

# STATE OF COLORADO STANDARD UTILITY AGREEMENT (“SUA”)

## COVER PAGE

<b>State Agency</b> Department of Transportation	<b>Contract Number</b> 21-HA4-ZK-00027		
<b>Utility Owner</b> TOWN OF JOHNSTOWN	<b>Contract Performance Beginning Date</b> The Effective Date (Controller Signature Date, noted herein)		
<b>Contract Maximum Amount</b> <b>\$ 634,066.95</b>	<b>Initial Contract Expiration Date</b> April 23, 2023		
This Agreement is for: <input checked="" type="checkbox"/> Engineering Design <input checked="" type="checkbox"/> Construction Work <input checked="" type="checkbox"/> Construction Inspection			
<b>Project # NHPP 0253-280    Subaccount/WBS # 22831</b>			
<b>Location: SH 60 at I-25</b> <b>SC # 700118591</b>			
<b>Contract Purpose</b> To replace/improve the existing water system along SH 60 due to the I-25 North widening project.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> <li>1. Exhibit A – Relocation Details (Part I: Agreement Details, Part II: Task Overview) &amp; Part III: Owner’s Cost Estimate</li> <li>2. Exhibit B – Owner’s Preliminary Plans</li> <li>3. Exhibit C – Sample Option Letter</li> </ol> <p>The following are incorporated as terms and conditions into this Agreement. Items 1 and 3 are publically available, and all others are part of this Agreement.</p> <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Title 23, Code of Federal Regulations, Part 645 (Agreement shall be subject to any potentially conflicting terms).</li> <li>2. Colorado Special Provisions in §20 of the main body of this Contract.</li> <li>3. 2 CCR 601-18 (“Highway Accommodation Code).</li> <li>4. The provisions of the other sections of the main body of this Contract.</li> <li>5. Exhibit A, Relocation Details and Owner’s Cost Estimate</li> <li>6. Exhibit B, Owner’s Preliminary Plans</li> <li>7. Exhibit C, Executed Option Letter(s).</li> </ol>			
<b>Principal Representatives</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding-right: 20px;">           For the State:  <b>David Torrez</b>, Regional Utility Engineer            Region 4, Utility Program            10601 10<sup>th</sup> St.            Greeley, CO 80634            Phone: 970-350-2111            Email: david.torrez@state.co.us         </td> <td style="width: 50%; vertical-align: top;">           For Utility Owner:  <b>Matt LeCerf</b>, [Town Manager]            Town of Johnstown            450 Parish Ave, P.O. Box 609            Johnstown, CO 80534            Phone: 970-587-4664            Email: mlecerf@townofjohnstown.com         </td> </tr> </table>		For the State: <b>David Torrez</b> , Regional Utility Engineer Region 4, Utility Program 10601 10 <sup>th</sup> St. Greeley, CO 80634 Phone: 970-350-2111 Email: david.torrez@state.co.us	For Utility Owner: <b>Matt LeCerf</b> , [Town Manager] Town of Johnstown 450 Parish Ave, P.O. Box 609 Johnstown, CO 80534 Phone: 970-587-4664 Email: mlecerf@townofjohnstown.com
For the State: <b>David Torrez</b> , Regional Utility Engineer Region 4, Utility Program 10601 10 <sup>th</sup> St. Greeley, CO 80634 Phone: 970-350-2111 Email: david.torrez@state.co.us	For Utility Owner: <b>Matt LeCerf</b> , [Town Manager] Town of Johnstown 450 Parish Ave, P.O. Box 609 Johnstown, CO 80534 Phone: 970-587-4664 Email: mlecerf@townofjohnstown.com		

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

<p><b>Utility Owner</b> TOWN OF JOHNSTOWN</p> <hr/> <p>Signature</p> <hr/> <p>By: Printed Name &amp; Title of Signer</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <hr/> <p>By: Stephen Harelson, P.E., Chief Engineer</p> <p>Date: _____</p>
<p>2nd Utility Owner Signature if Needed</p> <hr/> <p>By: Printed Name &amp; Title of Signer</p> <p>Date: _____</p>	
<p>In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Department of Transportation</p> <p>Effective Date: _____</p>	

**THIS “AGREEMENT”** or “Contract” is between the State of Colorado acting by and through Colorado Department of Transportation (“State” or “CDOT”) and Town of Johnstown (“Owner”)

**RECITALS:**

1. It is necessary for CDOT to make certain improvements to the State Highway System (the “Highway Improvements”) which are located within Weld County, on State Highway 60 and I-25.
2. The Highway Improvements require the Owner to relocate, adjust, or install utility facilities (“the Work”), which is generally described as follows:

To replace/improve the existing water system along SH 60 due to the I-25 North widening project .

3. Authority exists in law and funds have been budgeted, appropriated, and otherwise made available by CDOT for the Work.
4. All citations to rules, codes, documents, and laws refer to the most recent versions.
5. The Owner’s Preliminary Plans (see Exhibit B) outline the Work. The Owner shall prepare detailed plans in conformance with Part 645, Subpart A of Title 23, Code of Federal Regulations (23 CFR 645A).
6. CDOT is authorized to pay the Owner for the performance of the Work pursuant to Sections 43-1-225,CRS or 43-1-208, CRS.
7. CDOT and the Owner must comply with 23 CFR 645 and 2 CCR 601-18 (“Highway Utility Accommodation Code); to obtain federal participation in the costs of the Work.
8. CDOT and the Owner desire to complete the Work as soon as possible.

**NOW THEREFORE, THE PARTIES AGREE:**

1. **Effective Date; Notice of Non-liability; Notice to Proceed.** This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (the “Effective Date”). The State shall not be liable to pay or reimburse Owner for any performance hereunder, including but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date, of this agreement, or any modification of work costs pursuant to Section 16 of this Agreement. CDOT will issue a written notice to proceed (“Notice to Proceed”) authorizing the Owner to proceed with the Work on or after the Effective Date. The Owner shall not begin performance of the Work until receipt of the written Notice to Proceed from CDOT. Upon receipt of written Notice to Proceed, the Owner shall diligently perform the Work without interfering with the Highway Improvements or causing avoidable delay. The Owner shall perform the Work in accordance with all terms and conditions of this Agreement.
2. **Timeframe for Completion of Work.** The Owner shall coordinate the Work with the Highway Improvements’ construction, as directed by CDOT, and shall complete the Work by the **Initial Contract Expiration Date** noted above.
3. **Reimbursement.** CDOT will reimburse the Owner for all “Eligible Costs” (as defined by 23 CFR 645) of the estimated the costs of the Work (see Exhibit A). The amount CDOT pays the Owner under this Agreement will be full compensation for all Eligible Costs incurred by the Owner while performing the Work.
4. **Determination of Work Costs.** The Owner will determine the direct and indirect work costs (as defined by 23 CFR 645) (“Work Costs”) accumulated under a work order accounting procedure prescribed by a federal or State regulatory body for the Work, which shall not exceed the **Contract Maximum Amount**, noted above, and this amount is the maximum amount payable under this Agreement to Owner by the State, as determined by the State from available funds. If the Work Costs are greater than \$150,000.00, CDOT may retain 10% of billed Work Costs, up to a maximum of 5% of the original Agreement amount, prior to the required audit by CDOT, pursuant to section 24-91-103, CRS. If CDOT retains payments pending an audit, CDOT will either pay the Owner for Eligible Costs in excess of any previous payments, or the Owner will reimburse CDOT for any previous payments in excess of Eligible Costs.
5. **Work Costs In Excess of Original Estimate.** If during the performance of the Work, the Owner discovers that estimated Work Costs (see Exhibit A) are undervalued, the Owner must obtain an Option Letter (see Exhibit C) or other amendment to this Agreement. CDOT will not pay for Work or Work Costs incurred prior to that

Work or Work Cost being authorized on a fully executed document, such as this Agreement, an Option Letter, or other amendment to this Agreement. The Owner must itemize all Work Cost increases on the final billing.

6. **Timeframe for Submission of Billings.** The Owner must submit all billings to CDOT for Work Costs not later than 120 days after completing the Work. CDOT will pay the Owner no more than once per month for satisfactory Work that is properly invoiced.
7. **Separate Invoice for Easements.** The Owner must invoice CDOT separately for all Work Costs incurred to acquire an easement or replacement right-of-way under this Agreement.
8. **Salvage Value of Materials Removed.** The Owner must credit CDOT for the value of all salvaged materials removed during the Work, as explained in 23 CFR 645.117(h). The Owner shall not dispose of any salvage materials without CDOT inspection and approval of such disposal.
9. **Recording Costs.** The Owner and its subcontractors, if any, shall develop and record all Work Costs in accordance with 23 CFR 645.117 and any other applicable regulations or procedures. The Owner shall provide CDOT with all information and reports required by State or federal statute, rules, regulations, or industry standards.
10. **Records Retention.** The Owner shall maintain a complete file of all records, documents, communications, and/or other written materials which pertain to the Work. Further, the Owner shall maintain such records for a period of three (3) years after the latter of: the date of termination of this Agreement, final payment for the Work, or resolution of pending matters related to the Work. The Owner shall be the custodian of all such records, documents, communications, and other materials, however, these items shall be the property of CDOT, and shall be maintained by the Owner in a reasonably usable and retrievable manner. This provision shall survive any termination clause.
11. **Audit, Inspection of Records, and Monitoring.** The Owner shall permit CDOT, the Federal Government, or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe the Owner's records during the term of this Agreement and for the period of record retention described immediately above. This provision shall survive any termination clause. The Owner shall also permit the State, Federal Government, or any other duly authorized agent of a governmental agency to monitor all activities conducted by the Owner pursuant to the terms of this Agreement. The Owner shall further permit the monitor to review procedures and data, test materials, conduct visual inspections, perform on-site inspections, or any other reasonable procedure.
12. **Term of Agreement.** Unless otherwise terminated in accordance with provisions of this Agreement, this Agreement will terminate on the date CDOT makes final payment to the Owner.
13. **Early Termination in the Public Interest.** CDOT may terminate this Agreement at any time CDOT determines that the Work no longer serves the best interest of CDOT and its public. CDOT shall effect such termination by giving at least 20 days advanced written notice of the termination date. In the event of termination under this provision, the Owner shall be entitled to receive just and equitable compensation for any satisfactory Work completed. Upon termination, the Owner shall be obligated to immediately return any payment, information, or materials related to the Work.
14. **Early Termination for Cause.** If the Owner fails to perform in accordance with any provision of this Agreement, CDOT shall give the Owner written notice of such failure, at least ten (10) days to cure or justifiably explain such failure, and CDOT's intent to terminate this Agreement for cause. If such cure or explanation is not satisfactorily resolved after at least ten (10) days, CDOT may terminate the Agreement. If the Agreement is terminated for cause, Owner shall be obligated to immediately return any payment, information, or materials related to the Work. If the Agreement is terminated for cause but it is later determined that the Agreement should not have been terminated for cause, the rights and obligations of the parties shall be as described in the preceding provision related to termination in the public interest.
15. **Indemnification.** The Owner shall indemnify, save, and hold harmless CDOT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and

related costs, incurred as a result of any act or omission by the Owner, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This provision shall survive the termination of the Agreement. CDOT may withhold payments due to Owner pending resolution of any matter of indemnification.

- 16. Option Letter.** CDOT may increase or decrease payment for Work Costs pursuant to this Agreement by using an Option Letter for this Agreement substantially similar to Exhibit C. Any other modifications not within the terms of this Paragraph must be executed by formal amendment to the Agreement.
- 17. Federal/State Requirements.** The Owner shall strictly adhere to and comply with all applicable State and Federal laws, rules and regulations in performance of the Work. The Owner shall also require compliance with these statutes and regulations in all subcontractor agreements permitted under this Agreement. The Owner must obtain CDOT approval prior to award of any subcontract between the Owner and any other party for the performance of any part of the Work.
- a. “Buy America” Requirements. All manufacturing processes, including the application of a coating, for all steel and iron products permanently incorporated in the work shall have occurred in the United States of America. All manufacturing processes are defined as “processes required to change the raw ore or scrap metal into the finished, in-place steel or iron product”. This requirement will not prevent a minimal use of foreign steel or iron provided the total project delivered cost of all such steel and iron which includes the cost of delivering the steel and iron to the project, does not exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater. If there is any foreign steel or iron permanently incorporated into the project the Contractor shall provide documentation of the project delivered cost of that foreign steel or iron.
  - b. The Contractor shall maintain on file certifications that every process, including the application of a coating, performed on steel or iron products either has or has not been carried out in the United States of America. This certification applies to every iron or steel product that requires pre-inspection, pretesting, certified test results, or a certificate of compliance. The Contractor shall obtain such a certification from each supplier, distributor, fabricator, and manufacturer that has handled each steel or iron product. These certifications shall create a chain of custody trail that includes every supplier, distributor, fabricator, and manufacturer that handles the steel or iron product. The lack of these certifications will be justification for rejection of the steel or iron product.
  - c. The State, FHWA, and their representatives shall be allowed access to this documentation upon request. Prior to the permanent incorporation into the project of steel or iron products the Contractor shall certify in writing that the documentation is on file and the steel or iron products are in compliance with this requirement.”
- 18. Legal Authority.** The Owner, by and through its signatory, warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to lawfully bind the Owner to the Agreement.
- 19. Counterparts.** This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 20. Special Provisions (effective. 11/1/2018).** These Special Provisions apply to all contracts except where noted in italics.
- A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**  
This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State’s Chief Information Officer or designee.
  - B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**  
Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
  - C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State’s discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

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## **Exhibit A: Relocation Details and Owner's Estimate**

### **Part I: Utility Agreement Details – Worksheets below (Separated by two projects)**

#### **Project 1 – Johnstown New Waterline, Loop and LTWD Taps**

n/a	If an option in this chart is not applicable, mark "n/a" in the left column.		
	This Agreement provides for reimbursement of the following costs:		
	Cost Type	Work to be performed by:	Or: (Check both (owner & consultant), if applicable)
	<input checked="" type="checkbox"/> Preliminary Engineering (Review)	<input checked="" type="checkbox"/> Owner	<input checked="" type="checkbox"/> Consultant
	<input checked="" type="checkbox"/> Construction Traffic	<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Sub-Contractor (i.e. contractor on behalf of Utility owner)
	<input checked="" type="checkbox"/> Construction engineering/Inspection (Review)	<input checked="" type="checkbox"/> Owner	<input checked="" type="checkbox"/> Consultant
	Existing utilities in conflict with highway construction are: <input type="checkbox"/> on an existing right of way <input checked="" type="checkbox"/> on right of way CDOT will acquire or has since acquired		
	Adjusted and/or relocated utilities will be located: <input type="checkbox"/> within CDOT right of way <input checked="" type="checkbox"/> within an easement of the Owner		
	Proof of real property interest or eligibility for reimbursement is: Recorded title in County: Weld County		
	Affidavit (attached) Form #:		
	Local Ordinance #:		
	Easement (copies attached, include in Exhibit A): <b>Attached, immediately following.</b>		
	Governmental subdivision (§43-1-225, C.R.S.)		
	A consultant was retained through: <input type="checkbox"/> Competitive negotiation (attach certification of consultant) <input checked="" type="checkbox"/> Existing ongoing written Agreement (attach certification of consultant)		
	A construction sub-contractor was or will be selected through: <input type="checkbox"/> Competitive bidding <input checked="" type="checkbox"/> Existing ongoing written agreement		
n/a	List any low-cost, incidental work (e.g. tree-trimming, x-ray weld inspection, etc.) to be reimbursed under this Agreement which will be awarded without competitive bidding (or check not applicable box):  <i>Not applicable</i>		
	If CDOT and the Owner are each responsible for a share of the total relocation costs, the estimate and subsequent billings will be based on (and option documented in Estimate): <input checked="" type="checkbox"/> Actual costs attributable to CDOT <input type="checkbox"/> Total work adjusted to CDOT's pro-rata share		
n/a	The work will involve: Replacement of a building, pumping station, substation, or any other similar unit (include credit for expired service life in Estimate).		





n/a	Betterment of a facility, other than one required by current industry codes or standards (include credit for betterment in Estimate).
n/a	Recovery of materials for later reuse by Owner (include credit in Estimate for salvage exceeding \$5,000 at current stock prices).

**Project 2 – Casing Extension**

n/a	If an option in this chart is not applicable, mark “n/a” in the left column.		
	This Agreement provides for reimbursement of the following costs:		
	Cost Type	Work to be performed by:	Or: (Check both (owner & consultant), if applicable)
	<input checked="" type="checkbox"/> Preliminary Engineering (Review)	<input checked="" type="checkbox"/> Owner	<input checked="" type="checkbox"/> Consultant
	<input checked="" type="checkbox"/> Construction Traffic	<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Sub-Contractor (i.e. contractor on behalf of Utility owner)
	<input checked="" type="checkbox"/> Construction Engineering/Inspection (Review)	<input checked="" type="checkbox"/> Owner	<input checked="" type="checkbox"/> Consultant
	Existing utilities in conflict with highway construction are: <input type="checkbox"/> on an existing right of way <input checked="" type="checkbox"/> on right of way CDOT will acquire or has since acquired		
	Adjusted and/or relocated utilities will be located: <input type="checkbox"/> within CDOT right of way <input checked="" type="checkbox"/> within an easement of the Owner		
	Proof of real property interest or eligibility for reimbursement is: Recorded title in County: Weld County		
	Affidavit (attached) Form #:		
	Local Ordinance #:		
	Easement (copies attached, include in Exhibit A): <b>Attache immediately followingd.</b>		
	Governmental subdivision (§43-1-225, C.R.S.)		
	A consultant was retained through: <input type="checkbox"/> Competitive negotiation (attach certification of consultant) <input checked="" type="checkbox"/> Existing ongoing written Agreement (attach certification of consultant)		
	A construction sub-contractor was or will be selected through: <input type="checkbox"/> Competitive bidding <input checked="" type="checkbox"/> Existing ongoing written agreement		
n/a	List any low-cost, incidental work (e.g. tree-trimming, x-ray weld inspection, etc.) to be reimbursed under this Agreement which will be awarded without competitive bidding (or check not applicable box):  <i>Not applicable</i>		



n/a	If CDOT and the Owner are each responsible for a share of the total relocation costs, the estimate and subsequent billings will be based on (and option documented in Estimate): <input type="checkbox"/> Actual costs attributable to CDOT <input type="checkbox"/> Total work adjusted to CDOT's pro-rata share
n/a	The work will involve: Replacement of a building, pumping station, substation, or any other similar unit (include credit for expired service life in Estimate).
n/a	Betterment of a facility, other than one required by current industry codes or standards (include credit for betterment in Estimate).
n/a	Recovery of materials for later reuse by Owner (include credit in Estimate for salvage exceeding \$5,000 at current stock prices).

945

*[Handwritten Signature]*

## EASEMENT AGREEMENT

This Easement Agreement is made this 14 day of April, 1998, by and between H Bar H, Inc., whose address is 4020 Goeller Boulevard, Columbus, \_\_\_\_\_ County, Indiana 47201 ("GRANTOR"), and the Town of Johnstown, acting by and through the Town of Johnstown Water Activity Enterprise, a government-owned business within the meaning of Article X, Section 20(2) (d), of the Colorado Constitution, organized pursuant to C.R.S. §37-45.1-101 et seq., whose address is 101 West Charlotte Street, Johnstown, Colorado 80534 ("GRANTEE").

GRANTOR, for and in consideration of the sum of 5392 DOLLARS paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by the Easement Agreement does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a permanent non-exclusive easement and a temporary construction easement (to expire one (1) year from the date of execution of this easement agreement by GRANTOR) on and under the property described on Exhibit "A" attached hereto and incorporated herein by this reference, located in Weld County, Colorado ("Property"): for the purpose of:

1. Surveying, locating, installing, construction, using, operating, maintaining, inspecting, repairing, altering, removing and replacing one or more buried water and sewer pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and wastewater, and the operation and control of such pipelines;
2. Marking the location of the Property and pipeline or pipelines thereunder by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as GRANTOR shall make of the Property under the terms of this Easement Agreement;
3. Cutting and clearing trees, brush, debris and other obstructions on the Property that might interfere with the operation and maintenance of GRANTEE'S activities and facilities on the Property; and
4. Access for purposes of maintaining; inspecting, repairing, altering, removing or replacing one or more buried pipelines across property owned by the GRANTOR that is contiguous to the Property with the GRANTOR'S consent, which consent shall not be unreasonably withheld.

The GRANTEE shall:

5. Insofar as practicable, bury all pipe and to a sufficient depth at the time of construction so as not to interfere unreasonably with ordinary cultivation of the Property;



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6. Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
7. Insofar as practicable, restore fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the condition existing prior to GRANTEE'S activities on the Property, or at GRANTEE'S option to pay the actual damages to such items caused by GRANTEE'S activities on the Property;
8. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities on the Property; and
9. Restore or replace improvements made by the GRANTOR on the Property that were made with the written consent of the GRANTEE as provided in paragraph 9 below, should those improvements be disturbed by the GRANTEE, on the condition that the GRANTOR pays one-half of the costs for such restoration or replacement.

The GRANTOR reserves the right to use and occupy the Property for any purpose consistent with the rights and privileges granted herein which will not interfere with or endanger any of the GRANTEE'S facilities on or under the Property or GRANTEE'S use thereof, provided that GRANTOR shall not:

10. Construct or allow the construction of any buildings or other structures on or under the Property;
  11. Impound water or other substances on or over the Property;
  12. Store or dispose of any dangerous, toxic or hazardous substance on or under the Property;
  13. Alter or replace any fence on the Property without the prior written consent of GRANTEE;
  14. Use the Property for any purpose except agriculture without the prior consent of GRANTEE; provided, however, the written consent of the GRANTEE will not be unreasonably withheld for the following uses: a) Open space areas with or without landscaping but excluding fences, other than along property lines, retaining walls, and trees; b) Paved, gravel-surfaced, or unsurfaced local roadways (not arterials) on parking areas except uses involving long-term storage; c) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts; and
  15. Plant or allow any trees to grow on Property without the prior written consent of GRANTEE.
  16. SEE ADDENDUM ATTACHED
-

# H BAR H INC.

## ADDENDUM TO EASEMENT AGREEMENT BETWEEN JOHNSTOWN AND H BAR H

1. Due to stakes being placed showing location of the easement, it does not make sense to plant said fields. However, Johnstown will be liable for payment, as outlined elsewhere, for the crops that were to be planted in said fields. Landlord will supply list of said crops. *Basis for Crop Damage*
2. Disturbed areas are to be graded out and not left in a "hump" condition. *OK H*
3. Contractors are to make proper arrangements for a continuing flow of water through disturbed ditches that serve planted crops. *OK H*
4. Field roads are NOT to be used by contractors. Contractors ARE to stay in easement areas. *OK H*
5. Disturbed hay fields are to be paid on a ~~one~~<sup>one</sup> year basis for crop damage as bringing said field back to production will take three years. *OK H*
6. Arterials listed in section 14 are to be treated as other paved roads, ie. written consent of Grantee shall not be unreasonably withheld. *OK H*

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GRANTOR warrants and will forever defend the title to the Property.

DATED THIS 14<sup>th</sup> day of April, 1998.

GRANTOR:

GRANTEE:

H Bar H, Inc.

The Town of Johnstown,  
A Municipal Corporation

By: J V BAR H Inc  
Virbat Hoover Pres. By: Thomas J Mayor

STATE OF INDIANA )  
COUNTY OF Bartholomew )§

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 1998 by Karen A. Morris, as Notary Public, for H BAR H Inc, Grantor.

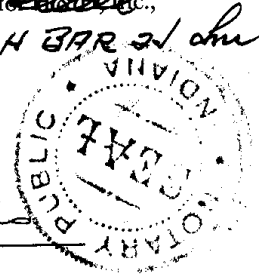
Witness my hand and official seal

My Commission expires: \_\_\_\_\_



Karen A. Morris, Notary Public  
Resident of Bartholomew Co.  
My Commission Expires 6-9-01

Karen A. Morris  
Notary Public

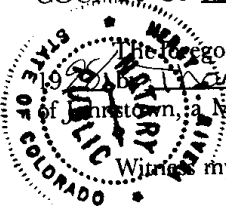


STATE OF COLORADO )  
COUNTY OF Weld )§

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of May, 1998, by Thomas J Mayor, as Mayor, for the Town of Johnstown, a Municipal Corporation, Grantee.

Witness my hand and official seal.

My Commission expires: March 16, 2000



Thomas J Mayor  
Notary Public

# Intermill Land Surveying

- Registered in Colorado & Wyoming -



1301 N. Cleveland Ave.  
Loveland, Colorado 80537  
(970) 669-0516  
Fax (970) 635-9775



P-98-4016  
March 17, 1998

Description for Utility Easement (H Bar H, Inc. to the Town of Johnstown):

That portion of the Southwest Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado being more particularly described as follows:

Considering the West line of the Southwest Quarter of said Section 2 as bearing South  $00^{\circ} 23' 55''$  East and with all bearings contained herein relative thereto:

Beginning at the Northwest corner of the Southwest Quarter of said Section 2; thence along the West line of the Southwest Quarter of said Section 2 South  $00^{\circ} 23' 55''$  East 612.67 feet; thence departing said West line North  $89^{\circ} 38' 22''$  East 50.00 feet to a point on the Easterly line of that certain parcel of land as described in deed recorded at Book 1084, Page 305, records of said County and the TRUE POINT OF BEGINNING; thence departing said Easterly line of said Book 1084, Page 305 North  $89^{\circ} 38' 22''$  East 29.86 feet; thence South  $89^{\circ} 49' 24''$  East 459.72 feet; thence South  $89^{\circ} 04' 27''$  East 317.90 feet; thence North  $89^{\circ} 22' 49''$  East 414.53 feet; thence North  $84^{\circ} 42' 04''$  East 386.77 feet; thence North  $86^{\circ} 54' 13''$  East 396.75 feet; thence North  $88^{\circ} 43' 23''$  East 388.40 feet; thence North  $89^{\circ} 49' 17''$  East 111.05 feet, more or less, to a point on the East line of the Southwest Quarter of said Section 2; thence along said East line South  $03^{\circ} 11' 29''$  East 30.04 feet; thence departing said East line South  $89^{\circ} 49' 17''$  West 112.34 feet; thence South  $88^{\circ} 43' 23''$  West 387.64 feet; thence South  $86^{\circ} 54' 13''$  West 395.70 feet; thence South  $84^{\circ} 42' 04''$  West 387.42 feet; thence South  $89^{\circ} 22' 49''$  West 416.16 feet; thence North  $89^{\circ} 04' 27''$  West 318.11 feet; thence North  $89^{\circ} 49' 24''$  West 459.38 feet; thence South  $89^{\circ} 38' 22''$  West 29.70 feet, more or less, to a point on the Easterly line of said Book 1084, Page 305; thence along said Easterly line of said Book 1084, Page 305 North  $00^{\circ} 23' 55''$  West 30.00 feet to the TRUE POINT OF BEGINNING.




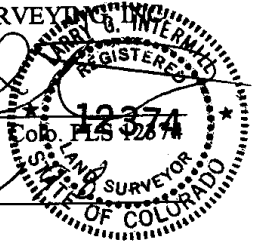
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The above described Utility Easement contains 1.72± acres (75,171.64 square feet), more or less.

TOGETHER WITH a temporary construction easement being 70 feet in width located adjacent to, parallel with and Southerly of the Southerly line of the above described easement.

INTERMILL LAND SURVEYING, INC.

  
Larry G. Intermill  
Date: 3/18/18



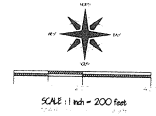
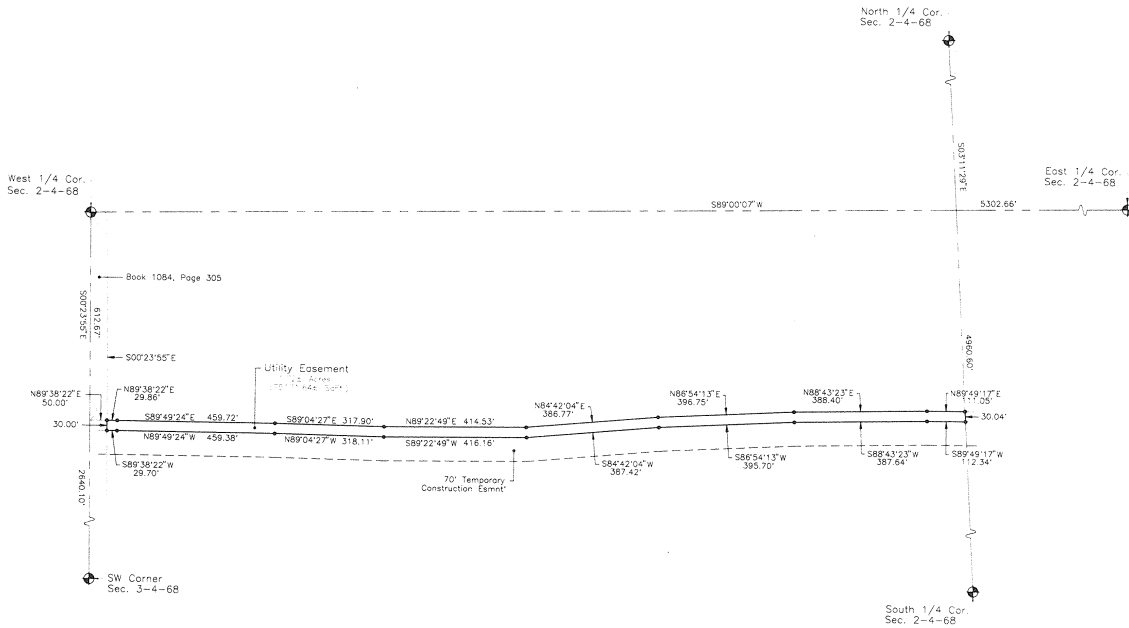
  
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6 of 7 R 41.00 D 0.00 JA Suki Tsukamoto



2621945 08/25/1998 02:30P Meigs County CO  
7 of 7 R 41.00 D 0.00 JR Suki Tsukamoto

# EXHIBIT MAP

H Bar H Inc. to the Town of Johnstown



INTERMILL LAND SURVEYING, INC.  
330 N. Cleveland Avenue  
Lawrence, Georgia 30043  
(970) 666-0516



## **Part II: Utility Task Overview and Detail of Work Reimbursable by the Agreement**

**Exhibit A, in its entirety, is preliminary based upon the Parties' planned performance of the Agreement's scope, as of execution of the Agreement. In the event modifications are necessary, based upon Owner's selection of Contractor or developments with third parties, CDOT and Owner agree to work to modify this Agreement without unreasonable delay.**

### **Project 1 – Johnstown New Waterline, Loop and LTWD Taps**

Overview of Project:

Town of Johnstown: New Waterlines along SH60 and the I-25 intersection

- The Town of Johnstown will be assisting with the abandonment of the LTWD water lines on the West Side of I-25 and under I-25. These lines will be abandoned in place with some modifications. A new 12” PVC line will be installed South of the Home Supply Ditch and SH60 and tied into the existing 12” PVC line in the SW Corner of SH60 and High Plains Blvd.
- Then east of High Plains Blvd – an 8” PVC Line will be installed to create a Johnstown loop – connecting 2 of their systems together.
- The current three taps that are supplied by LTWD will be transferring responsibility to Town of Johnstown.

#### **Detailed Scope of Work,**

Coordination, design, ROW procurement, materials and construction for the abandonment of 5,175 LF of small LTWD waterline and installation of 2,460 of 12” PVC and 1150 of 8” PVC along SH60 at the intersection with I-25. In addition, Johnstown will be taking over the (3) taps that presently LTWD is supplying on the East Side of I-25.

- The following narrative will help clarify the objectives, detail risk mitigation measures, and communicate all parties' expectations to ensure successful waterline installations, waterline abandonments, new tie-ins, casing and line extensions and removal efforts associated with the Johnstown projects.
- The installations, extensions, abandonments and tie-ins will be complete by May 2021. The Colorado Department of Transportation (CDOT), LTWD and the Town of Johnstown will coordinate through multiple meetings, plan reviews, design reviews, workshops and construction reviews. The following items document the general terms that are agreed to by all parties. Details specific to each relocation are included in the detailed scope descriptions.
- **Preparation for the temporary service shutdown to the affected taps**  
Work required to negate the effect of the temporary and permanent waterline and sewer shutdowns to the end users will be the responsibility of Johnstown and LTWD. This includes but is not limited to public notification, coordination with outside entities as needed, and temporarily routing water and sewage using existing infrastructure to any impacted end users.

Work specifically identified in this section shall be completed by Johnstown. The operation to distribute water and sewage through the system during the shutdown will be the responsibility of the Johnstown. If effort beyond standard operating norm is required, CDOT will reimburse the Town of Johnstown for that effort as agreed upon between both parties.

- **Design review, construction, and field inspection**  
The Project Team will provide design drawings and specifications for the relocation project that are signed and stamped by a professional engineer licensed in the State of Colorado. Johnstown will participate in the design review and provide comment and design changes as needed to the documents and provide timely approval to move forward with construction.

Responsibility of construction will be bid by Johnstown for construction separate from the CDOT project. CDOT and Johnstown will coordinate after review of the relocation scope, adjacent construction activities, and the necessary construction schedule to continue progress on the I-25 project.

Once design drawings and specifications are approved by the Town of Johnstown, any additional work by Johnstown's contractor at the request of and on behalf of Town of Johnstown shall not be paid for by the CDOT project, but shall be paid by the Town of Johnstown, unless otherwise agreed to in writing by the CDOT Project Engineer. If Johnstown should decide to upgrade the proposed infrastructure to account for future use, the cost of providing those upgrades shall be paid for by Johnstown, unless approved in writing by the CDOT engineer.

Johnstown will assist in construction sequencing, risk identification and mitigation, schedule reviews, and other pre-construction workshops and discussions to ensure a successful relocation alongside the I-25 project. As necessary, the Town of Johnstown will engage in field observation, construction meetings, and review as waterline installation progresses and will identify concerns and communicate comments in a timely fashion through an agreed-upon communication structure.

The review and approval of design plans and the inspection of construction by Johnstown during the relocation will be paid for by CDOT through the above referenced project.

- **Communication protocol**

The CDOT project team commits to the agreed-upon communication plan with identified project team members, attached to this agreement, during construction to identify and address any issues efficiently.

- **Invoicing**

The Town of Johnstown shall provide a monthly billing report to CDOT, in the format of a CDOT Form 10 or similar, detailing all time spent on work items that were performed by Johnstown personnel within that applicable billing period. If eligible reimbursement costs are anticipated to grow in excess of this agreement amount, Johnstown is responsible for communicating the need for additional funds as early as possible. CDOT cannot guarantee the reimbursement eligibility of costs that exceed the contract amount before an amendment to the agreement is in place.

Invoices shall be separated per the work areas identified in this agreement.

- **Tie-in schedule**

CDOT and Johnstown will collaborate on an estimated schedule of work to perform tie-ins, install the new waterline, casing extensions and relocated line and have the systems substantially complete.

The Town of Johnstown representatives are encouraged to attend as necessary to weekly construction meetings, as look ahead schedules will be provided and available for discussions.

- **As-Built Plans**

Upon completion of the new installation, Town of Johnstown shall supply as-built drawings in PDF format, DGN (MicroStation) files, as applicable, to the Town of Johnstown.

- **Requirement from LTWD to abandon the existing waterline**

The final design plans will contain final details regarding the abandonment and tie-over of the LTWD infrastructure, which will be completed by Johnstown. Information received from LTWD regarding these actions are included below. If information included here deviates from the final plans and specifications, the plans and specifications shall be considered the most accurate.

That tap/meter pit at the Red Barn Liquor store was removed. We still have a tap on the south side of the road that needs to maintain service just on the opposite side of the road as the liquor store. That is the tap I am mentioning below, hence the reason for the blowoff near the liquor store. The list and map are shown below:

- install a 2-inch blowoff near the Red Barn Liquor store just downstream of the last LTWD tap on CR 48,

- removing the meter pits for the three taps that are transferring to Johnstown,
- pulling the valve box tops from the 4 valves along the stretch of waterline (one on the west side and three on the east side of the intersection),
- removal of the two blowoffs and their related valve boxes east of High Plains Blvd,
- plug the small line to be abandoned as exposed near the liquor store and everywhere else the line is severed,
- abandonment of the line per CDOT's requirements (especially considering the location under the interstate).

#### Work plan,

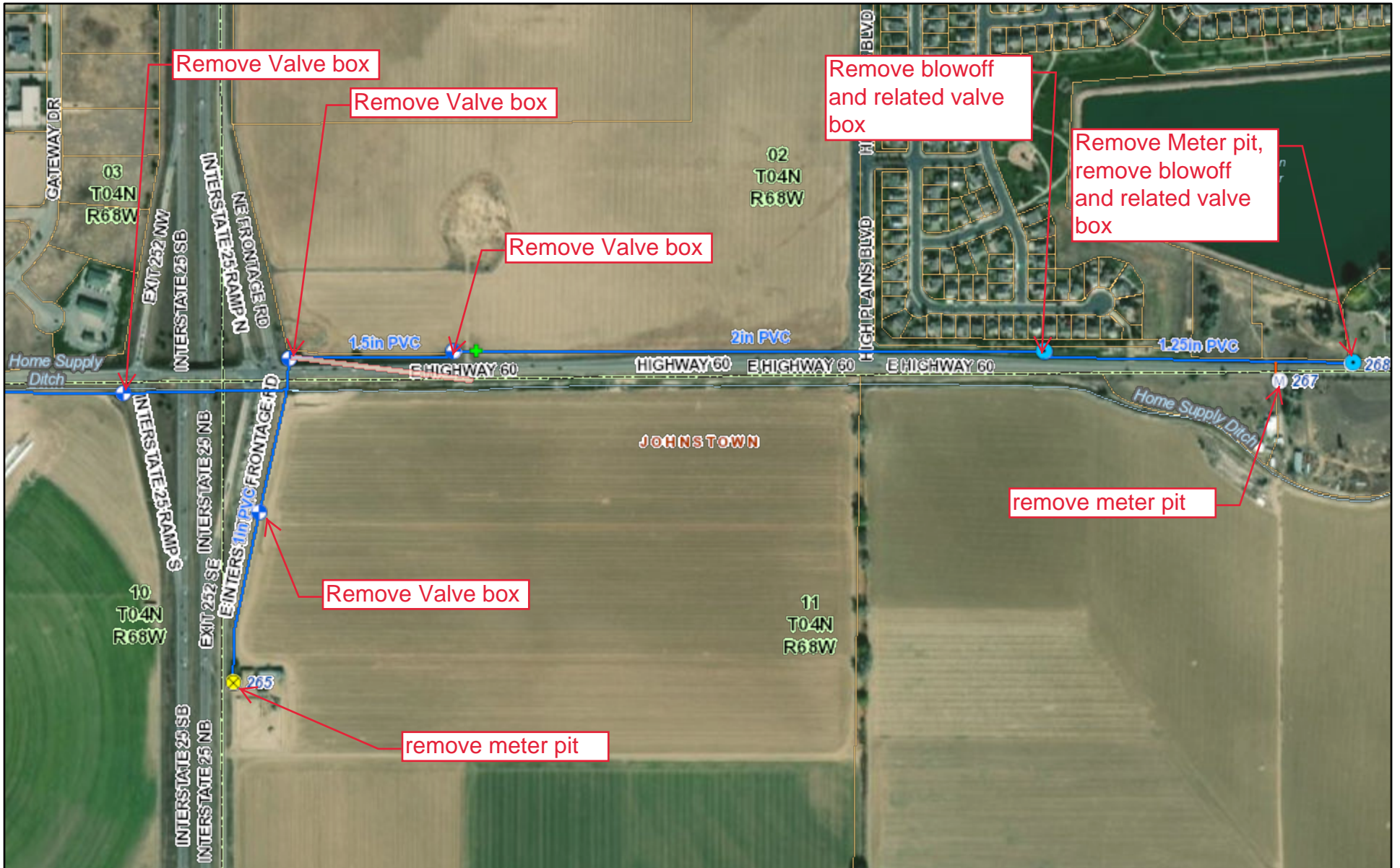
The scope of work for this agreement is the abandonment and installation of the impacted section of the LTWD waterlines on both the West/East side of I-25. On the West side the LTWD will be abandoned and on the East side Johnstown will be replacing the LTWD system with a 12" PVC line on the south side of SH60 and an 8" PVC on the north side of SH60, to supply the three water taps presently supplied by LTWD. Generally, this agreement will cover the following scope:

- Coordination of Johnstown with the project design team required after the agreement is in place.
- Technical design of the new water system – by Muller/Jacobs team.
- Purchase of new easement from the landowner to encapsulate the new water system. – by Johnstown and CDOT.
- The procurement of all necessary permits to perform installation of the new water system. – by Johnstown.
- The construction of the new water system, abandonment of the existing LTWD water lines on both the west and east side of I-25 and reconnect the 3 water taps on the east side of I-25 – by Johnstown.
- The testing, temporary shut-down, and tie-in of the new water system and existing taps – by Johnstown.
- The abandonment of the LTWD water lines west and east of I-25 – by Johnstown with cooperation from LTWD.
- Other activities as required to complete the installation of the new water system, abandonment of the LTWD water lines west and east of I-25 and reconnect the 3 water taps that will be changing responsibility to Johnstown as shown in the attached exhibits.

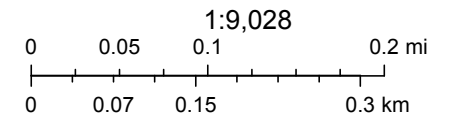
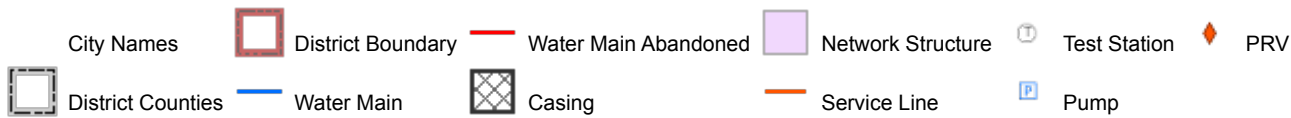
Associated deliverables/milestones: Anticipated Relocation Date – Prior to middle of 2021, assuming NTP is issued to allow work to commence following NTP and prior to anticipated date herein.

Map of Project 1 - Immediately Following this Page

Exhibit A, Part II - Project #1 Location Map  
**ArcGIS Web Map**



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Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Joe Robinson

### **Project 2 – Casing Extension**

Overview of Project: Utility's name and address,

Town of Johnstown: Location of the relocation, Casing extension for both the water and sewer line on the west side of I-25 and north of SH60.

- There is an existing crossing under I-25 for both a Johnstown waterline and sewer line. With the expansion of I-25 – the casings on both the waterline and sewer line will need to be lengthened. The existing waterline is a 20” and it is reduced down to a 12” in the 20” casing under I-25. The existing sewer line is a 12” and is in a 24” casing.

### **Detailed Scope of Work,**

Coordination, design, ROW procurement, materials and construction for the extension of the sewer and water line casings on the west side of the I-25.

- The following narrative will help clarify the objectives, detail risk mitigation measures, and communicate all parties' expectations to ensure successful waterline installations, waterline abandonments, new tie-ins, casing and line extensions and removal efforts associated with the Johnstown projects.
- The installations, extensions, abandonments and tie-ins will be complete by May 2021. The Colorado Department of Transportation (CDOT), LTWD and the Town of Johnstown will coordinate through multiple meetings, plan reviews, design reviews, workshops and construction reviews. The following items document the general terms that are agreed to by all parties. Details specific to each relocation are included in the detailed scope descriptions.
- **Preparation for the temporary service shutdown to the affected taps**  
Work required to negate the effect of the temporary and permanent waterline and sewer shutdowns to the end users will be the responsibility of Johnstown and LTWD. This includes but is not limited to public notification, coordination with outside entities as needed, and temporarily routing water and sewage using existing infrastructure to any impacted end users.

Work specifically identified in this section shall be completed by Johnstown. The operation to distribute water and sewage through the system during the shutdown will be the responsibility of the Johnstown. If effort beyond standard operating norm is required, CDOT will reimburse the Town of Johnstown for that effort as agreed upon between both parties.

- **Design review, construction, and field inspection**

The Project Team will provide design drawings and specifications for the relocation project that are signed and stamped by a professional engineer licensed in the State of Colorado. Johnstown will participate in the design review and provide comment and design changes as needed to the documents and provide timely approval to move forward with construction.

Responsibility of construction will be bid by Johnstown for construction separate from the CDOT project. CDOT and Johnstown will coordinate after review of the relocation scope, adjacent construction activities, and the necessary construction schedule to continue progress on the I-25 project.

Once design drawings and specifications are approved by the Town of Johnstown, any additional work by Johnstown's contractor at the request of and on behalf of Town of Johnstown shall not be paid for by the CDOT project, but shall be paid by the Town of Johnstown, unless otherwise agreed to in writing by the CDOT Project Engineer. If Johnstown should decide to upgrade the proposed infrastructure to account for future use, the cost of providing those upgrades shall be paid for by Johnstown, unless approved in writing by the CDOT engineer.

Johnstown will assist in construction sequencing, risk identification and mitigation, schedule reviews, and other pre-construction workshops and discussions to ensure a successful relocation alongside the I-25 project. As necessary, the Town of Johnstown will engage in field observation, construction meetings, and review as waterline installation progresses and will identify concerns and communicate comments in a timely fashion through an agreed-upon communication structure.

The review and approval of design plans and the inspection of construction by Johnstown during the relocation will be paid for by CDOT through the above referenced project.

- **Communication protocol**

The CDOT project team commits to the agreed-upon communication plan with identified project team members, attached to this agreement, during construction to identify and address any issues efficiently.

- **Invoicing**

The Town of Johnstown shall provide a monthly billing report to CDOT, in the format of a CDOT Form 10 or similar, detailing all time spent on work items that were performed by Johnstown personnel within that applicable billing period. If eligible reimbursement costs are anticipated to grow in excess of this agreement amount, Johnstown is responsible for communicating the need for additional funds as early as possible. CDOT cannot guarantee the reimbursement eligibility of costs that exceed the contract amount before an amendment to the agreement is in place.

Invoices shall be separated per the work areas identified in this agreement.

- **Tie-in schedule**

CDOT and Johnstown will collaborate on an estimated schedule of work to perform tie-ins, install the new waterline, casing extensions and relocated line and have the systems substantially complete.

The Town of Johnstown representatives are encouraged to attend as necessary to weekly construction meetings, as look ahead schedules will be provided and available for discussions.

- **As-Built Plans**

Upon completion of the new installation, Town of Johnstown shall supply as-built drawings in PDF format, DGN (MicroStation) files, as applicable, to the Town of Johnstown.

#### Work plan,

The scope of work for this agreement is the extension of the casings for the Johnstown water and sewer lines that are presenting under I-25. Generally, this agreement will cover the following scope:

- Coordination of Johnstown with the project design team required after the agreement is in place.
- Technical design of the casing extension – by Muller/Jacobs team.
- Purchase of new easement from the landowner to encapsulate the casing extension and tie-ins to the existing lines. – by Johnstown and CDOT.
- The procurement of all necessary permits to perform casing extensions. – by Johnstown.
- The construction of the casing extensions – by Johnstown.

- The testing, temporary shut-down, and tie-in of the casing extension and tie-ins to the existing lines – by Johnstown.
- Other activities as required to complete the installation of the casing extensions, will be shown in the attached exhibits.

Associated deliverables/milestones, Anticipated Relocation Date – Prior to February 2021, assuming NTP is issued to allow work to commence following NTP and prior to anticipated date herein.





# Exhibit A, Part III: Owner's Cost Estimate, Project #02

## Waterline Option SH60 & I25 - Johnstown Casing

### Section 1 - LTWD from West Tie-in to I-25

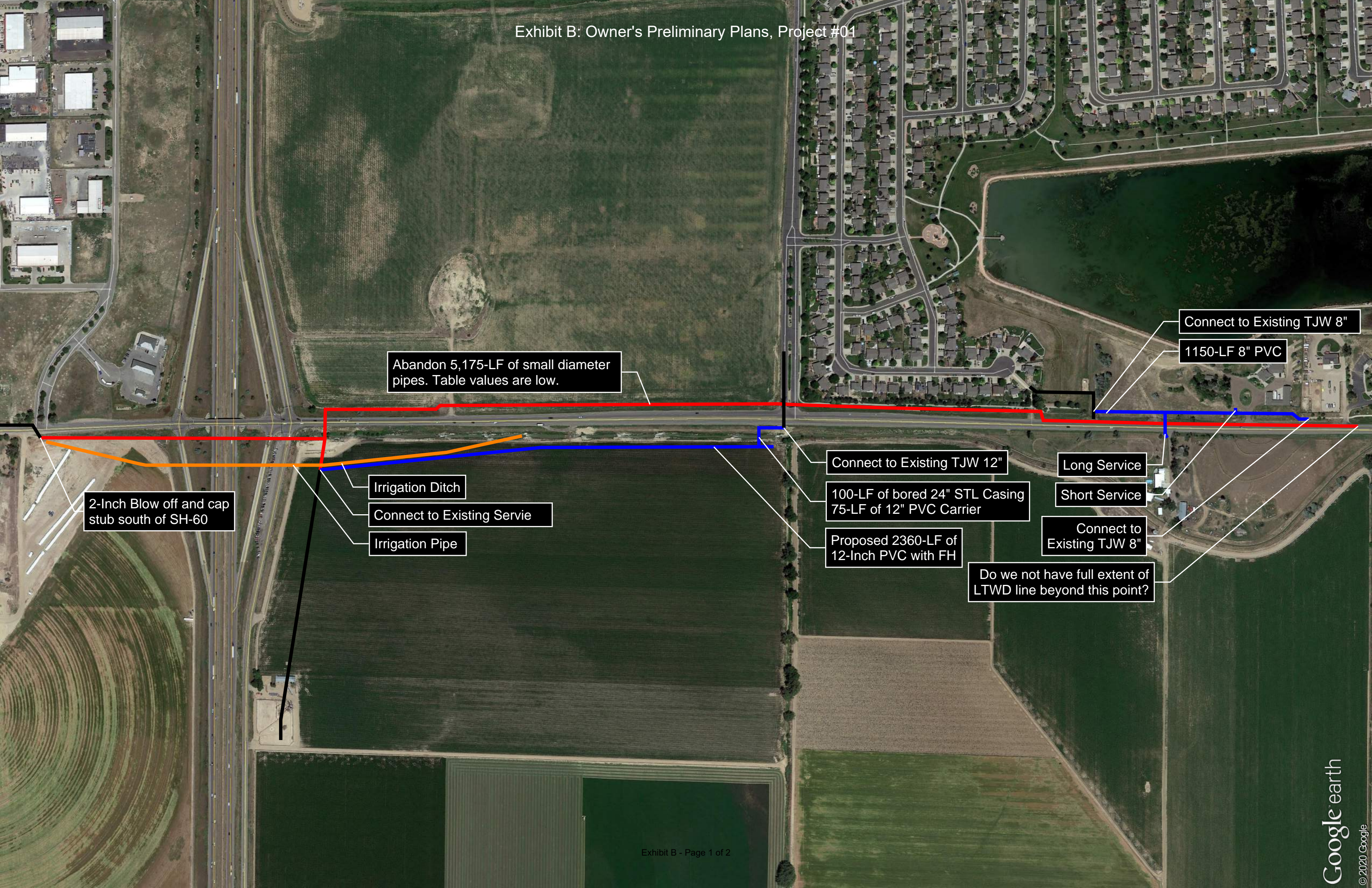
Casing and Piping Extension on West Side of I25 for Johnstown Sewer and Water Lines			Unit Cost	Cost
Mobilization		LS	\$ 6,700.00	\$ 0.00
Water line - Connection with 20" solid sleeve, install approximately 60' of 20" DIP, (3) 20" bends, approximately 60' of casing with 12" C900, (2) 20"x12" reducers and (2) thrust walls, including demo		LS	\$ 57,500.00	\$ 0.00
Sewer line - Install (2) manholes, approximately 60' of 12", approximately 20' of steel casing with 12" carrier pipe, and bypass pumping per notes. CLSM couplings, including demo		LS	\$ 54,600.00	\$ 0.00
Erosion Control and Seeding		LS	\$ 5,000.00	\$ 0.00
<b>Cost Total</b>				<b>\$ 0.00</b>

### Johnstown's Internal Costs

Title	Quantity		Rate (\$/Hour)	Cost
Project Manager	0	HR	\$100	0.00
Manager	0	HR	\$100	0.00
Construction Foreman		HR	\$150	0.00
On site Inspections	0	HR	\$75	0.00
Administrative and Finance Hours	0	HR	\$50	0.00
<b>Cost Total</b>				<b>\$0.00</b>

<b>CDOT Total Cost</b>	<b>\$ 0.00</b>
------------------------	----------------

The quantities shall be determined upon final design, and funds shall be added accordingly, via Option Letter or Amendment, per this Agreement.



Abandon 5,175-LF of small diameter pipes. Table values are low.

2-Inch Blow off and cap stub south of SH-60

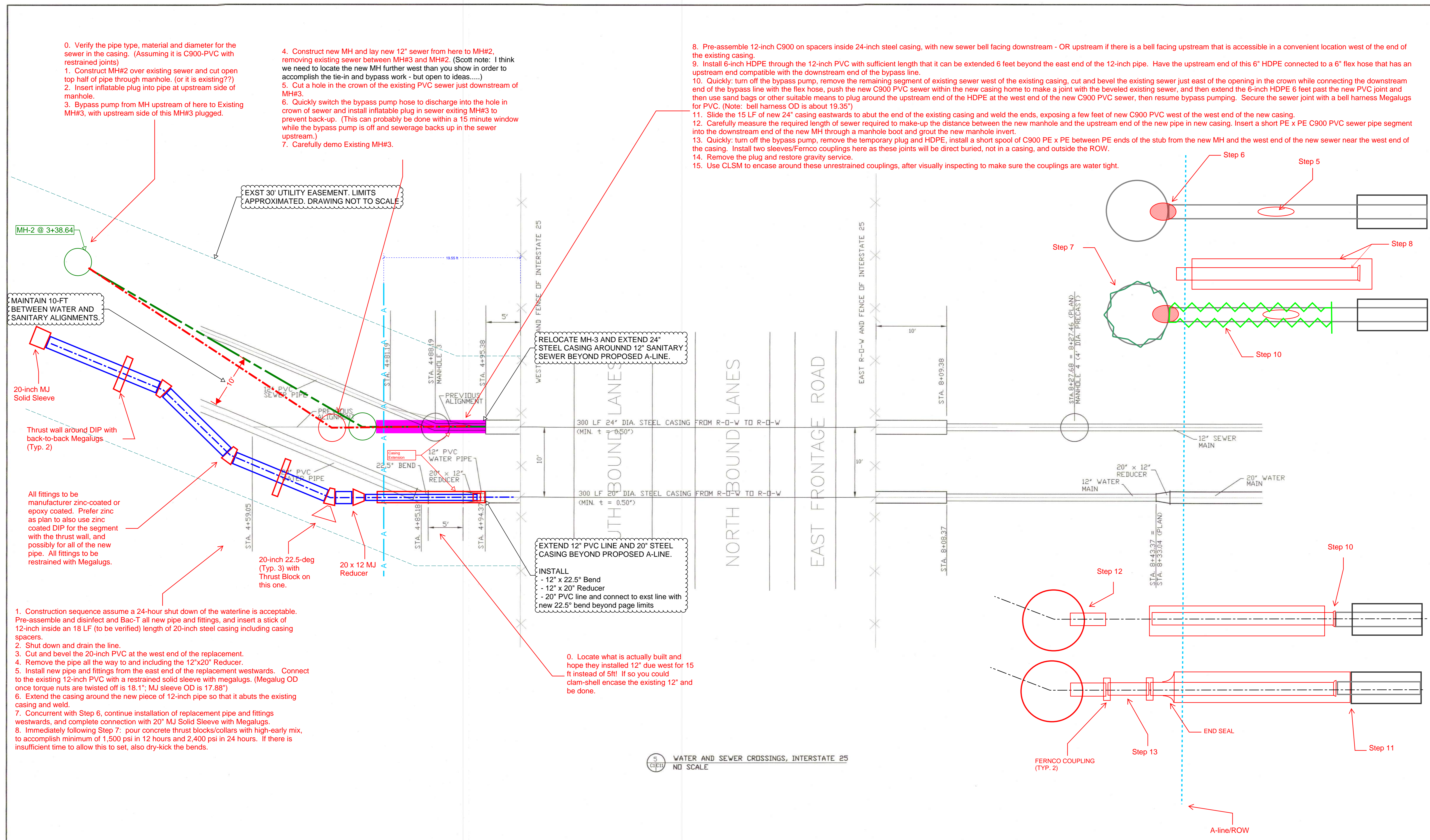
Irrigation Ditch  
Connect to Existing Service  
Irrigation Pipe

Connect to Existing TJW 12"  
100-LF of bored 24" STL Casing  
75-LF of 12" PVC Carrier  
Proposed 2360-LF of 12-Inch PVC with FH

Long Service  
Short Service  
Connect to Existing TJW 8"

Connect to Existing TJW 8"  
1150-LF 8" PVC

Do we not have full extent of LTWD line beyond this point?



0. Verify the pipe type, material and diameter for the sewer in the casing. (Assuming it is C900-PVC with restrained joints)
1. Construct MH#2 over existing sewer and cut open top half of pipe through manhole. (or it is existing???)
2. Insert inflatable plug into pipe at upstream side of manhole.
3. Bypass pump from MH upstream of here to Existing MH#3, with upstream side of this MH#3 plugged.

4. Construct new MH and lay new 12" sewer from here to MH#2, removing existing sewer between MH#3 and MH#2. (Scott note: I think we need to locate the new MH further west than you show in order to accomplish the tie-in and bypass work - but open to ideas....)
5. Cut a hole in the crown of the existing PVC sewer just downstream of MH#3.
6. Quickly switch the bypass pump hose to discharge into the hole in crown of sewer and install inflatable plug in sewer exiting MH#3 to prevent back-up. (This can probably be done within a 15 minute window while the bypass pump is off and sewerage backs up in the sewer upstream.)
7. Carefully demo Existing MH#3.

8. Pre-assemble 12-inch C900 on spacers inside 24-inch steel casing, with new sewer bell facing downstream - OR upstream if there is a bell facing upstream that is accessible in a convenient location west of the end of the existing casing.
9. Install 6-inch HDPE through the 12-inch PVC with sufficient length that it can be extended 6 feet beyond the east end of the 12-inch pipe. Have the upstream end of this 6" HDPE connected to a 6" flex hose that has an upstream end compatible with the downstream end of the bypass line.
10. Quickly: turn off the bypass pump, remove the remaining segment of existing sewer west of the existing casing, cut and bevel the existing sewer just east of the opening in the crown while connecting the downstream end of the bypass line with the flex hose, push the new C900 PVC sewer within the new casing home to make a joint with the beveled existing sewer, and then extend the 6-inch HDPE 6 feet past the new PVC joint and then use sand bags or other suitable means to plug around the upstream end of the HDPE at the west end of the new C900 PVC sewer, then resume bypass pumping. Secure the sewer joint with a bell harness Megalugs for PVC. (Note: bell harness OD is about 19.35")
11. Slide the 15 LF of new 24" casing eastwards to abut the end of the existing casing and weld the ends, exposing a few feet of new C900 PVC west of the west end of the new casing.
12. Carefully measure the required length of sewer required to make-up the distance between the new manhole and the upstream end of the new pipe in new casing. Insert a short PE x PE C900 PVC sewer pipe segment into the downstream end of the new MH through a manhole boot and grout the new manhole invert.
13. Quickly: turn off the bypass pump, remove the temporary plug and HDPE, install a short spool of C900 PE x PE between PE ends of the stub from the new MH and the west end of the new sewer near the west end of the casing. Install two sleeves/Fernco couplings here as these joints will be direct buried, not in a casing, and outside the ROW.
14. Remove the plug and restore gravity service.
15. Use CLSM to encase around these unrestrained couplings, after visually inspecting to make sure the couplings are water tight.

EXST 30' UTILITY EASEMENT, LIMITS APPROXIMATED. DRAWING NOT TO SCALE

MAINTAIN 10-FT BETWEEN WATER AND SANITARY ALIGNMENTS.

RELOCATE MH-3 AND EXTEND 24" STEEL CASING AROUND 12" SANITARY SEWER BEYOND PROPOSED A-LINE.

EXTEND 12" PVC LINE AND 20" STEEL CASING BEYOND PROPOSED A-LINE.

INSTALL  
 - 12" x 22.5" Bend  
 - 12" x 20" Reducer  
 - 20" PVC line and connect to extst line with new 22.5" bend beyond page limits

0. Locate what is actually built and hope they installed 12" due west for 15 ft instead of 5ft! If so you could clam-shell encase the existing 12" and be done.

1. Construction sequence assume a 24-hour shut down of the waterline is acceptable. Pre-assemble and disinfect and Bac-T all new pipe and fittings, and insert a stick of 12 inch inside an 18 LF (to be verified) length of 20-inch steel casing including casing spacers.
2. Shut down and drain the line.
3. Cut and bevel the 20-inch PVC at the west end of the replacement.
4. Remove the pipe all the way to and including the 12"x20" Reducer.
5. Install new pipe and fittings from the east end of the replacement westwards. Connect to the existing 12-inch PVC with a restrained solid sleeve with megalugs. (Megalug OD once torque nuts are twisted off is 18.1"; MJ sleeve OD is 17.88")
6. Extend the casing around the new piece of 12-inch pipe so that it abuts the existing casing and weld.
7. Concurrent with Step 6, continue installation of replacement pipe and fittings westwards, and complete connection with 20" MJ Solid Sleeve with Megalugs.
8. Immediately following Step 7: pour concrete thrust blocks/collars with high-early mix, to accomplish minimum of 1,500 psi in 12 hours and 2,400 psi in 24 hours. If there is insufficient time to allow this to set, also dry-kick the bends.

WATER AND SEWER CROSSINGS, INTERSTATE 25  
 NO SCALE

DESIGNED BY: JIS	DATE: DEC 1998	CHECKED BY: KDD	DATE: DEC 1998		WATER AND SEWER CROSSINGS INTERSTATE 25	JOHNSTOWN NORTH CENTRAL GATEWAY WATER AND SEWER LINES	DWG NO. <b>C11</b>
DRAWN BY: TBL	DATE: DEC 1998	APPROVED BY: JRB	DATE: DEC 1998				
PROJECT NUMBER F068-015	FILE NAME D:\JOHNSTOWN\F068\JOHNSTOWN\NCGateway\asbuilt\001a.dwg 12/01/1998 08:56:01						
REVISIONS							



**Exhibit C: Sample Option Letter**

PO #:  
Routing #:

<b>SAMPLE OPTION LETTER</b>		
<p><i>NOTE: This option is limited to the specific Agreement scenario listed below <u>AND</u> cannot be used in place of exercising a formal amendment.</i></p>		
<b>FY:</b>	<b>Old Routing #</b>	<b>Old PO#</b>
<b>Option Letter No. 1</b>	<b>New Routing #</b>	<b>New PO# (if applicable)</b>
<p><b>A. FUNDING LEVEL UPDATE:</b> Revised OWNER'S COST ESTIMATE (see Exhibit A-1) is attached.</p> <p><b>B. REQUIRED PROVISIONS:</b> In accordance with Paragraph 17 of the original Agreement between the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT") and _____ (the "Owner"), dated _____ ("Agreement"), CDOT hereby exercises its option to increase/decrease Work Costs (as defined in Paragraph 5 of the Agreement) based on changes in the Work as specified on the attached revised Owner's Cost Estimate on Exhibit A-1. Exhibit C to the Agreement is hereby deleted in its entirety and Exhibit A-1 is hereby incorporated by reference into the Agreement.</p> <p>The amount of Work Costs is increased by \$ _____ to a new Agreement value of \$ _____ as consideration for Work ordered under the Agreement. Paragraph 5 <u>Determination of Work Costs</u> in the Agreement is hereby modified accordingly. The total Agreement value including all previous amendments, option letters, etc is \$ _____.</p> <p>The Effective date of this Option Letter is upon approval of CDOT Controller or delegate, whichever is later.</p> <p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor</p> <p style="text-align: center;">By: _____ for the Executive Director Colorado Department of Transportation</p> <p style="text-align: center;"><b><u>ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER</u></b></p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p><small>§24-30-202, C.R.S. requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. The Owner is not authorized to begin performance until such time. If the Owner begins performing prior thereto, the State of Colorado is not obligated to pay the Owner for such performance or for any goods and/or services provided hereunder.</small></p> </div> <p style="text-align: center;"><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">By: _____ Colorado Department of Transportation</p> <p style="text-align: center;">Date: _____</p>		