hall.** Any additional questions are due by Wednesday March 18, 2020 not later than 4 p.m. to be submitted in writing to mcarani@townofjohnstown.com.

D. Approach to Work

The Proposal shall demonstrate the consultants understanding of the project and include a statement acknowledging the scope of services. The proposal shall also include a detailed description of the proposed approach to the project. A description shall include details to implement the tasks described in the scope of services. The consultant is encouraged to provide comments and enhancements to the scope provided in this RFP.

E. Schedule

The consultant shall provide a basic schedule of a proposed timeline for deliverables based on their capabilities and taking into consideration time which may be allotted to review by the Colorado Department of Transportation. The primary focus of this schedule will be the duration of the elements performed by the consultant.

F. Sealed Bid

In a separate sealed envelope, the company should provide a sealed cost bid for the scope of services necessary to carry out this RFP. It shall not be opened until evaluations are completed and considered in the evaluation of the submittals.

Questions and Answers
Q: What type of surface is anticipated for this project?
A: A concrete trail section is anticipated and desired on this project. A profile of the Town’s Typical River Trail Corridor configuration is included. The Town reserves discretion to require the concrete up to 6” thick. The optional soft surface is not anticipated for this project.

Q: What level of flood plain analysis is necessary for this project?
A: Provided the design engineering firm anticipates minimal change to the existing ground (e.g. no fill within the floodplain) and that the base flood elevations will not be increased within the floodplain, then hydraulic analysis will not be required.

Q: Will the uniform relocation act apply?
A: No, we do not anticipate the uniform relocation applying due to the fact that an agreement has been established that would provide this property to the town.

Q: Is the sidewalk going to be permitted in the flood plain?
A: Yes

Q: What kind of public input and meetings are expected for this project?
A: Upon a preliminary design and layout, the consultant should be expected to coordinate with the Town to conduct a public listening session.

Q: What is the estimated budget for the design of the Little Thompson trail?
A: We are respectfully not disclosing this information to ensure competitive bid prices.

Q: What is your estimated budget for the construction of the Little Thompson River trail?
A: Our expectation is the selected consultant will provide the estimated construction costs at or near the completion of the design.

Q: With respect to endangered species, what should be included in the bid?
A: Work related to preliminary analysis and evaluation of endangered species should be included. If additional studies are necessary, we anticipate this would be a change order necessary to complete additional work.

Q: Since the project is expected to be at grade, is a SUE is excluded as part of this work?
A: We do not anticipate that this project will trigger SUE requirements (1000 SF of contiguous excavation in excess of 2’ depth or utility boring) but if the SUE threshold is exceeded then the requirements will apply.

Q: There is an oil and gas facility near the site. How should we go about planning for this?
A: The Town will coordinate and communicate in partnership with the consultant with respect to the oil and gas facility to ensure support. Any work necessary is conducted with and by the oil and gas facility owner.

Q: Is there any survey data available?
A: Any survey data available will be provided to the consultant. At this time we believe it is limited without control points.

Q: With respect to historical resources, (Section 106 vs. non-historic (F) who is responsible for which task?
A: The consult is responsible for Section 106 review and processing. The consultant should prepare the non-historic (F) demonyms letter for FHAFHWA review and approval. This letter will be sent to CDOT for concurrence who will then submit it to FHWA directly for approval.

Please submit this addendum with your proposal, which must be received at Town Hall by 5 p.m. on March 23, 2020

[Signature]
Engineer Bidder

March 23, 2020
Date
# Table of Contents

A. Cover Letter........................................................................................................................................VII

B. Use of Subcontractors/Partners........................................................................................................2

C. Company Information.........................................................................................................................4

D. Project Approach...............................................................................................................................6

E. Schedule...............................................................................................................................................14

F. Sealed Bid...........................................................................................................................................**Submitted Separately**

G. Qualifications/Experience..................................................................................................................15

H. References...........................................................................................................................................20
March 23, 2020

Town of Johnstown—Town Hall
450 S. Parish Avenue
Johnstown, CO 80534
Attn: Little Thompson River Trail Project

Dear Mr. Carani, Mr. LeCerf, and Members of the Selection Committee,

Otak’s expertise in CDOT-compliant trail design is ideally suited for the Little Thompson River Trail project (LTR Trail). Otak is known throughout a four-state area as being a leader in the design of hard and soft surface trails. Having successfully completed over 25 CDOT Local Agency trail projects, we have the experience and technical prowess to successfully complete this project for the Town of Johnstown (Town).

Led by project manager, Scott Belonger, P.E., and his understanding of trail design, preparation of CDOT-compliant bid documents, and passion for trails and greenways, Otak has a talented team of engineers and designers eager to work on the LTR Trail. This is not fill-in work for us. This is what we do. For this reason, we are incredibly motivated to provide a high-quality, cost-effective design that meets your objectives and makes your job easy.

Our civil and structural designers are avid trail users and are aware of the design characteristics that result in safe, enjoyable, and sustainable trail facilities. We have an unusual talent for designing functional and aesthetically-pleasing infrastructure that also considers visitor enjoyment and environmental sensitivity, while meeting all technical design standards and CDOT requirements. We will work in partnership with the Town to deliver a project that seamlessly integrates existing natural features, proposed enhancements, safety treatments, and drainage into one cohesive design, resulting in a trail that enhances the public’s experience.

Our approach to the design and alternative analysis includes field flagging of the alignment alternatives after the environmental constraints have been identified. Our efficient design process, including field design, flagging, and CAD plan documentation, ensures that the design is well integrated with natural features of the site. Field flagging allows the Town and stakeholders to experience the preferred trail alignment before the design is finalized. Furthermore, this helps focus our topographic survey efforts and soil conditions assessments, minimizing costs and surprises during construction.

In addition to our in-house team, Otak has selected the following subconsultants to assist us with this design: ERO Resources Corporation (environmental planning and permitting) and King Surveyors (topographic mapping, utility location, and boundary determination). Both firms have recently worked on projects close to the LTR Trail site, and both have successfully completed several projects with Otak. Together, our team members represent the most qualified and balanced team available to manage the intricacies of this important trail project for the Town of Johnstown.

Our trail design group has the capacity and ability to furnish these professional services in a timely manner. We will manage the CDOT review process and environmental permitting for completion of the design and construction bidding in late 2020, thus allowing the project to begin in early 2021 and be completed prior to May 15, thereby avoiding the Migratory Bird Treaty Act and Preble’s Jumping Mouse construction windows that will likely apply to this project.

Thank you for the opportunity to submit our qualifications. I certify that the information and data submitted herein is true and complete to the best of my knowledge. If you have any questions or require additional information, please do not hesitate to contact Scott Belonger at (720) 758-7717 or scott.belonger@otak.com.

Respectfully Submitted,

Scott Belonger, PE
Active Transportation and Trail Design Manager
B. Use of Subcontractors/Partners

OTAK’S FIRM INTRODUCTION

Otak has built our reputation based on strengthening our communities, performing exciting work, and serving our clients. Founded in the Pacific Northwest, today we have offices in Colorado, Oregon, and Washington.

Otak began operating in Colorado in 1999, providing urban planning and landscape architecture services from an office in Carbondale. That office moved to downtown Denver in 2011. In 2014, an Otak water and natural resources team was founded in Boulder, and in 2016, Otak began offering transportation and infrastructure engineering services in Colorado. In 2017, Otak welcomed Loris and Associates (Loris) to the Otak corporate family. Loris was a Colorado-based civil engineering firm and trusted community partner that created socially and environmentally conscious structure and infrastructure in Colorado and neighboring states for 30 years. Loris built a rich portfolio of quality projects, including dozens of notable trail projects along Colorado’s Front Range, across the state, and in Wyoming and New Mexico.

Today, Otak’s Colorado team works out of Denver and Boulder County offices, offering comprehensive engineering, design, planning, and natural resource science services, backed by more than 350 skilled professionals companywide.

We have worked on a wide variety of projects (including several trails) throughout Northern Colorado for several different clients, including the Thompson Rivers Parks and Recreation District, Town of Milliken, Town of Mead, City of Greeley, Town of Windsor, Larimer County, and City of Fort Collins. We will rely on this experience to serve as a starting point for understanding the Town of Johnstown’s (Town) needs, ultimately delivering an easy to manage, successful project.

Leading our team for this contract is senior project manager and trail engineer, Scott Belonger, PE. Throughout his accomplished career, spanning more than 20 years, Scott has planned, designed, and managed numerous trail, path, roadway, streetscape, traffic calming, underpass, and bridge projects, including over 50 underpasses/grade-separated crossings, 50 pedestrian bridges, and 200 miles of trails/paths.

SUBCONSULTANT INTRODUCTIONS

To offer the Town the most comprehensive services for the Little Thompson River Trail Project (LTR Trail), we have included the following subconsultants to our team. We have excellent, long-standing, relationships with all of our subconsultant teaming partners, having worked with them on projects similar to the LTR Trail, many of which required adhering to CDOT standards and specifications.

An organizational chart and brief biographies for our team’s personnel follow the subconsultant introductions below. More detailed resumes of our proposed team are available upon request (not included due to page restrictions).

ERO Resources Corporation (ERO), has been involved in consulting on natural resource planning and permitting projects throughout the Intermountain West since 1981 and is a recognized leader in natural resource evaluation, environmental due diligence, and environmental impact assessment. ERO has provided environmental services for numerous transportation projects, including municipal projects under CDOT’s jurisdiction or that required CDOT approvals.

King Surveyors (King), a division of Landpoint, is an award-winning land surveying company that operates in many of the fastest growing economic regions across the US. The company is a multifaceted professional services firm that concentrates on providing clientele with construction, route, topographical and other land surveying services. King Surveyors brings scalability, efficiency and technology enabled solutions to the land surveying industry.
ORGANIZATIONAL CHART

Otak has successfully completed more than 25 CDOT-funded Local Agency trail projects and we are known throughout a four-state area as leaders in the design of hard and soft surface trails. We are ready to impart our intimate understanding of successful trail design and familiarity with CDOT standards, specifications, and processes on the LTR Trail project.

Our ability to deliver innovative, quality projects stems from our passionate, innovative, hard-working team members, shown in the organizational chart to the right and in the following team member introductions.

Our team’s personnel have a passion for what they do, whether it is designing a safe, low-stress trail alignment or a complex, space-constrained bridge or site structure. Our work brings us inspiration and satisfaction. We look forward to applying our expertise and passion to the LTR Trail project.

If you would like to learn more about the qualifications of our team members, detailed resumes are available upon request.

---

Scott Belanger, PE
PROJECT MANAGER/TRAIL DESIGN LEAD

Scott Kallase, EI
TRAIL ENGINEER

---

YEARS OF EXPERIENCE: 25
EDUCATION: BS, Civil Engineering, University of Wisconsin
CERTIFICATIONS: Professional Engineer (CO)
TIME COMMITMENT: 45%
BIO: Scott has been involved in the planning, design, and management of over $200 million in path, roadway, streetscape, traffic calming, underpass, and bridge projects. Scott is a member of the Professional Trailbuilders Association (PTBA) and has extensive experience in the design and construction of sustainable soft surface trails. Scott has also delivered presentations at two National Trails Symposia.

---

Scott Kallase, EI
TRAIL ENGINEER

YEARS OF EXPERIENCE: 6
EDUCATION: BS, Civil Engineering, Colorado State University
CERTIFICATIONS: Engineering Intern (CO)
TIME COMMITMENT: 50%
BIO: Scott is a civil engineer (and avid trail rider) with over six years of experience on a wide range of projects from trails to underpasses to arterial roadways to utility projects. As an experienced trail designer, Scott approaches each project with a holistic vision of how to bring a project from concept to reality. In addition, Scott is very familiar with CDOT’s Local Agency (LA) requirements, having completed over a dozen LA projects in the last six years.
Rachel Williams, PE  
**WATER RESOURCES REVIEW**

**YEARS OF EXPERIENCE:** 6  
**EDUCATION:** MS, Civil and Environmental Engineering, Colorado State University; BS, Environmental Resources Engineering, Humboldt State University  
**CERTIFICATIONS:** Professional Engineer (CO)  
**TIME COMMITMENT:** 5%  
**BIO:** Rachel is a water resources engineer who regularly imparts her knowledge of hydraulics, floodplains, and riparian systems to improve our trail alignments and designs. Rachel will be involved early in the field design process and again during final design to ensure we give proper consideration to site drainage and riparian conditions.

Jeff Meyer, PE  
**CONSTRUCTABILITY REVIEW**

**YEARS OF EXPERIENCE:** 8  
**EDUCATION:** MS, Engineering Management, University of Nebraska (anticipated graduation Fall 2020); BS, Civil Engineering, California State University  
**CERTIFICATIONS:** Professional Engineer (CO)  
**TIME COMMITMENT:** 5%  
**BIO:** Jeff’s experience in the construction management field includes extensive experience working with CDOT and municipalities similar to the Town of Johnstown. Jeff regularly conducts constructibility and value engineering reviews for projects ranging from trails, to river restorations, to roadways, to bridges—every time helping to create buildable plans and specifications while saving our clients time and money.

Aliina Fowler, AICP  
**ENVIRONMENTAL PERMITTING**

**YEARS OF EXPERIENCE:** 13  
**EDUCATION:** Masters of Urban and Regional Planning, University of Colorado-Denver; BA, Political Science, University of Vermont; BS, Community Development and Applied Economics, University of Vermont  
**CERTIFICATIONS:** American Institute of Certified Planners  
**TIME COMMITMENT:** 30%  
**BIO:** Aliina brings considerable experience with the National Environmental Policy Act (NEPA). Aliina’s NEPA experience includes transportation projects, and the preparation of Categorical Exclusions, Environmental Assessments, and Environmental Impact Statements; and mining and energy development projects, including conducting socioeconomic assessments. Aliina is adept at working with a range of stakeholders, including multidisciplinary teams, the public, and governmental organizations.

Denise Larson  
**ENVIRONMENTAL PERMITTING**

**YEARS OF EXPERIENCE:** 20  
**EDUCATION:** MA, Biology Plant Ecology, University of Colorado-Denver; BA, Biology, University of Colorado-Boulder  
**TIME COMMITMENT:** 35%  
**BIO:** Denise has worked as an ecologist throughout the Rocky Mountains and Great Plains. She has worked on projects involving noxious weeds, revegetation/reclamation, wetlands, and threatened and endangered (T&E) species. Denise has an in-depth understanding of the Colorado Noxious Weed Act, Clean Water Act (CWA), Endangered Species Act (ESA), and other pertinent regulations. She has completed permitting projects for a variety of clients ranging from federal, state, and local agencies to private landowners.
C. Company Information

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Otak, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>371 Centennial Parkway, Suite 210 Louisville, CO 80027</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(303) 444-2073</td>
</tr>
</tbody>
</table>
| Names of Principals: | Jim Hamann—CEO  
                             Dave Johnson—CFO  
                             Chris Bisio, PE—CO Region Manager  
                             Pete Loris, PE—Senior Vice President |
| Year Established: | 1981 |
| Pending Plans to Sell or Merge Company: | Otak, Inc. currently has no plans to sell or merge. |

COMPREHENSIVE LISTING OF OTAK’S SERVICES

Civil & Transportation Engineering
At Otak, we ensure that our local infrastructure supports the homes in which we live, the roads and sidewalks on which we travel, the water and utility systems that keep our cities and small towns running, and the transit systems that ease congestion so we can get where we need to go efficiently and safely.

- Pedestrian and bicycle facilities
- Feasibility studies
- Sidewalks and trails
- Street, streetscape, and roadway design
- Intersection and roundabout design
- Civil site and parking facility design
- Sanitary sewer and water system infrastructure
- Highway design
- Urban transportation systems
- Storm drainage infrastructure
- Cost estimating

YEARS OF EXPERIENCE: 12
EDUCATION: BS, Civil Engineering, South Dakota State University
CERTIFICATIONS: Professional Land Surveyor (CO)
TIME COMMITMENT: 35%
BIO: Chad is a detail-oriented surveyor who prepares easement exhibits, land survey plats, ALTA surveys, subdivision plats, recorded exemptions, use-by special review maps and, zoning maps. Chad has prepared right-of-way plans for the Colorado Department of Transportation (CDOT) and is familiar with the specifics projects requiring CDOT standards and specifications.

YEARS OF EXPERIENCE: 4
EDUCATION: BS, Geology (minor in Applied Mathematics), California University of Pennsylvania
TIME COMMITMENT: 35%
BIO: Andrew is responsible for ensuring data integrity on design topographic projects through quality assurance procedures in Trimble Business Center and various other software platforms. He communicates best-practice procedures for data collection and instrumentation to field crew members and provides them with technical field support. He processes conventional survey, UAV, and laser scanning data, working to efficiently integrate varied data types from various sources into a final product.
Bridge & Structural Design
With each vehicle added to our roads, a higher demand is placed upon the aging structures that connect them. This demand often requires the structures to be repaired, rehabilitated, or replaced. As structural technology evolves, outdated structures must also be renovated or replaced in order to meet updated codes and each community’s needs. Otak’s structural and bridge designers offer the expertise necessary to accommodate our road system users while being mindful of cost, safety, and how each structure fits within its environment.

- Highway bridge rehabilitation and replacement
- Railroad bridge design
- Pedestrian and bikeway bridge design
- Bridge inspection
- Bridge and structure load capacity ratings
- Highway interchange design
- Cut & cover box tunnel design
- Retaining wall and sound wall design
- Seismic design
- Structural construction inspection and engineering
- Feasibility studies for structural improvements
- Conceptual design studies
- Value engineering studies
- Design/build contracting

Landscape Architecture
Landscape architecture integrates the built and natural environments and involves coordinating client needs with environmental issues and community requirements. Otak’s landscape architects use the character of the land to define the opportunities and constraints of a project, which ensures that the natural landscape blends with man-made structures—and vice versa.

- Parks, recreation, and open space planning and design
- Greenways and trails
- Neighborhood design
- Large-scale residential landscape design
- Natural feature protection and enhancement
- Mitigation design
- Master planning
- Land reclamation
- Computer and photo simulations

Water & Natural Resources
As available land diminishes, fragile ecosystems require protection and, when damaged, restoration. Otak’s water and natural resources scientists and engineers are highly educated and experienced in the fields of ecology, wetland science, water quality, wildlife biology, fluvial geomorphology, botany, aquatic biology, and fisheries. They are committed to balancing development needs with protection of the natural environment and compliance with all local, state, and federal regulations.

- Hydrologic and hydraulic modeling
- Floodplain management and flood reduction
- Sediment transport and scour analysis
- Stream, habitat, wetland enhancement, and restoration
- Watershed planning
- Construction documentation and cost estimating
- Impact assessments
- Water quality monitoring and analyses
- Wetland delineations/functional assessments
- Geomorphic stream surveys/habitat assessments
- Wildlife, fish, and benthic invertebrate surveys
- Sediment surveys
- Rare plant and threatened and endangered species surveys
- Site reconnaissance for critical areas
- Environmental impact assessments and analyses
- Regulatory permitting
- Stormwater engineering, design, and master planning
- Sanitary sewer and water infrastructure

Construction Management
Otak’s construction management and inspection (CM/I) services team provides clients with the tools to keep their projects on track. We provide the full scope of CM/I services needed for all types of projects, with specialties in infrastructure construction such as highways, roads, utilities, and bridges. From design development through project closeout, we work as part of the overall project team.

- Project management
- Document control
- Owner and developer representation
- QA/QC, construction inspection, and observation
- Project planning assistance
- Due diligence studies
- Specification writing
- Value engineering and ADA compliance
UNDERSTANDING OF PROJECT OBJECTIVES

The purpose of this project is to plan and design a 10-foot-wide concrete trail along the Little Thompson River, north of CR 46.5, from the Great Western Railway to CR 19, serving as a multimodal transportation and recreation opportunity connecting Johnstown and Milliken.

For reference and to expand upon the project elements mentioned below, we have included an issues/opportunities map (Figure 1 on page 13), highlighting our plan to divide the project into segments, with each segment possessing two-to-three alternatives.

The Design Should be Efficient and Economical
The design should consider cost through the design process and the most cost-effective trail route should be sought. This will mean that the trail should stay on one side of the river for the entire project length to avoid the cost of a bridge. We will also consider existing soil conditions and riverbank stability to avoid additional costs that could be incurred by these site conditions. We are confident that our team can deliver a high-quality trail design and exceptional trail user experience while also being cost-effective, both in design and in construction by adhering to our outlined approach.

The Project Should Embrace Context-Sensitive Design
The project should embrace the natural beauty and pleasant ambience of the riparian corridor, attracting trail users while also considering potential impacts to sensitive wildlife habitat. We will design and flag the trail alignment in the field to minimize grading and meet CDOT, AASHTO, and ADA requirements, while also closely considering the existing terrain, vegetation, and environmental delineations.

Field flagging of the alignment is a critical step in our design process, setting us apart from other firms. Field flagging allows us to consider the exact relationship between the trail and existing vegetation and natural features. It also allows us to better consider view sheds and the general ambience of the environment and how it relates to our design. These elements cannot be adequately considered when designing on paper and the field flagging process helps the stakeholders better understand the proposed design. In the end, we have proven on similar projects that field flagging ultimately saves time as design decisions are more clearly made in the field rather than in the office.

The Project Should Maintain Existing Drainage Patterns of the Area
Through context-sensitive design and minimizing grading, we will maintain existing drainage patterns and avoid impacts to the floodplain.

The Project Must be Well-Coordinated with CDOT, Weld County, and the Town of Milliken
These stakeholders will be included in project meeting reviews and meetings as necessary. Considering the TAP funding secured for the project, meeting CDOT requirements will be imperative. We will use CDOT’s Local Agency Contract Administration Checklist (CDOT Form 1243) to ensure that the project stays on track and all federal funding requirements are met. Let us put our experience on similar federal-/CDOT-funded trail projects to work for you, ensuring the “i’s” are dotted and the “t’s” are crossed.

EFFICIENT AND ECONOMICAL METHOD OF APPROACH
Our efficient and economical method of approach to this project is explained in the work plan outlined below. We will use our extensive experience with CDOT on projects of similar natures to guide the project through the design process, making it easy for the Town to get an exceptional final product. Our detailed approach is outlined below.

Project Scoping
If selected, our work plan will begin by collaborating with the Town and CDOT as-needed to refine the final contracted scope of services and fee to best meet your needs. Our outlined work plan is based on our understanding of the RFP and stringent conformance to typical CDOT requirements. There may be opportunities to streamline the design and review process for a more efficient and economical approach. For example, considering the straightforward nature of this project, it may possible to combine the CDOT FIR and FOR submittal into a single submittal. This would save time and design fee. However, this would be dependent upon the ability to resolve environmental and right-of-
way clearances with a single CDOT review. This could be discussed further with CDOT when refining our scope and fee.

Environmental Scoping
Although the RFP provides a clear list of NEPA requirements, per the RFP, we will conduct an environmental scoping meeting with CDOT after the contract has been developed. This will give our team the opportunity to further discuss the expectations to complete the categorical exclusion. We expect that the environmental clearances will likely control the schedule and may have a heavy influence on the trail alignment. It will be important to have a detailed discussion on how to best manage the timing of the environmental documents to minimize the impact to the schedule and avoid surprises later in the project.

Kickoff Meeting
Soon after the contract is in place, we will conduct a project kickoff meeting with Town Staff, CDOT, and our subconsultants. Weld County and/or the Town of Milliken can also be included, if necessary. At this meeting, we will clearly identify the lines of communication, reiterate the project scope, and discuss the project in further detail. We will also refine the project milestones and set the expectations for the project.

Environmental Surveys and Delineations
ERO will conduct the initial environmental site assessments that may impact the selected trail alignment. This work will include:

- Identifying potential habitat for threatened and endangered species
- Conducting a wetlands determination and delineate wetlands boundaries if needed
- Identifying Colorado Parks and Wildlife (CPW) Senate Bill 40 concerns that may impact the trail alignment selection
- A Section 106 National Historical Preservation Act file search
- Assessing the site for potential migratory bird buffer zones and seasonal restrictions
- Conducting a hazardous materials initial site assessment to determine if any hazardous materials exist in the project area

Assemble Initial Mapping
Once the initial environmental site assessment is complete, we will compile the environmental constraints and available LiDAR topography and GIS property lines to generate our initial alignment alternatives.

Initial Alignment Alternatives
Using the initial mapping, we will generate rough alignment alternatives in the office. We will divide the project into segments with two-to-three alternatives for each segment (see Figure 1 on page 13). One alternative will favor user experience, increasing the potential for environmental impacts. The other will favor minimizing the potential for environmental impacts. Where appropriate, a third option will be provided, which will be a balance of the user experience and environmental impacts. This way, depending upon the results of the CPW consultation (if required), we can adjust our course without completely backtracking and starting over. By having the alignment divided into segments, we will have the flexibility to select various combinations of alternatives to avoid specific environmental concerns, if needed.

Field Flagging of Alignment Alternatives
After the rough alignment alternatives are established in the office, we will flag alignment alternatives in the field using a hand-held clinometer to verify grades and drainage patterns on the ground. As previously stated, field flagging allows us to better consider existing vegetation and viewpoints as we design the alignment in the field, creating a higher quality user experience and more context sensitive design.
Field Review of Alignment
After Otak has flagged the alignment in the field, we suggest that we walk the alignments with Town Staff and Dennis Trego, General Manager of Colorado Sweet Gold, LLC (CSG). We have spoken with Dennis in preparing this project approach as we expect additional easements or property line adjustments from CSG may be needed to facilitate the trail. Dennis is aware that these property adjustments will be needed and would greatly appreciate the opportunity to see the trail alignment on the ground and discuss the alternatives with the Town and design team. We feel that the final property adjustments will go smoother if Dennis is on-board with the design. Coordinating proactively with Dennis will be the best way to assure that.

Walking the trail alignments together and considering the alternatives on the ground is a vital part of our design approach. After years of doing this type of work, we have learned that there is simply no substitute to looking at the proposed alignment on the ground. This allows everyone to have a complete understanding of the proposed alignment by actually experiencing what the final product will be like.

We will discuss the alignment alternatives in the field, adjust the flagging as necessary, and record GPS coordinates of the alignments to prepare alignment graphics for further coordination, if needed, and for the public listening session.

Fish and Wildlife Service and Colorado Parks and Wildlife Consultation
Due to the high likelihood that threatened and endangered species habitat and/or migratory birds may be present, a consultation with United States Fish and Wildlife Service (USFWS) and/or CPW will likely be required. As much as we would like to say that this could be avoided, it probably cannot. The project will be much better off addressing this early in the process to avoid backtracking and redesign later. Input from USFWS and CPW will likely be required to establish a workable trail alignment that can attain the needed environmental clearances to proceed to construction. ERO will lead this effort, if needed, based on the field flagging and alignment graphics. The need for a formal USFWS consultation will be determined after the T&E Habitat Assessment is complete and alignment alternatives are established.

Public Listening Session
Otak will coordinate with the Town to conduct a public listening session to present the preliminary design and layout. We assume that the Town will provide the meeting location and advertise the meeting. Otak will provide a sign in sheet, comment sheets and displays to facilitate the meeting. In our experience on similar trail projects, these public listening sessions can sometimes provide valuable information that may be important to consider when refining the design.

Confirmation of Alignment
After the public listening session, we will confer with the Town to confirm the preferred alignment that will be carried forward to the preliminary design. At this point, we hope to have a single preferred alignment. We may still include alignment alternatives, if needed, to proceed with the project while further coordination with USFWS and/or CPW is being resolved.

Topographic Survey
With the basic alignment is established, King Surveyors will provide a topographic survey, survey of alignment flagging, private utility locates, and boundary determination. The topographic survey will include a 75-foot-wide swath centered on the flagged alignment. We will save project cost by refining the topography limits to the established alignment. King is already in possession of the titlework for these parcels and can examine the titlework and provide all draftable easements. King will also acquire post-flood LiDAR of the greater project area which will be incorporated into the topographic survey. This will provide general drainage patterns outside of the immediate topo area for use in design. We expect this approach to be comprehensive, yet economical compared to acquiring topographic survey for the entire area, which would be more costly, or using LiDAR or aerial topography only, which would not be accurate and may not meet CDOT requirements.

Preliminary/FIR Design
Upon receipt of the topographic survey, including the survey of the flagged alignment, we will prepare the preliminary/FIR submittal according to CDOT Form 1299, as applicable for FIR. At this point, the design concept should be fixed and the project footprint is at 90% certainty.
This will also include a cost estimate. We will use our extensive database of similar projects to generate an accurate cost estimate to allow the Town to properly evaluate the design and make informed decisions as we proceed to final design.

CDOT FIR Meeting
The FIR meeting will be held to conclude all unresolved issues identified during preliminary design and to establish the specific criteria and direction that are to be used in the final design. Otak will circulate the agenda and FIR plan package a minimum of two weeks prior to the review meeting. We will consolidate all comments from the team in a single log. This log will detail which comments shall be discussed during the meeting.

Final/FOR Design
Based on the FIR comments received and the discussion at the FIR meeting, we will proceed to final design and prepare the Final Office Review (FOR) submittal and stormwater discharge permit. We will prepare the final/FOR submittal according to CDOT Form 1299, as applicable for FOR. This will include the FOR cost estimate and Project Special Provisions and assembly of the applicable CDOT Standard Special Provisions.

Final Construction Documents/Advertisement
Otak will address all comments received at the FOR meeting and assemble the final advertisement package. All clearances will be complete at this stage.

UNDERSTANDING OF OTHER CRITICAL ISSUES
We will apply our extensive experience in successfully completing exactly this type of project to identify and address critical issues on this project. In addition to the critical issues outlined in our approach, we would also like to mention the following additional design considerations.

Basic Design Standards and Guidelines
This trail will part of the NFRMPO’s 2040 RTP and Regional Bicycle Corridor 2. The project should be designed in accordance with the AASHTO Guide for the Development of Bicycle Facilities. This project must also meet the US Access Board Accessibility Guidelines for Shared Use Paths. These guidelines state that running grades must be 5% or less wherever possible and cross slopes shall be less than 2%.

Basic Alignment Location
The RFP states that the project should consider if the trail should be constructed on the north side or the south side of the Little Thompson River. We feel that the south side is the only viable location for the following reasons:

» The north alignment would require a crossing of the Great Western Railway. An at-grade crossing of the Great Western Railway would not be allowable by the Public Utilities Commission. The trail would need to cross the railroad either with a grade-separated crossing, or directly adjacent to an existing roadway at-grade crossing. Neither of these options are feasible.

» Either the north or south alignment would require easements or property line adjustments from CSG. Based on our discussion with Dennis Trego, they have a strong preference for the trail to be on the south side of the river.

We will discuss this further in project scoping to confirm this approach. However, we feel that it is doubtful that the north alignment is viable. We think we can simplify the design process by focusing on the south side from the start.

Floodplains
Most, if not all of the trail alignment, is likely to be within the 100-year floodplain. Since we expect to set the alignment to minimize grading, we expect to avoid impacts to the floodplain. Another consideration is the frequency of inundation by flooding. We will recommend locating the trail away from areas that get regular flooding so that the sediment removal and other trail maintenance is minimized.

Riverbank Stability
When establishing a new trail in a river corridor it is important to consider the potential locations in the context of the river geomorphology, helping to avoid...
future maintenance issues or relocation of the trail. While we tend to think of rivers as highways, they are more dynamic than that, changing both in time and space, with some areas more prone to change than others. As part of developing the trail alignment, we will consider where the river has been and its potential future changes, focusing on the areas most likely to experience change (i.e. erosion or avulsion) in the future to find the best long-term solution for locating the trail. The Little Thompson River in this area has been relatively stable in recent decades, although it is incised in some sections and experiencing erosion at outside bends. Without addressing the larger issue of confinement and floodplain capacity we can expect the erosion at outside bends to continue. We will recommend an offset distance for the trail from the river in the areas that are inherently unstable, allowing for stabilization of the bank if needed.

Geotechnical/Soil Conditions
Since we intend to avoid the need for bridges and retaining walls, a geotechnical report should not be needed. We will use the Town’s standard concrete sidewalk cross section for the project. We will also observe soil conditions when flagging the trail and avoid potentially problematic soils wherever possible. Furthermore, we will include a pay item for subgrade excavation to address unsuitable soils that may be encountered during construction. Although this item may not be needed, having it included in the bid will avoid excessive costs during construction if it is added later as a contract modification.

Project Termini and Roadway Crossings
The current phase of the LTR Trail included with this project will terminate at CR 46.5 and CR 19. Although formalized crossings of these roads will not be included in this project, we will consider the location of the termination points and future crossing treatments to assure that termination points provide appropriate roadway crossing points and will be compatible with adjacent future trail sections and land uses. We will review existing master plans, development plans, and coordinate with our stakeholders (Weld County and Town of Milliken) to confirm compatibility with future plans.

Utilities
Our survey will include surface marking of utilities by a private utility service. We will set our alignment to minimize grading, especially at known utility locations. We expect all excavations in these areas to be less than 2 feet in depth. For this reason, we do not expect to trigger the SUE requirements.

Great Western Railway
Although the Great Western Railway is in the project area, we do not expect to impact the rail corridor and should not need to coordinate with the Great Western Railway or the Public Utilities Commission (PUC). We contacted Pam Fischhaber at the PUC to discuss the possibility of using the existing at-grade crossing of the railroad line located 350 feet north of CR 46.5. She confirmed that this is a private crossing and the addition of a trail crossing at that location would not be allowed by the PUC per Commission Rule 4 CCR 723-7-7211(g).

LIST OF PROJECT DELIVERABLES
The following list contains project deliverables to be provided by the Otak team on the LTR Trail project.

Conceptual Design
» Kickoff meeting agenda and minutes
» Initial alignment alternatives (project overview map)
» Field flagging of alignment
» Mapping of field flagged alignments
» Public meeting displays, sign in sheet, questionnaire

Preliminary Design/FIR
» FIR plans (title sheet, site plan, general notes, typical sections, plan and profile sheets at 40 scale, cross sections at 50 feet)
» FIR cost estimate
» FIR meeting (agenda, meeting minutes)
» Written summary of comments and responses
Final Design/FOR
- FOR plans (title sheet, site plan, general notes, typical sections, tabulations, construction details, plan and profile sheets at 40 scale, cross sections at 50 feet)
- FOR cost estimate
- Project special provisions
- FOR meeting (agenda, meeting minutes)
- Written summary of comments and responses

Final Construction Documents
- Bid plans (title sheet, site plan, general notes, typical sections, tabulations, construction details, plan and profile sheets at 40 scale, cross sections at 50 feet)
- Final cost estimate and bid form
- Project special provisions, standard special provisions, assistance with assembly of final construction manual
- Clearance letters

Survey
- Topographic survey for 75 foot swathe based on flagged alignment
- Boundary determination
- Utility locates
- CDOT-compliant control sheet

Environmental
- Wetlands delineation and T&E Habitat Assessment
- CDOT Wetlands Finding Report
- CDOT Senate Bill 40 Certification
- CDOT Biological Resource Report
- Section 404 Nationwide Permit
- Class I Cultural Resources File Search
- Initial site assessment
- CDOT Non-Programmatic CatEx
Our team has walked and documented the LTR Trail corridor and has identified the issues and opportunities on the map below. The LTR Trail is an important project both to the Town and the greater trail network running throughout Northern Colorado. We are excited to work collaboratively on this project with the Town, respecting the surrounding community and solving challenges together.

**NOTE:**

- **Red alignment alternatives** maximize interface with the river and use of the existing Parish, LLC, parcel, but may be problematic for environmental permitting and floodplain concerns.
- **Yellow alignment alternatives** maximize a separation from riparian habitat and floodplains, but reduce the quality of the user experience.
- **Green alignment alternatives** balance the user experience and environmental/floodplain concerns.

Alternatives in each segment will be considered. A combination of alternatives will be selected based on the environmental constraints, Town preferences, and coordination with Colorado Sweet Gold, LLC.
The schedule below depicts our expected duration of the design as outlined in our project approach. We see the design of this project to be relatively straightforward. Our approach provides an efficient process for establishing the alignment. Production of the FIR and FOR submittals should not be particularly time consuming once the alignment is established. Our schedule provides ample time to complete the design and go through the CDOT design review process and we expect to have the design resources available to do this. The big wildcard in getting this project to construction will be the environmental permitting, specifically the possible need for a formal consultation with the United States Fish and Wildlife Service (USFWS). To best manage this issue, our approach includes:

» Scheduling the meeting environmental scoping meeting with CDOT as quickly as possible after consultant selection. Although the RFP states that the environmental scoping meeting is to be conducted after a contract has been developed, it may be prudent to do this while negotiating the final scope and fee for the contract to avoid future delays in the project.

» Completing the T&E Habitat Assessment as soon as possible after the CDOT environmental scoping meeting. This will be when the need for a formal consultation with USFWS will be determined. Completing this as quickly as possible will inform the team to make design and alignment decisions that will impact the schedule from this point on. Our plan is to complete this within a month of the CDOT environmental scoping meeting.

If a formal consultation with USFWS is required, this could impact the schedule by six months or more, which is not included in the schedule below. To avoid the T&E habitat that may trigger the need for a formal consultation, we may need to stay outside of riparian corridor (the yellow alignment alternatives in Figure 1), or we may need to be even further from the river or along the WCR 46.5. Although this would help avoid the USFWS consultation and expedite the schedule, that may not be the project you want. After all, this is to be the Little Thompson River Trail, not the WCR 46.5 Trail. Furthermore, a trail alignment further south of the river would be disruptive to future development plans on the Colorado Sweet Gold, LLC, parcel. If the trail were located adjacent to WCR 46.5, the potential access crossings for the future commercial/industrial development would not be ideal.

These are the questions that will need to be addressed to finalize the schedule. We feel that our approach will expedite the schedule as much as possible within the CDOT and NEPA process and will give the Town the information needed to make the design decisions that will drive the schedule. Anyone who tells you that they can get through this more quickly probably does not fully understand the process or NEPA requirements that will apply to this project.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Information Gathering</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kick Off Meeting</td>
<td>04/15/20</td>
<td>04/15/20</td>
</tr>
<tr>
<td>Environmental Scoping</td>
<td>04/15/20</td>
<td>04/15/20</td>
</tr>
<tr>
<td>Wetlands Delin. and T&amp;E Habitat Assessment</td>
<td>04/15/20</td>
<td>05/15/20</td>
</tr>
<tr>
<td>Initial Mapping</td>
<td>04/15/20</td>
<td>05/15/20</td>
</tr>
<tr>
<td><strong>2 Conceptual Design</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Alignment Alternatives</td>
<td>05/18/20</td>
<td>05/20/20</td>
</tr>
<tr>
<td>Field Flagging of Alignment Alternatives</td>
<td>05/21/20</td>
<td>05/22/20</td>
</tr>
<tr>
<td>Field Review of Alignment</td>
<td>05/22/20</td>
<td>05/22/20</td>
</tr>
<tr>
<td>FWS &amp; CPW Consultation (If Required)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Listening Session</td>
<td>06/02/20</td>
<td>06/02/20</td>
</tr>
<tr>
<td>Confirmation of Alignment</td>
<td>06/04/20</td>
<td>06/04/20</td>
</tr>
<tr>
<td>Topographic Survey</td>
<td>06/08/20</td>
<td>06/26/20</td>
</tr>
<tr>
<td><strong>3 Preliminary Design/FIR</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50% Design</td>
<td>06/26/20</td>
<td>07/17/20</td>
</tr>
<tr>
<td>Cost Estimate</td>
<td>07/12/20</td>
<td>07/17/20</td>
</tr>
<tr>
<td>CDOT FIR Meeting</td>
<td>07/17/20</td>
<td>07/31/20</td>
</tr>
<tr>
<td><strong>4 Final Design/FOR</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>90% Design Plans</td>
<td>07/31/20</td>
<td>09/11/20</td>
</tr>
<tr>
<td>Wetlands Finding, SB40 Cert, Biological Report</td>
<td>07/31/20</td>
<td>09/11/20</td>
</tr>
<tr>
<td>404 Nationwide Permit</td>
<td>07/31/20</td>
<td>09/11/20</td>
</tr>
<tr>
<td>Class I Cultural Resources File Search</td>
<td>07/31/20</td>
<td>09/11/20</td>
</tr>
<tr>
<td>Initial Site Assessment (ISA)</td>
<td>07/31/20</td>
<td>09/11/20</td>
</tr>
<tr>
<td>CDOT Non-Programatic CatEx</td>
<td>07/31/20</td>
<td>09/11/20</td>
</tr>
<tr>
<td>Final Cost Estimate</td>
<td>08/21/20</td>
<td>09/11/20</td>
</tr>
<tr>
<td>CDOT FOR Meeting</td>
<td>09/14/20</td>
<td>10/02/20</td>
</tr>
<tr>
<td><strong>5 Construction Documents &amp; Bidding</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Documents</td>
<td>10/05/20</td>
<td>10/15/20</td>
</tr>
<tr>
<td>Advertisement / Bidding</td>
<td>10/15/20</td>
<td>11/15/20</td>
</tr>
<tr>
<td>Award Construction Contract</td>
<td>11/15/20</td>
<td>12/15/20</td>
</tr>
<tr>
<td><strong>6 Project Management</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Management &amp; Coordination</td>
<td>04/15/20</td>
<td>12/15/20</td>
</tr>
</tbody>
</table>
G. Qualifications/Experience

Specializing in challenging and memorable trail projects requiring adherence to Colorado Department of Transportation (CDOT) standards and specifications, concrete trail paths, and environmental considerations, our highly skilled team is well-suited to produce an aesthetically-pleasing, user-friendly trail design.

The projects described and listed in the following pages dealt with unique challenges similar to those that will be encountered on the LTR Trail project. These unique challenges have been identified and included in the matrix following the project descriptions.

Triple Creek Trail / AURORA, CO

<table>
<thead>
<tr>
<th>Project Manager:</th>
<th>Scott Belonger, PE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee:</td>
<td>$247,448</td>
</tr>
<tr>
<td>Status:</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

The Triple Creek Greenway is a visionary project that, when completed, will comprise 27 miles of biking and walking trails between Aurora Reservoir and the South Platte River. Extending just east of E-470, Triple Creek Trail will provide connectivity to the newly extended 6th Avenue Parkway, a nearby sports park, and a new trailhead.

An Otak team led by Scott Belonger, PE, is providing trail design and engineering services to the City of Aurora for the three-mile, eight-foot-wide, soft surface extension of Triple Creek Trail. Otak flagged all three miles of new trail alignment and is providing all plans and profiles for the trail. The trail alignment was set to maximize user enjoyment and interaction with the riparian corridor while also considering sensitive habitat, eagle closure areas, and the frequency of flooding.

Challenges include three low-water crossings and an underpass at the existing E-470 bridges over Coal Creek. Otak provided structural engineering services for these crossings and is currently providing a no-rise for these features. The project has required extensive and persistent coordination with E-470 and their consultants to coordinate the design with the ongoing design of the E-470 widening and High Plains Trail design. At this time, Otak has completed the 90% design and are working with PROS and other City staff through the AMANDA review process to complete the final design and bid package, with the goal of having the project ready for construction advertisement in the fall of 2020 when funding may be available.
St. Vrain Greenway | LONGMONT, CO

The 9.5-mile St. Vrain Greenway trail corridor extends from North 75th Street to Weld County Road 7 in Longmont. Otak has been involved in several of the project’s phases, initially providing design services for six pedestrian bridges that cross St. Vrain Creek, Lefthand Creek, Old Dry Creek, and the Bonus Ditch. Otak also designed the trail segments adjacent to these bridges, beneath the existing vehicular bridge at Main Street (State Highway 119), and other segments where slopes or site grading was critical. Break-away bridge designs were used to reduce construction costs and minimize site impacts.

Otak was the prime consultant for the next segment of the greenway, which included two miles of path design through a riparian corridor, a 140-foot span pedestrian bridge over St. Vrain Creek, path design and erosion control beneath the existing SH 119 bridge, ramp connections to bike lanes on SH 119, a new pedestrian underpass structure at 119th Street and East County Line Road, and modifications to an existing field access bridge. Several alternative path alignments were considered in the conceptual design phase to minimize impacts to wetlands, wildlife habitat, nesting bald eagles, and other sensitive areas.

Roaring Fork River Trail—Atkinson Section | GLENWOOD SPRINGS, CO

Otak worked with the City of Glenwood Springs on the design of 1.3 miles of trail along Three-Mile Creek and the Roaring Fork River. A portion of the trail was located between the western bank of the Roaring Fork River and the historic Atkinson Canal.

Otak worked closely with City of Glenwood Springs Community Development and the River Commission in developing a plan for a 10-foot-wide concrete path with two-foot soft surface shoulders; a four-span pedestrian bridge underpass at the Sunlight Bridge; trail amenities such as overlooks, picnic shelters, and beach access; and improvements to the trailheads.
Otak completed the design of the Meadowlark Trail in southeastern Boulder County. The trail connects the Coalton Trail, west of McCaslin Boulevard, with the Singletree-Mayhoffer Trail in Old Town Superior. The project included the design of 14,000 linear feet of eight-foot-wide soft surface trail.

A portion of the trail is in challenging terrain, and providing a sustainable soft surface trail on steep side slopes was a major design consideration. The project also included a bridge crossing of the community ditch and required coordination with the FRICO ditch company.

### ADDITIONAL EXPERIENCE

The matrix below and project list on the following pages represents our history of working on trail projects and projects containing elements similar to the LTR Trail. The matrix has been sorted by relevant project elements and teaming experience with our subconsultants, while the project list is sorted by client.

<table>
<thead>
<tr>
<th>RELEVANT PROJECT ELEMENTS</th>
<th>TEAMING EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDOT FUNDED</td>
<td>CDOT STANDARDS</td>
</tr>
<tr>
<td>RIPARIAN CORRIDORS</td>
<td>FLOODPLAIN ISSUES</td>
</tr>
<tr>
<td>FIELD FLAGGED</td>
<td>CONTEXT-SENSITIVE</td>
</tr>
<tr>
<td>ALIGNMENT</td>
<td>ERO RESOURCES</td>
</tr>
<tr>
<td>KELI RESOURCES</td>
<td>KING SURVEYORS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>St. Vrain Greenway—Phases 6, 7, 8, 11; Longmont, CO</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Triple Creek Trail; Aurora, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wildcat Trail; Milliken, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway 257 Corridor Trail Feasibility Study; Milliken, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall River Trail Extension; Estes Park, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roaring Fork Rivertrail—Atkinson Section; Glenwood Springs, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Montrose Connect Initiative (Uncompahgre River Trail); Montrose, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feather Ridge Trail; Mead, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gore Valley Trail—Library Section; Vail, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Poudre Trail SH 392 Underpass; Windsor, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rock Creek Trail at Coalton Road (Meadowlark Trail); Boulder County, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rock Creek Trail at Dillon Road; Boulder County, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Animas River Trail (ART)—North Section; Durango, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Animas River Trail (ART)—Albertson’s Section; Durango, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Van Biber Creek Greenway at Kipling Parkway; Arvada, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Van Biber Creek Greenway at Ward Road; Arvada, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Superior Trail—McCaslin BRT to Davidson Mesa; Superior, CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CITY OF BOULDER TRANSPORTATION
» 30th and Colorado Underpass
» Elmer’s Two-mile Creek Pedestrian Underpass
» Skunk Creek Underpass
» Bear Canyon Creek Underpass at Arapahoe and Foothills
» Wonderland Creek Underpass
» Valmont Park Underpass
» Chautauqua Pedestrian Improvements
» Boulder Creek Sidewalks

CITY OF BOULDER OPEN SPACE AND MOUNTAIN PARKS
» Doudy Draw Trail
» Bear Canyon Trail Improvements
» Chapman Drive Trail
» Boulder Falls Improvements
» Mesa and Shadow Canyon Mitigation
» Shanahan Trail Mitigation
» Davidson Ditch Path Bridge
» Settler’s Park Pedestrian Bridge
» SH 52/Cottontail Trail Bridges
» South Boulder Creek Trail Bridge
» Coal Creek Trail Bridge
» Goshawk Trail Bridge
» Crown Rock Trailhead
» Centennial Trailhead

CITY OF LONGMONT
» Price Road Sidewalks
» Longmont Downtown Alley Improvement
» McIntosh Lake Trail, Phases 1 and 2
» Dry Creek #1 Trail Connection
» Price Road Pedestrian Bridge
» SH 119 Pedestrian Underpass at Hover Road
» Lefthand Greenway and Underpass at US287
» 3rd Avenue Entryway
» St. Vrain Greenway Multiple Phases

CITY OF BOULDER OPEN SPACE AND MOUNTAIN PARKS

TOWN OF SUPERIOR
» STC Slope Enhancements
» McCaslin Sidepath Study
» STC Tract H
» McCaslin to Davidson Trail
» Superior Trails—6 segments
» Rock Creek Phase II Neighborhood Trail
» Marshall Underpass Feasibility

TOWN OF VAIL/VAIL REC DISTRICT
» Gore Valley Trail—Library Section Bridges
» Vail Covered Bridge Rehabilitation
» Pedestrian Bridge Inspections
» Ford Park Pedestrian Bridge
» Matterhorn Bridge Replacement
» Bridge Road Bridge Replacement
» Golf Club Pedestrian Bridge Replacements
» Golf Club Tee Box #3 and Tee Box #7 Retaining Walls

CITY OF ASPEN
» Cemetery Lane Trail and Streetscape
» Cemetery Lane Pedestrian Bridges
» Castle Creek Underpass
» Aspen Club Pedestrian Bridge
» Highlands Trail
» Deer Hill Trail
» Burlingame Trail
» Pedestrian Bridge Inspections
» Aspen Downtown Enhancements Pedestrian Plan
» Truscott Underpasses

PITKIN COUNTY
» Castle Creek Trail
» Carbondale to Crested Butte Trail Study
» Rio Grande Trail Connection
» Brush Creek Trail Bridge #2

TOWN OF BASALT
» Basalt & Midland Avenues Grade Separated Crossing Study
» East Valley Road Traffic Calming
» Basalt-Willits Trail Connection
» Two Rivers Greenway

CITY OF DURANGO
» Animas River Trail—Albertson’s Section
» Animas River Trail—North Section
» ART SMART 160 Trail
» ART Memorial to Oxbow Trail
CITY OF GLENWOOD SPRINGS
» Devereux Road Pedestrian Bridge over I-70
» Roaring Fork River Trail
» Midland Avenue Traffic Calming

BOULDER COUNTY
» SH119/SH52 Bikeway Improvements
» 63rd Street Sidewalks
» Lee Hill Drive Shoulders Pedestrian Improvements
» Dyer Road Connection
» Cowdrey Draw/Mayhoffer Pedestrian Bridge
» AHI Pedestrian Bridge
» Betasso Link Bridge
» Heil II Trail Bridge
» N. 75th Pedestrian Crossing
» Hall Ranch Bridges
» Twin Lakes Trail Bridges
» SVG—Golden to Pella Trail
» RTD Rail Trail
» Rock Creek Trail/Dillon Road
» Lyons to Boulder Regional Trail
» Rock Creek Trail/Coalton Drive
» Rock Creek Trail—Coalton and Dillon
» Boulder Canyon Trail Improvements
» Airport Road Underpass and Trail
» 83rd over Dry Creek Culvert
» Dillon Road Culverts

CITY OF LOUISVILLE
» SH 42 Underpass
» McCaslin Boulevard Underpass
» South Boulder Road Underpass
» 2017 New Trails
» Louisville Open Space and Trails Wayfinding
» CTC to Old Town Louisville Trail
» Aquarius Trailhead

TOWN OF LYONS
» Lyons US36 Beautification Project
» Main Street Pedestrian Streetscape

CITY OF ARVADA
» Van Bibber Underpass at Ward Road
» Kipling Parkway Underpass
» 74th Avenue Sidewalk and Bike Lanes

TOWN OF ERIE
» CCT—Bonnel Connection
» Erie Parkway Bike Shoulders
» County Line Road Bike Shoulders

CITY OF PEORIA, AZ
» New River Trail
» Skunk Creek 75th Avenue to New River Multi-use Path

OTHER CLIENTS
» Estes Park Fall River Trail, Estes Park
» Paths to Mesa Verde Planning, Montezuma County
» Montrose Path to Parks Trail, Montrose
» Montrose Connect Trail
» Wildcat Trail, Milliken
» Alamosa Community Trails Master Plan, Alamosa
» CR 501 Multi-Use Path, La Plata County
» Highway 257 Corridor Trail Study, Milliken
» El Camino Real Trail, Santa Fe (NM)
» Arroyo Hondo Trail, Santa Fe County (NM)
» Santa Fe Rail Trail, Santa Fe County (NM)
» Ruidoso River Trail Ph 1 & 2, Ruidoso (NM)
» Pathway 22 East Segment, Jackson (WY)
» Clear Creek Canyon Trail, Clear Creek County & Jefferson County
» Feather Ridge Trail, Mead
» Nederland Downtown Streetscape/Trail, Nederland
» EVT—Eagle Vail to Dowd Junction Trail Study, Eagle County
» Satank Pedestrian Bridge, Garfield County
» CU Bridges at 23rd & 19th Streets, Boulder
» Ft. Lupton Ped Bridge, Ft. Lupton
» Anthem Ranch Ped Bridges, Broomfield
» Cutler Trail & Ped Bridge, Colo Springs
» Gothic Trail & Pedestrian Entrance Bridge, Mt. Crested Butte
» Mesa Street Pedestrian Bridge, Mancos
» York Street Underpass, Adams County
» Highline Canal Trail Underpass, Aurora
» SH 392 Underpass, Windsor
» Farmer’s Highline Canal Trail Underpass, Thornton
» SH 392 Poudre Trail Underpass, Windsor
» Fruita Riverfront Trail, City of Fruita
» Fruita Trail, City of Fruita
» SH 62 Pedestrian Path, Ridgway
H. References

Thompson Rivers Parks and Recreation District
Clint Dudley, Executive Director
(970) 660-8750 | cdudley@trpr.org

City of Durango
Scott Chism, Project Manager
(303) 375-7385 | scott.chism@durangogov.org

Town of Superior
Alex Gorsevski, Project Manager
(303) 499-3675 | alexg@superiorcolorado.gov

City of Aurora
Trent Wooley, Project Manager
(303) 739-7174 | mwoolley@auroragov.org

City of Arvada
Chris Proper, PE, Project Manager (currently with City of Lakewood)
(303) 987-7973 | chrpro@lakewood.org
### Project Cost Worksheet

#### Task 8

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Belenger</th>
<th>Wilson</th>
<th>Kellen</th>
<th>Williams</th>
<th>Woods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Survey</td>
<td>4</td>
<td>4</td>
<td>6</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>General Design</td>
<td>24</td>
<td>22</td>
<td>20</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>Construction Documents &amp; Bidding</td>
<td>23</td>
<td>22</td>
<td>20</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>Site Management</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
</tr>
</tbody>
</table>

#### Task 6

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Belenger</th>
<th>Wilson</th>
<th>Kellen</th>
<th>Williams</th>
<th>Woods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Survey</td>
<td>4</td>
<td>4</td>
<td>6</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>General Design</td>
<td>24</td>
<td>22</td>
<td>20</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>Construction Documents &amp; Bidding</td>
<td>23</td>
<td>22</td>
<td>20</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>Site Management</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
</tr>
</tbody>
</table>

### Task 4

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Belenger</th>
<th>Wilson</th>
<th>Kellen</th>
<th>Williams</th>
<th>Woods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Survey</td>
<td>4</td>
<td>4</td>
<td>6</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>General Design</td>
<td>24</td>
<td>22</td>
<td>20</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>Construction Documents &amp; Bidding</td>
<td>23</td>
<td>22</td>
<td>20</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>Site Management</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
</tr>
</tbody>
</table>

### Task 2

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Belenger</th>
<th>Wilson</th>
<th>Kellen</th>
<th>Williams</th>
<th>Woods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Survey</td>
<td>4</td>
<td>4</td>
<td>6</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>General Design</td>
<td>24</td>
<td>22</td>
<td>20</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>Construction Documents &amp; Bidding</td>
<td>23</td>
<td>22</td>
<td>20</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>Site Management</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
</tr>
</tbody>
</table>

### Task 1

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Belenger</th>
<th>Wilson</th>
<th>Kellen</th>
<th>Williams</th>
<th>Woods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Survey</td>
<td>4</td>
<td>4</td>
<td>6</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>General Design</td>
<td>24</td>
<td>22</td>
<td>20</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>Construction Documents &amp; Bidding</td>
<td>23</td>
<td>22</td>
<td>20</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>Site Management</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
</tr>
</tbody>
</table>

### Potential Additional Services Not Included In Base Fee

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Belenger</th>
<th>Wilson</th>
<th>Kellen</th>
<th>Williams</th>
<th>Woods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Survey</td>
<td>4</td>
<td>4</td>
<td>6</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>General Design</td>
<td>24</td>
<td>22</td>
<td>20</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>Construction Documents &amp; Bidding</td>
<td>23</td>
<td>22</td>
<td>20</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>Site Management</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
</tr>
</tbody>
</table>

### Exclusions

- Environmental Investigations and Permitting Assistance
- SUE
- Drainage Report
- Hydroecology Studies, CLOMR, Etc.
- Investigation of New Alignment Alternatives after FRR Submittal
- Structural Design of Bridges
- Formal Consultation with Fish and Wildlife Service
ERO Resources Corporation
Town of Johnstown
Little Thompson River Trail Project

Estimated Total Task Hours and Total Task Cost

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1. Wetland Delineation/ T&amp;E Habitat Assessment</td>
<td>$5,300</td>
</tr>
<tr>
<td>Task 2. CDOT Wetland Finding Report</td>
<td>$2,600</td>
</tr>
<tr>
<td>Task 3. CDOT Senate Bill 40 Certification</td>
<td>$1,400</td>
</tr>
<tr>
<td>Task 4. CDOT Biological Resources Report</td>
<td>$2,100</td>
</tr>
<tr>
<td>Task 5. Section 404 Nationwide Permit</td>
<td>$2,100</td>
</tr>
<tr>
<td>Task 6. Class I Cultural Resources File Search</td>
<td>$2,200</td>
</tr>
<tr>
<td>Task 7. Initial Site Assessment (ISA)</td>
<td>$4,200</td>
</tr>
<tr>
<td>Task 8. CDOT Non-Programmatic CatEx</td>
<td>$7,200</td>
</tr>
<tr>
<td>Task 9. Meetings, Agency Coordination, Project Management, Quality Control</td>
<td>$5,500</td>
</tr>
<tr>
<td>Total</td>
<td>$32,600</td>
</tr>
</tbody>
</table>

Project Assumptions

Historic

Assumptions

- ERO anticipates no field surveys would be necessary and will provide an additional scope if field surveys are needed. The project does not require right-of-way or easement acquisition.
- In the event CDOT determines fieldwork and reporting for consultation with the State Historic Preservation Officer is necessary, ERO will conduct these tasks under a revised scope of work.

Biology

Assumptions

- If wetlands are impacted, this project would meet the requirements of a Nationwide Permit (NWP) and a more detailed, time consuming Individual Section 404 of the Clean Water Act will not be needed.
- This approach and costs include one round of revisions based on CDOT comments.
- Formal consultation with U.S. Fish and Wildlife Service for Threatened and Endangered (T&E) species is not included in this scope.
- Information on noxious weeds found in the project area will be included in the biological resources report, and a separate noxious weed management plan will not be needed.
- If CDOT determines that some of the reports included in this scope are not needed, the estimated costs for these reports will not be included in the project contract.
- The Client will arrange and provide written permission to access the project area.
Hazardous Materials

Assumptions

- Unforeseen conditions may significantly affect the ability of ERO to make conclusions and recommendations during the Phase I investigation.

- ERO assumes the project area will not present conditions that may be hazardous to the health and safety of ERO personnel. The presence of visible hazards or contamination may be sufficient cause for ERO to halt work immediately and request a meeting with the Client to discuss the problem.

- ERO will conduct all work according to the provisions given in this SOW and in the accompanying Terms and Conditions. SOW.

- ERO will have adequate and timely access to the project area to conduct the Phase I ESA. The client will provide ERO with all written authorization or agreements to access the project area.

- Any conditions, known or suspected by the Client, that may have bearing on these investigations, or to the findings or recommendations made pursuant to this Work Scope, will be disclosed to ERO before initiation of the Work Scope. The Client will provide ERO with any appraisal reports, title histories, engineering reports or other technical reports or information that may pertain to this investigation.

- All references, statements or recommendations in this Work Scope or in any subsequent written reports to substances being either hazardous or not hazardous are made solely in accordance with or in reference to such official designations made by government agencies or other authorities under applicable laws, regulations, or guidelines. ERO itself makes no claim, warranty or implication as to whether any substance may or may not be hazardous.

- This Work Scope does not include an assessment of the potential for any particular condition adversely to affect public health.

- Any laboratory analytical work will be conducted by a laboratory or laboratories under separate contract or subcontract. While ERO will endeavor to select qualified laboratories for sample analysis, ERO will accept no responsibility or liability for laboratory results, quality control or analytical turnaround time.

- Deviations from these assumptions may result in cost increases or changes in schedule.

- All site boundaries shown or discussed in the report are approximations based on information supplied by the Client. ERO Resources will accept no responsibility or liability for the accuracy of the site boundaries.

- The Client will be responsible for obtaining any map/surveys or design plans of the project area, determining project area size, and providing access agreements to ROW acquisition parcels, and forwarding these items to ERO prior to conducting the site reconnaissance.
CDOT Programmatic Categorical Exclusion

Assumptions

- ERO assumes that the following resources would not need to be analyzed in detail or that CDOT will conduct environmental services, including the necessary research, fieldwork and environmental documentation for the following resources:
  - Paleontological resources
  - Archeological resources
  - Non-historic Section 4(f)
  - Air quality
  - Socioeconomic and Environmental Justice
  - Noise

- One on-site or in-person meetings is included in this SOW. No additional meetings are included.

- This SOW does not include additional work required in the event any currently unknown significant resource is located in the project area.

- One round of revisions for all reports based on CDOT’s comments is included in this SOW and no other revisions will be needed.
March 23, 2020

Otak, Inc.
Attn: Scott Belonger
371 Centennial Parkway, Suite 210
Louisville, CO 80027

Re: Proposal for Little Thompson River Trail Project topographic survey and basemapping

Scott,

After speaking with you and reviewing your survey request, I am pleased to provide you with a proposal to perform the following services:

**ITEM I – Topographic survey and boundary determination**

The fee to provide a topographic survey of a 75-foot wide swathe, centered about one of the two proposed alignments conveyed in the provided “LTRT.kmz,” and to provide basemapping of parcel lines and road rights-of-way within the project area, will be $10,461.00.

The breakdown of this cost is as follows:

- Project management and field prep – Project Manager – 4 hours @ $99/hr = $396.00
- Field work – Two-man Crew – 45 hours @ $157/hr = $7065.00
- PLS review – Project Surveyor – 5 hours @ $114/hr = $570.00
- Drafting – Draftsman – 20 hours @ $95/hr = $1900.00
- Utility locates – To be provided by PRIMO Locating Services, LLC - $530.00

**ITEM II – Optional titlework examination and drafting of easements**

The fee to examine the subject property titlework that King Surveyors is in possession of and to plot all draftable easements contained within the Schedule B exceptions in the immediate project area will be $1140.00.

The breakdown of this cost is as follows:

- PLS review – Project Surveyor – 10 hours @ $114/hr = $1140.00
ITEM III – 2013 post-flood LiDAR data acquisition and incorporation with ground truthing

The fee to acquire and incorporate LiDAR data available through the Colorado GeoData Cache will be **$1578.00.** This work will include some additional ground truthing and analysis of the LiDAR data to make reasonable, localized adjustments and samplings based on controlling observations taken in near-planar areas. The data available has a vertical precision claim of ±1 foot, and as such, a consistent match may not be achievable. LiDAR data integration will begin at the outer margins of the conventional survey area.

The breakdown of this cost is as follows:

- Field work – Two-man Crew – 4 hours @ $157/hr = $628.00
- Drafting – Draftsman – 10 hours @ $95/hr = $950.00

ITEM IV – 2013 post-flood LiDAR data acquisition and incorporation without ground truthing

The fee to acquire and incorporate LiDAR data available through the Colorado GeoData Cache will be **$570.00.** This will not involve any ground truthing or additional analysis, but will simply involve the blending of a conventionally-derived survey surface with a LiDAR-based surface and/or point file, with LiDAR data integration beginning at the outer margin of the conventional survey area.

The breakdown of this cost is as follows:

- Drafting – Draftsman – 6 hours @ $95/hr = $570.00

ITEM V – CDOT Control Diagram

The fee to generate a CDOT control diagram with an adequate basis of bearings and vertical control will be **$750.00.**

The breakdown of this cost is as follows:

- Drafting – Draftsman – 3 hours @ $95/hr = $279.00
- Field work – Two-man Crew – 3 hours @ $157/hr = $471.00

ADDITIONAL NOTES

None of the above-described work will result in any monuments being set nor any plats being provided/recorded. If these or any additional services other than those above-described become necessitated at a later date, they can be provided for an additional fee.

If you have any questions regarding this proposal, please feel free to contact me at my office at (970) 686-5011.

Sincerely,

Andrew Dieffenbach
andrewd@kingsurveyors.com