

**TOWN OF JOHNSTOWN  
CONCRETE REPAIR AGREEMENT**

This Concrete Repair Agreement (“Agreement”) is made and entered this \_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between the Town of Johnstown, Colorado, a Colorado home-rule municipality (the “Town”), and Lightfield Enterprises, Inc., a Colorado corporation (“Contractor”) (collectively, the “Parties”).

**RECITALS**

WHEREAS, the Town seeks to undertake concrete repair and rehabilitation; and

WHEREAS, Contractor has the requisite skills and experience to perform the work; and

WHEREAS, the Town desires to engage the services of Contractor to perform the work and Contractor desires to perform the work described herein for the Town; and

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

**AGREEMENT**

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Scope of Work and Standard of Performance.
  - A. Contractor agrees to perform the work set forth in **Exhibit A**, attached hereto and incorporated herein by reference (“Work”). The scope of the Work, and the terms of this Agreement, shall further include the Special Terms and Conditions set forth in **Exhibit B**, attached hereto and incorporated herein by reference. The scope of the Work shall not be changed absent written agreement of the Parties. Contractor shall furnish all labor, services, materials, tools, and equipment for the construction and completion of the Work.
  - B. Contractor shall undertake the Work in a thorough and workmanlike manner in every respect and in compliance with this Agreement, all applicable building codes and requirements to which the Work is subject. Contractor shall conform to the standards of quality normally observed by a person practicing in such Contractor’s profession. Contractor shall at all times comply with applicable workplace and occupational safety requirements under state and federal law.
  - C. Contractor has familiarized itself with the nature and the extent of the Work, the physical characteristics of the property and the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.
2. Commencement, Progress and Completion of Work.

- A. Contractor shall commence the Work upon issuance of a Notice to Proceed subsequent to a pre-construction meeting. The Work shall be fully completed, as determined by the Town, in its discretion, no later than ninety (90) Working Days (defined in the Special Terms and Conditions) after issuance of the Notice to Proceed, subject to agreed extensions of time as authorized by the Town in writing.
- B. Timely completion of the Work is essential. Time is of the essence in all respects regarding the undertakings of Contractor under this Agreement. Therefore, Contractor shall carry out the Work with all due diligence.
- C. Among other factors that the Town may consider, the Work shall be considered fully complete when all work has been finished, the Town has performed an inspection and accepted the work in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety.
- D. Until final acceptance of the Work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of work from any cause whatsoever, Contractor shall be responsible for all building materials and shall properly store same, if necessary. Contractor shall correct or replace, at its own expense and as required by Town, any building material or portions thereof which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended by this Agreement. Contractor shall be relieved of the responsibilities provided in this section upon final acceptance of the work by Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.
- E. Upon the Town's written acceptance of the Work, Contractor shall be released from further obligation except as set forth in the surety bond, the guarantee set forth in Section 8 or as otherwise provided in this Agreement.
- F. The Parties recognize that time is of the essence of this Agreement and that the Town will suffer financial loss if the Work is not complete within the time specified in this paragraph plus any extensions thereof allowed. The Parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay the Town the sum of Eight Hundred Dollars (\$800.00) for each day that expires after the time specified above for final completion until the Work is complete.

3. Payment to Contractor.

- A. Contractor agrees to accept an amount not to exceed **FOUR HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED NINETY-ONE DOLLARS AND NINETY-**

**FOUR CENTS (\$435,691.94)** as full payment for the Work during the 2024 calendar year. No funds payable under this Agreement shall become due and payable until the Contractor provides the Town with satisfactory assurances that Contractor has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith.

- B. The Town has appropriated the money necessary to fund the Project. No change order or other form of directive shall be issued by the Town requiring additional compensable work to be performed, which causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original contract amount, unless the Town provides written assurance to the Contractor that lawful appropriations have been made to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of the Agreement.
  - C. On a monthly basis, Contractor shall submit to the Town for review and approval an application for payment fully completed and signed by Contractor describing the work completed through the last payment and accompanied by such supporting documentation as may be requested by the Town. Materials on hand but not complete in place may be included for payment. The Town shall, within thirty (30) days of receipt of Contractor's completed application for payment, pay the invoice, except that the Town may withhold payment for disputed amounts. The Town shall retain five percent (5%) of the payment.
  - D. Except as otherwise provided herein, upon final completion of the Work, the Town shall, within thirty (30) days, pay to Contractor the retainage accumulated hereunder in addition to any other sums properly due Contractor upon final completion.
  - E. Neither the payment of any progress payment nor the payment of any retained percentage shall relieve the Contractor of any obligations to correct any defective work or material.
  - F. Contractor shall provide Town with written evidence that all persons who have done work or furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor.
  - G. Notwithstanding any other provision of this Agreement, the Town may withhold funds if required to do so pursuant to the Colorado Public Works Act, §§38-26-101, *et seq.*, C.R.S., as amended.
4. Term of this Agreement.
- A. Unless either party provides written notice to terminate on or before January 15 of a given calendar year, this Agreement shall extend for four (4) calendar years, through and including the 2027 calendar year. In each calendar year subsequent to the 2024 calendar year, the Parties shall agree upon the scope of the Work to be performed during such calendar year. Contractor shall be entitled to adjust its unit-price compensation for each subsequent calendar year based on increases, if at all, reflected in the Consumer Price

Index for the Denver metropolitan area. The Parties shall memorialize the scope of work and the compensation for such work in each subsequent calendar year by execution of an Annual Amendment to Agreement, the form of which is attached hereto and incorporated herein by reference as **Exhibit C**.

- B. Notwithstanding the foregoing, pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not budgeted and appropriated.

5. Insurance.

- A. Contractor shall not commence work under this Agreement until it has presented Certificates of Insurance as required below, confirming it has obtained all insurance and bonds required by this Section 5. Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or type.
- B. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's subcontractors in Contractor's own policy with respect to), the minimum insurance coverages set forth below:
  - (1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.
  - (2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
  - (3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each accident with respect to each of Contractor's owned,

hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

- C. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the Town as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- D. Certificates of Insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify this project and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- E. Failure on the part of the Contractor to procure or maintain policies as provided herein shall constitute a material breach of contract upon which the Town may immediately terminate the Agreement, or, at its discretion, may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Owner.

## 6. Bonds.

Contractor shall furnish a performance bond and payment bond in an amount at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations under the Agreement, including but not limited to the guarantee period provided in Section 8 below. All bonds shall be in the forms approved by the Town. These bonds shall remain in effect at least until two years after the date of final payment. All bonds shall be in the forms prescribed by the contract documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

## 7. Indemnification.

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

8. Contractor's Guarantee of Work.

Contractor shall guarantee all work under this Agreement as being free of defects for a period of two (2) years from the date of final acceptance by the Town. If any unsatisfactory condition or damage develops within the time of Contractor's guarantee period due to defective or inferior materials or workmanship, or due to the failure to construct the Work in accordance with the Agreement, then the Contractor shall, upon notice by Town, immediately place such guaranteed work in a condition satisfactory to Town. The Town shall have all available remedies to enforce such guarantee. However, the Town shall not have any work performed independently to fulfill contractor's guarantee and require Contractor to pay Town such sums as were expended by the Town for such work, unless the Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

9. Independent Contractor.

Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not employees or agents of the Town. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct any individual as to how the work will be performed. Contractor shall have the right to employ such assistance as may be required for the performance of work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE TOWN, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

10. Governmental Immunity.

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

11. Costs and Attorneys' Fees.

In the event of litigation enforcing or interpreting the terms of the within Agreement, and only in the event the Town is the prevailing party, the Town shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses.

12. No Assignment.

This Agreement shall not be assigned by the Contractor without the prior written approval of the Town. Contractor shall have the right to employ such assistance as may be required for the performance of the Work, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractor's rights and duties hereunder.

13. Governing Law and Venue.

The interpretation and enforcement of this Agreement shall be in accordance with Colorado law. The Parties agree to the jurisdiction and venue of the courts of Weld County, Colorado, in connection with any dispute arising out of or in any matter connected with this Agreement.

14. Dispute Resolution.

In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally.

15. Notice.

Any notice required to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by a nationally recognized overnight delivery service, by certified mail or by e-mail (on condition of confirmation of receipt), as appropriate, to: (i) if to Contractor, the last-known physical address or email address of Contractor or (ii) if to the Town, to, Matthew LeCerf, Town Manager, 450 S. Parish Avenue, Johnstown, CO 80534, [mlecerf@townofjohnstown.com](mailto:mlecerf@townofjohnstown.com).

16. Acceptance of Work.

No act of the Town, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by a final written certificate from the Town. Before the final certificate is issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this Agreement, and that all claims for materials provided or labor performed have been paid or set aside in full.

17. Waiver.

No waiver of any breach of this Agreement by Town or anyone acting on behalf of Town shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

18. No Presumption.

The Parties acknowledge that each 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.

19. Severability.

If any portion of this Agreement 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 Agreement. 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.

20. Amendment.

This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

21. No Personal Liability.

In carrying out any of the provisions of this Agreement or in exercising any power or authority thereby, there shall be no personal liability of the Town, its governing body, staff, consultants, officials, attorneys, representatives, agents, or employees.

22. Colorado Labor Clause.

Contractor agrees, pursuant to Title 8, Article 17, C.R.S., as amended, that Contractor shall employ Colorado labor (as defined below in this paragraph) to perform the Work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed under this Agreement. "Colorado labor" as used in this Agreement means any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

23. Equal Opportunity Employer.

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising,





## EXHIBIT A SCOPE OF WORK

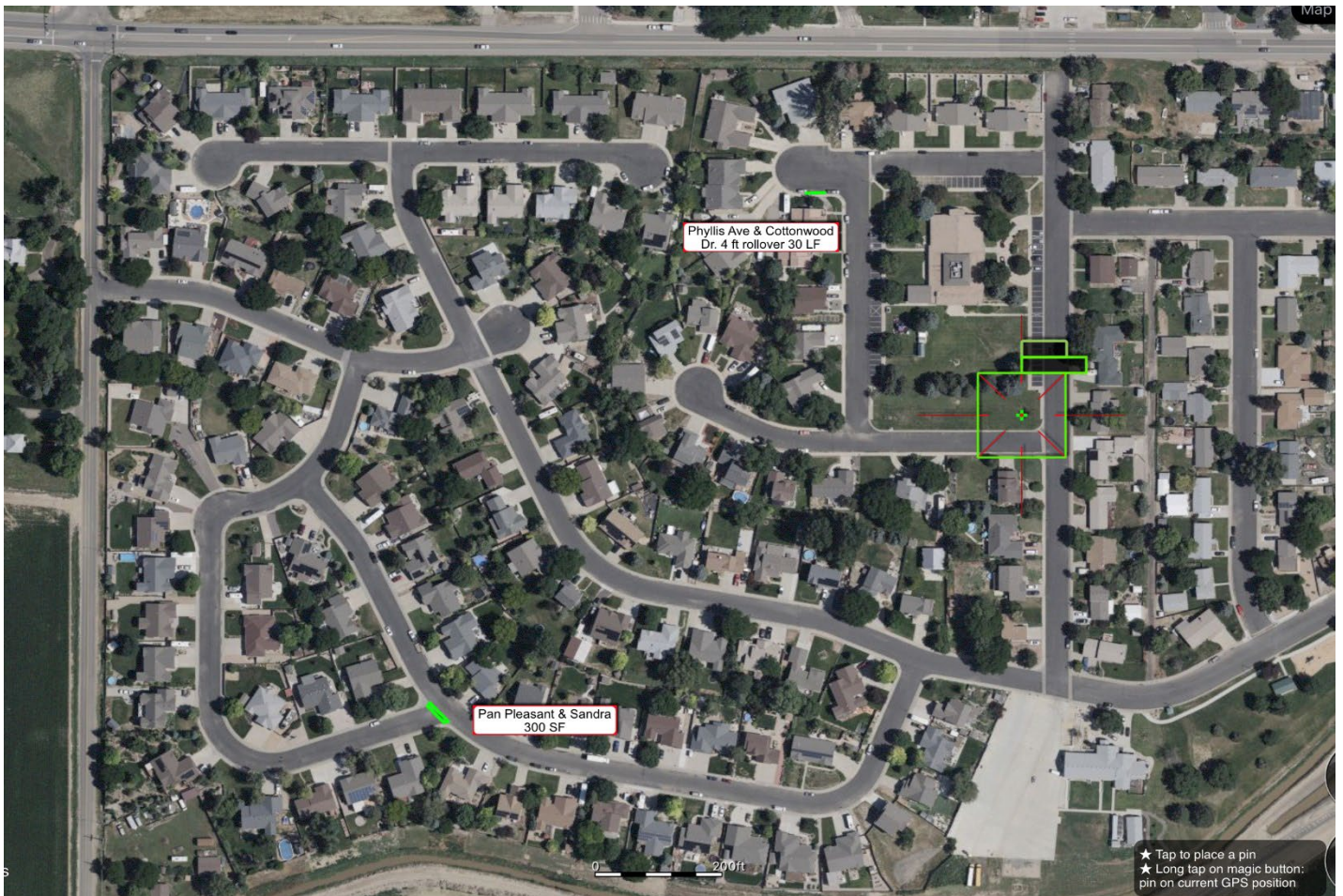
### UNIT PRICE BID SCHEDULE

Unit Prices are Based on City of Loveland 2024 Renewal of City Wide Concrete Repair Project - TRANSREAHB - Bid# 2020-001

ITEM NO.	ITEM DESCRIPTION	PAY UNIT	2024 QTY.	2024 UNIT COST	2024 EXTENDED COST
202-02000	Grinding Concrete (Uneven Surfaces - One Inch or Less)	SF		\$ 154.00	\$ -
206-00000	Structural Flow Fill	CY		\$ 148.24	\$ -
210-04001	Adjust Inlet Grate	EA		\$ 451.00	\$ -
210-04002	Adjust Water Meter	EA		\$ 335.90	\$ -
210-04003	Adjust Water Valve	EA		\$ 280.26	\$ -
210-04004	Adjust Manhole	EA		\$ 446.20	\$ -
304-50000	Aggregate Base Course (Class 5 or 7)	TON	350	\$ 48.12	\$ 16,842.00
403-07021	Asphalt Patching Along Concrete (6" thickness)	SF		\$ 13.96	\$ -
403-07022	Asphalt Patching Along Concrete (each add'l. 1" thickness)	SF		\$ 1.99	\$ -
412-00600	Concrete Pavement & Sidewalk (6" Thickness)	SF	20	\$ 15.98	\$ 319.60
412-00800	Concrete Pavement & Crosspan or Spandrel (8" Thickness)	SF	13,805	\$ 20.60	\$ 284,383.00
604-01000	Install Inlet Type 13 Combination (5 ft)	EA		\$ 4,615.00	\$ -
604-04006	Install Inlet Type R (5 ft)	EA		\$ 5,426.00	\$ -
606-01000	Barrier Wall (Versa-Lok) Repairs Square Foot Face - City Material	SF		\$ 50.20	\$ -
608-00011	Concrete ADA Curb Ramp	SF	1,240	\$ 18.88	\$ 23,411.20
608-00012	East Jordan Duralast Detectable Warning Plates (or Equal)	SF	120	\$ 55.92	\$ 6,710.40
608-00016	Retrofit East Jordan Duralast Detectable Warning Plates (or Equal) to Existing Concrete ADA Curb Ramp	SF		\$ 146.32	\$ -
608-99999	Sidewalk Chase Section per LCUASS Detail 709. Payment per square foot of steel plate.	SF		\$ 324.52	\$ -
609-00000	Concrete Curb & Gutter (Vertical or Roll-Over) (LCUASS Drawing 701)	LF	168	\$ 51.88	\$ 8,715.84
609-00001	Concrete Vertical Curb (6 in. x 12in.)	LF		\$ 38.96	\$ -
609-22020	Monolithic Drive-Over Curb, Gutter & 5' Wide Sidewalk (6" Thickness)	LF		\$ 77.50	\$ -
609-22021	Monolithic Vertical Curb, Gutter & 4' Wide Sidewalk (6" Thickness)	LF	630	\$ 92.00	\$ 57,960.00
626-00024	Mobilization – 24 hour response	EA		\$ 449.00	\$ -
626-00030	Mobilization – 3 day response	EA		\$ 336.80	\$ -
630-00000	Flagging	HR		\$ 36.24	\$ -
630-00007	Traffic Control Supervisor	HR	30	\$ 84.32	\$ 2,529.60
630-00001	Arrow Board	DAY	30	\$ 428.00	\$ 12,840.00
630-00003	Traffic Control (Typical Application 3)	DAY		\$ 143.44	\$ -
630-00006	Traffic Control (Typical Application 6)	DAY		\$ 143.44	\$ -
630-00008	Traffic Control (Typical Application 8)	DAY	55	\$ 248.82	\$ 13,685.10
630-00010	Traffic Control (Typical Application 10)	DAY	10	\$ 248.82	\$ 2,488.20
630-00011	Traffic Control (Typical Application 11)	DAY		\$ 333.74	\$ -
630-00033	Traffic Control (Typical Application 33)	DAY	10	\$ 333.74	\$ 3,337.40
709-13000	Dowel Bars No. 4 (18" Length)	EA	120	\$ 20.58	\$ 2,469.60
711-00601	Concrete Color Additive Davis Tile Red 1117 (3# per Sack) Added Cost Difference per Cubic Yard	CY		\$ 120.00	\$ -
711-00624	Concrete Pavement Hi-Early Additive (24 Hrs.) Added Cost Difference per Cubic Yard	CY		\$ 124.00	\$ -
901	Laborer	HR		\$ 49.64	\$ -
902	Foreman w/Pickup	HR		\$ 104.90	\$ -
				<b>Total:</b>	<b>\$ 435,691.94</b>

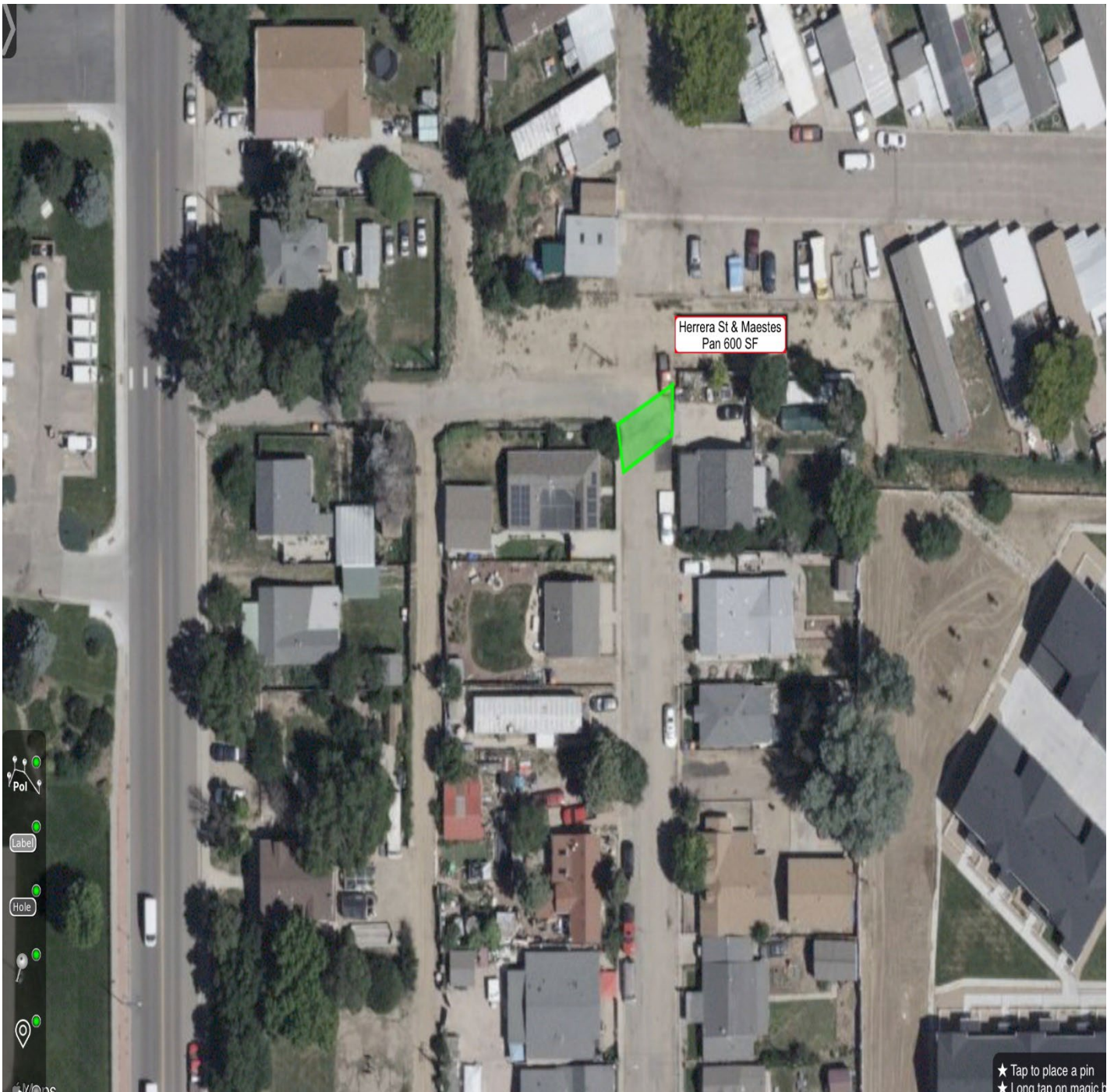
**Appendix A**  
**to Exhibit A**

Country Acres





# Johnstown Colony

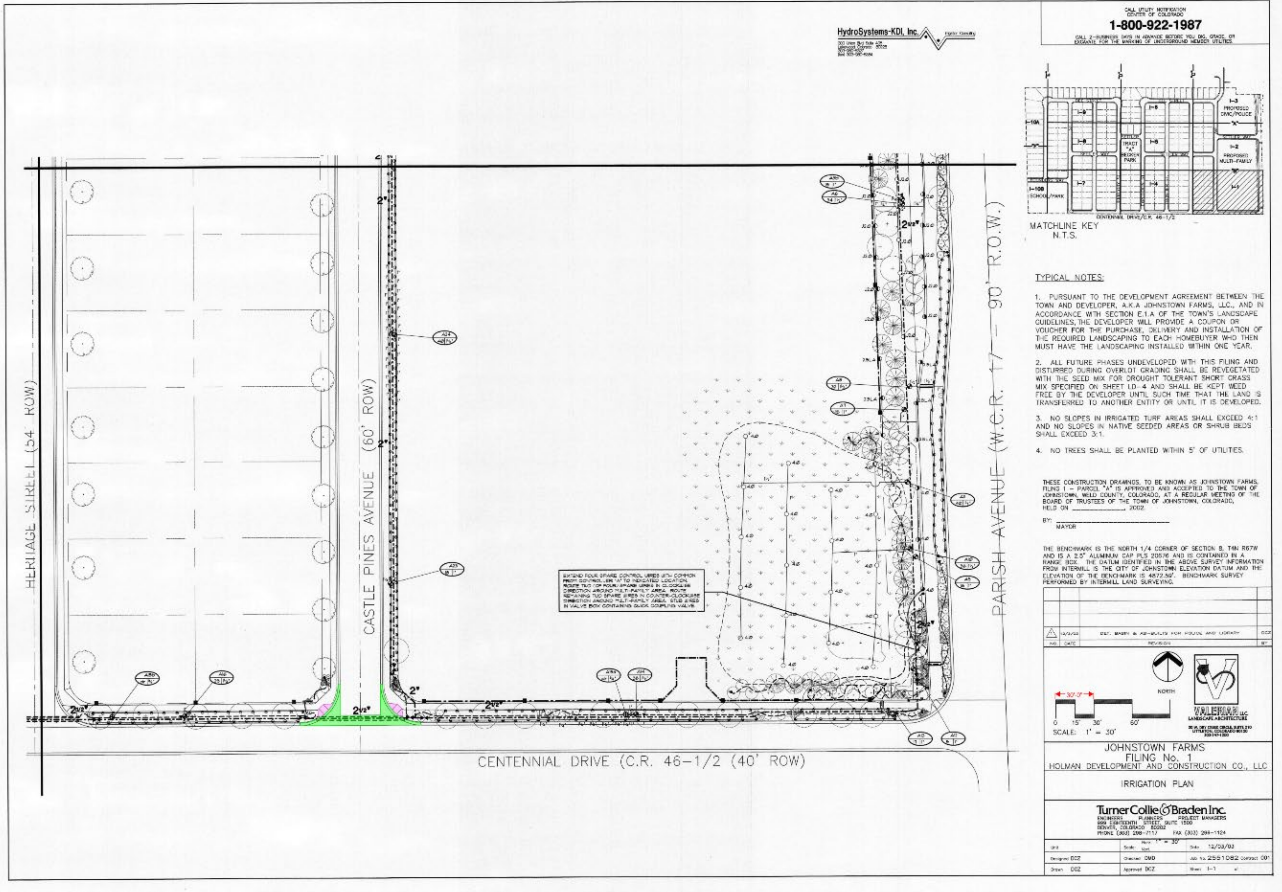




# Johnstown Heights

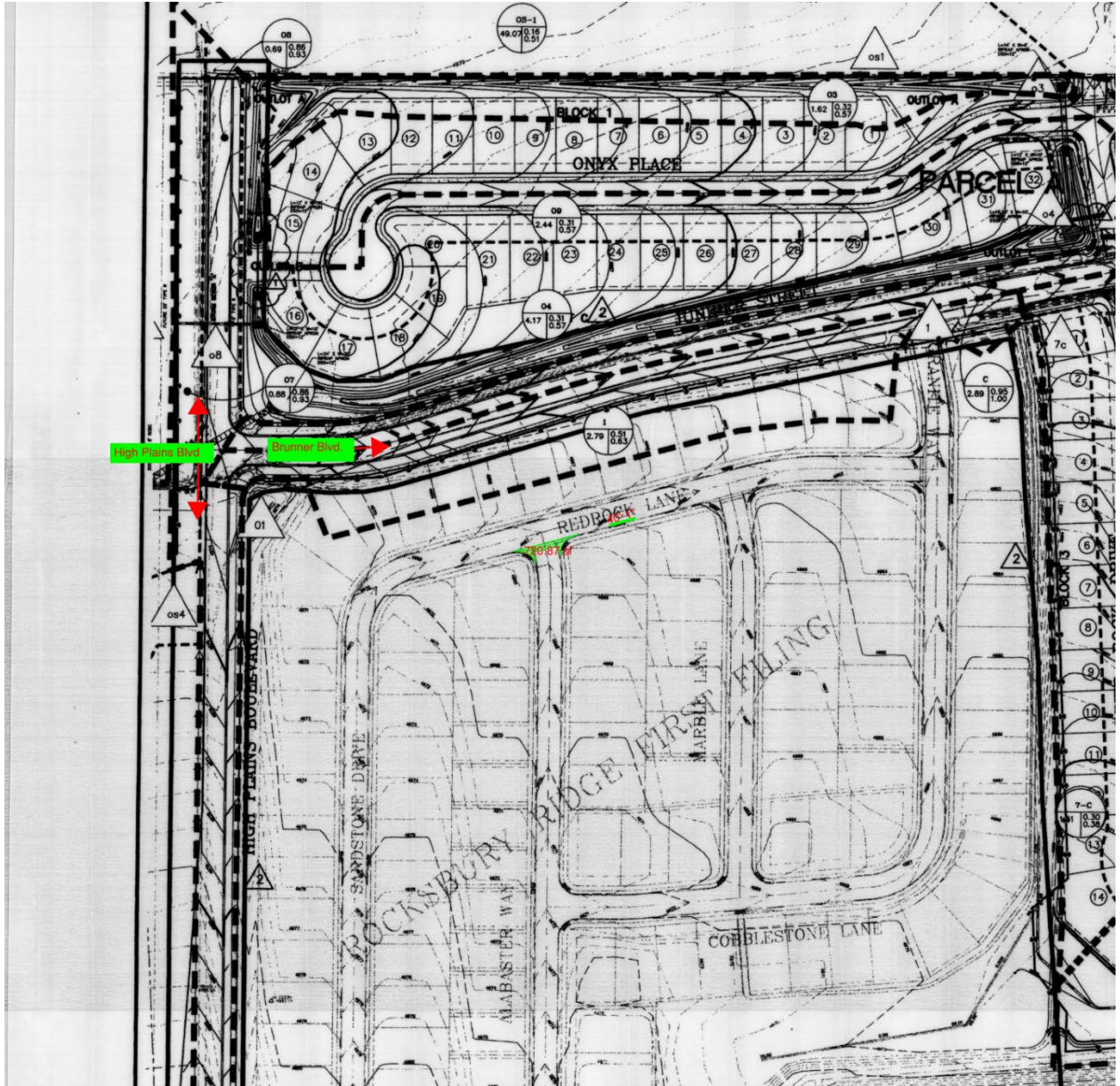


# Johnstown Farms

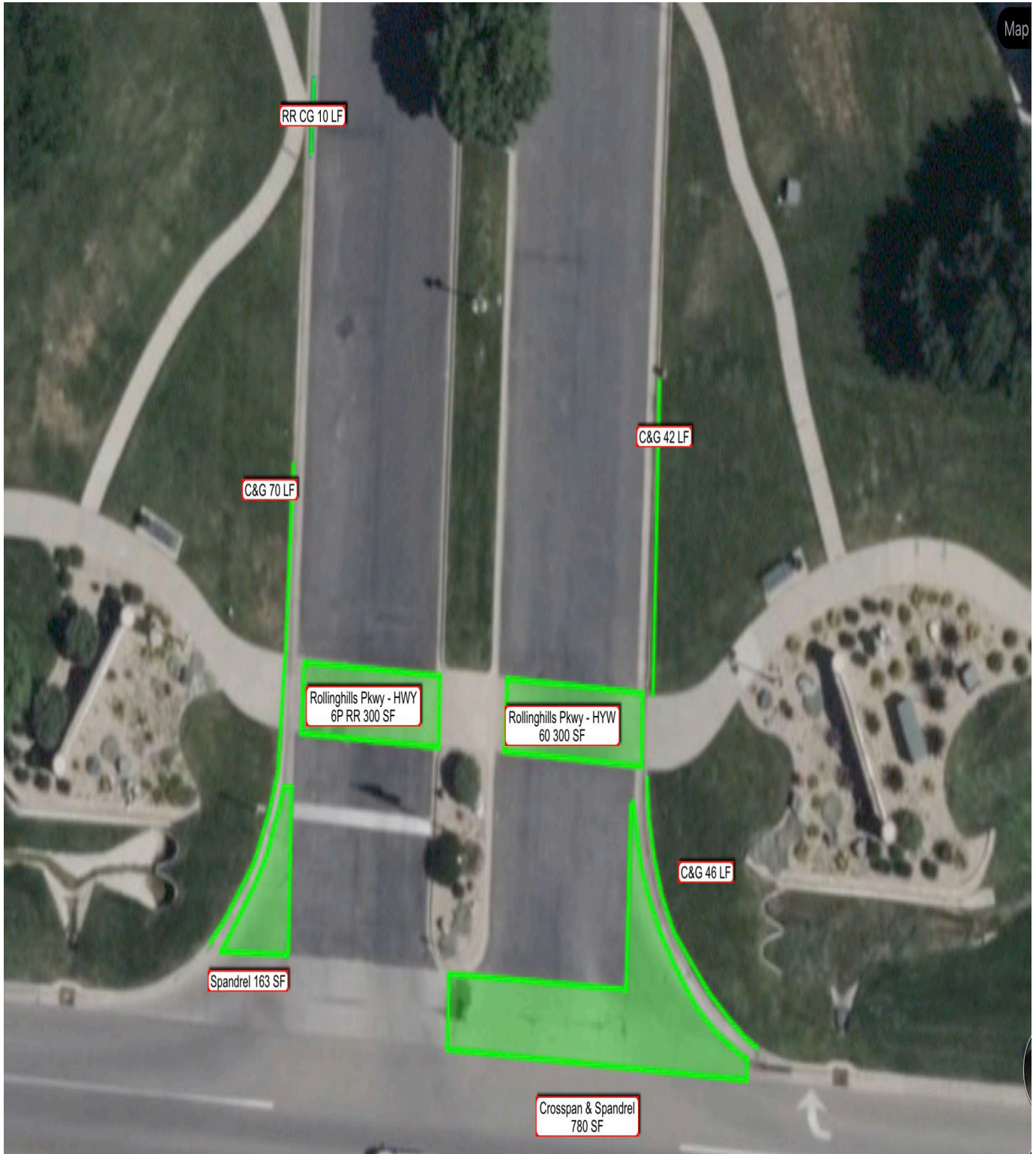




# Rocksbury Ridge



# Rolling Hills

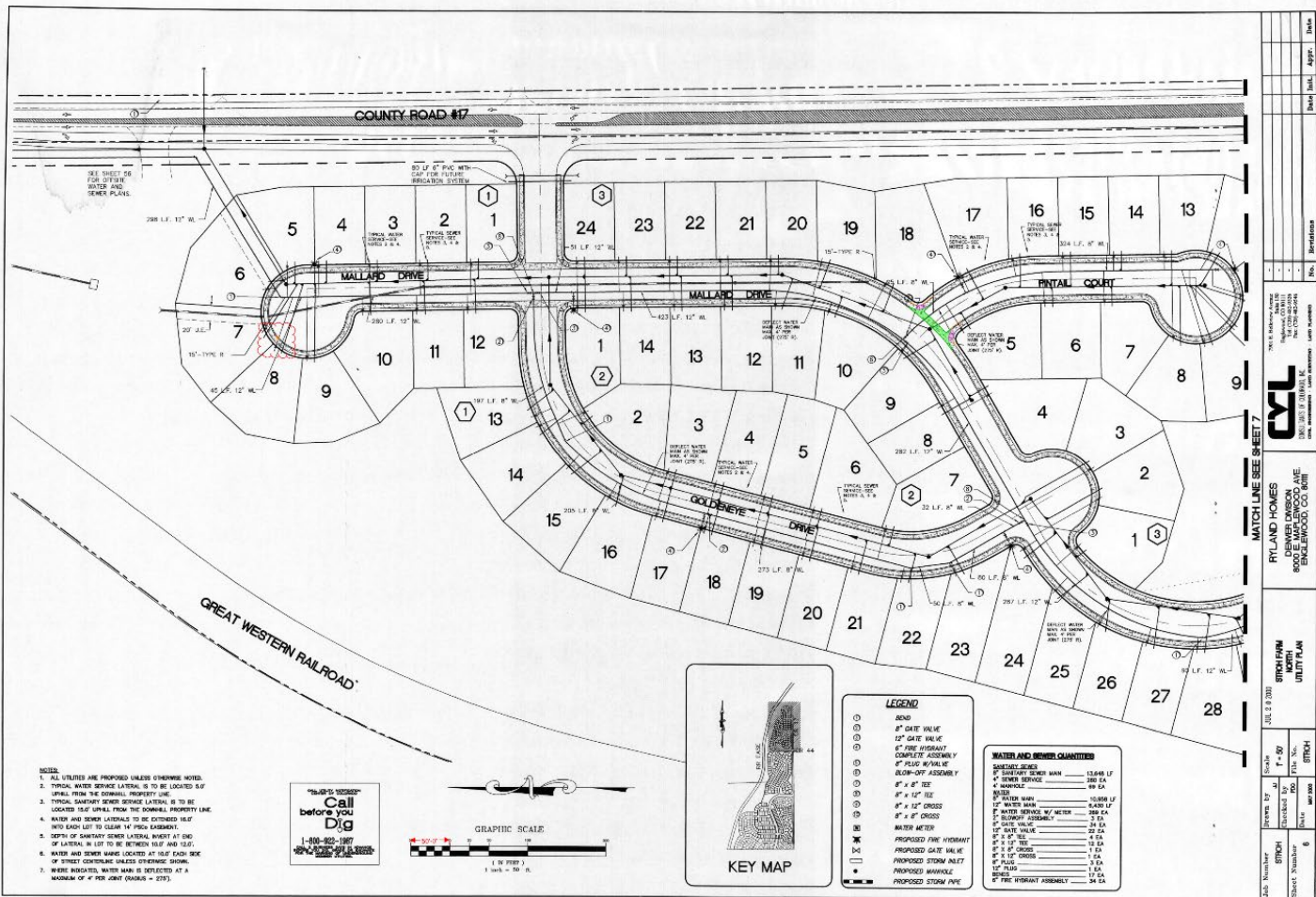




Rolling Hills Continued.

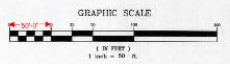


# Stroh Farms (Pioneer Ridge)



- NOTES:**
1. ALL UTILITIES ARE PROPOSED UNLESS OTHERWISE NOTED.
  2. TYPICAL WATER SERVICE LATERAL IS TO BE LOCATED 15 LF UPDRILL FROM THE DOWNHILL PROPERTY LINE.
  3. TYPICAL SANITARY SEWER SERVICE LATERAL IS TO BE LOCATED 15 LF UPDRILL FROM THE DOWNHILL PROPERTY LINE.
  4. WATER AND SEWER LATERALS TO BE CONTAINED 18" INTO EACH LOT TO CLEAR 14" PITCH LARGEMANT.
  5. DEPTH OF SANITARY SEWER LATERAL SHOWN AT END OF LATERAL IN LOT TO BE BETWEEN 18" AND 13.0'.
  6. WATER AND SEWER MAINS LOCATED AT 15' FROM SIDE OF STREET CONTAINING UNLESS OTHERWISE SHOWN.
  7. WHERE INDICATED, WATER MAIN IS DEFLECTED AT A MAXIMUM OF 4" PER JOINT (GRADE = 2.75).

CALL BEFORE YOU DIG  
 1-800-922-1987  
 MISSOURI DEPARTMENT OF REVENUE  
 MISSOURI STATE POLICE



**LEGEND**

- 800
- 8" GATE VALVE
- 12" GATE VALVE
- 8" FIRE HYDRANT COMPLETE ASSEMBLY
- 8" PLUG VALVE
- 8" x 8" TEE
- 8" x 12" TEE
- 8" x 12" CROSS
- 8" x 8" CROSS
- WATER METER
- PROPOSED FIRE HYDRANT
- PROPOSED GATE VALVE
- PROPOSED STORM ALEET
- PROPOSED MANHOLE
- PROPOSED STORM PIPE

**WATER AND SEWER QUANTITIES**

ITEM	QUANTITY
8" SANITARY SEWER MAIN	12,648 LF
8" SEWER SERVICE	280 EA
4" MANHOLE	88 EA
8" GATE VALVE	24 EA
12" GATE VALVE	22 EA
8" WATER SERVICE W/ ALTERN	289 EA
8" WATER MAIN	9,808 LF
8" WATER SERVICE W/ ALTERN	22 EA
8" x 8" TEE	4 EA
8" x 12" TEE	1 EA
8" x 12" CROSS	1 EA
8" x 8" CROSS	3 EA
8" PLUG	1 EA
8" FIRE HYDRANT ASSEMBLY	24 EA

**CAL**  
 CIVIL ENGINEERING  
 1000 SOUTH BROADWAY  
 DENVER, COLORADO 80202  
 PHONE: (303) 733-1111  
 FAX: (303) 733-1112  
 WWW: WWW.CALCIVIL.COM

**RYLAND HOMES**  
 DENVER, COLORADO  
 1000 SOUTH BROADWAY  
 DENVER, COLORADO 80202  
 PHONE: (303) 733-1111  
 FAX: (303) 733-1112  
 WWW: WWW.RYLANDHOMES.COM

**STROH FARMS NORTH**  
 UTILITY PLAN

JUL 28 2001  
 SHEET NO. 6  
 TOTAL SHEETS 6  
 DATE 7-27-01  
 DRAWN BY [Signature]  
 CHECKED BY [Signature]  
 IN CHARGE BY [Signature]

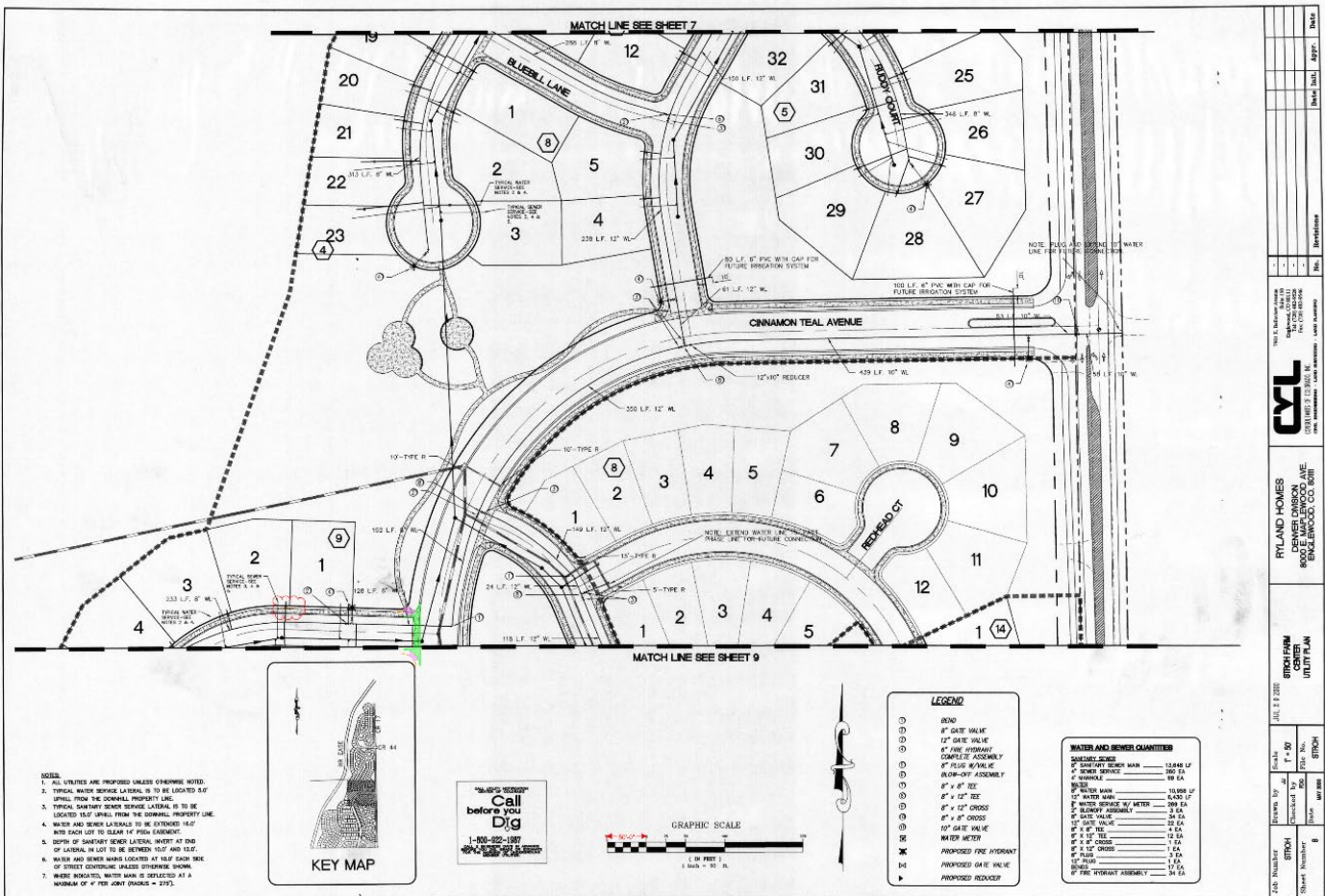


# Stroh Farms (Pioneer Ridge) Continued.



Job Number	100-2-2-100	Scale	P-50'
Drawn by	STROH	Checked by	STROH
Sheet Number	7	Total	7
Project Name	STROH FARMS (PIONEER RIDGE) GULF PLAN	City	STROH
Client Name	RYLAND HOMES	Contract No.	
Client Address	8000 E. WOODLAND AVE	Contract Date	
Client City	ENGLEWOOD, CO. 80112	Contract Status	
Client Phone		Contract Value	
Client Fax		Contract No.	
Client Email		Contract Date	
Client Website		Contract Status	
Client Other		Contract Value	
Client Notes		Contract No.	
Client Comments		Contract Date	
Client Remarks		Contract Status	
Client Information		Contract Value	
Client Details		Contract No.	
Client Data		Contract Date	

# Stroh Farms (Pioneer Ridge) Continued.



**CYL**  
 CONSULTING ENGINEERS, INC.  
 1000 S. BARKER AVENUE  
 SUITE 100  
 DENVER, CO 80209  
 TEL: 303.733.8800  
 FAX: 303.733.8801  
 WWW.CYLINC.COM

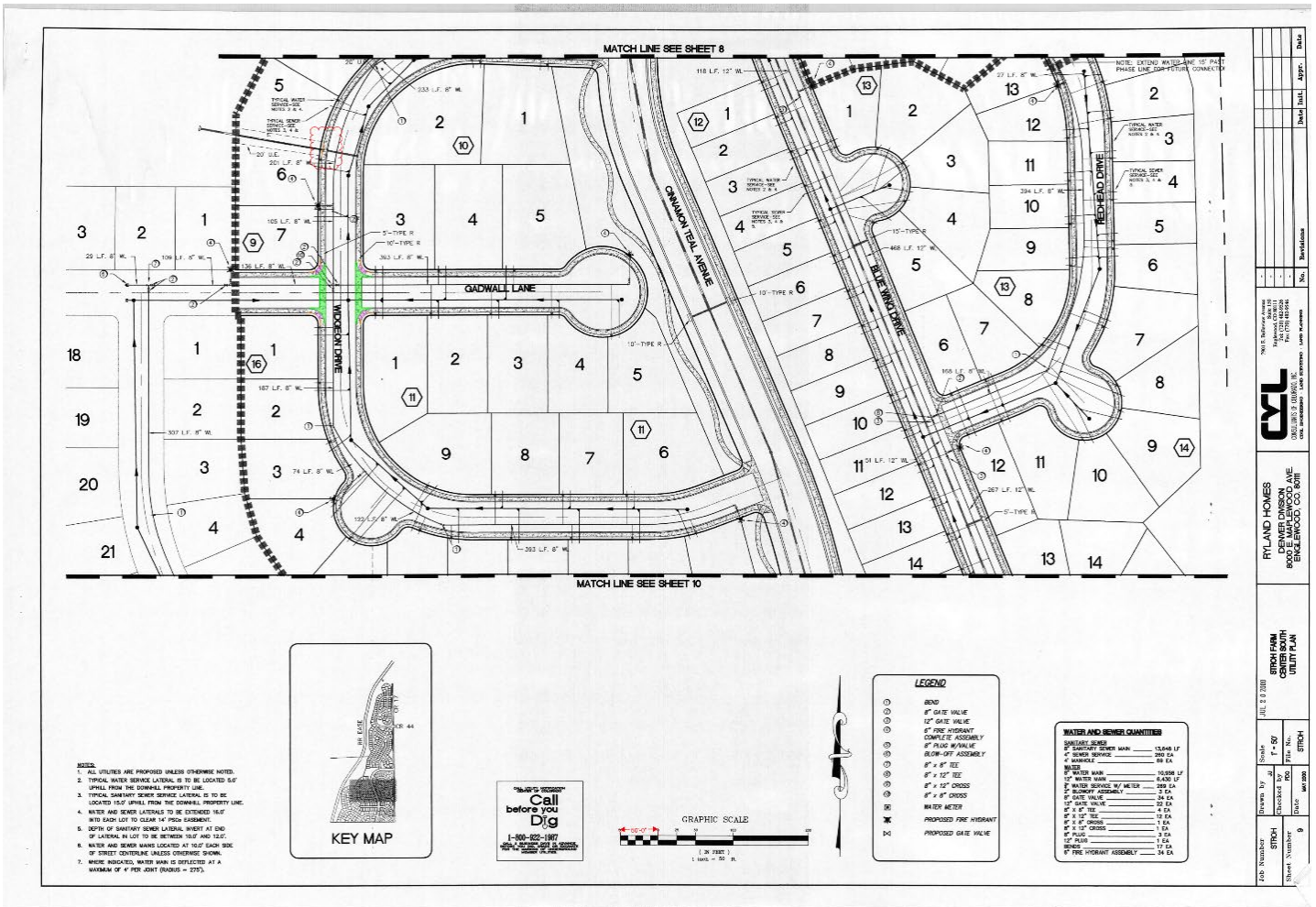
**RYLAND HOMES**  
 DENVER HOMES  
 CENTER  
 5000 S. BARKER AVENUE  
 SUITE 1000  
 DENVER, CO 80209  
 TEL: 303.733.8800  
 FAX: 303.733.8801  
 WWW.RYLANDHOMES.COM

**SPRING CREEK CENTER UTILITY PLAN**

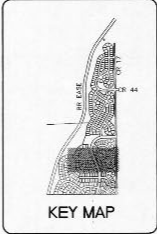
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 SHEET NUMBER: 8  
 TOTAL SHEETS: 8



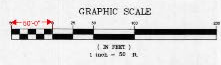
# Stroh Farms (Pioneer Ridge) Continued.



- NOTES:**
1. ALL UTILITIES ARE PROPOSED UNLESS OTHERWISE NOTED.
  2. TYPICAL WATER SERVICE LATERAL IS TO BE LOCATED 5'-0" UPHILL FROM THE DOWNHILL PROPERTY LINE.
  3. TYPICAL SEWER SERVICE LATERAL IS TO BE LOCATED 15'-0" UPHILL FROM THE DOWNHILL PROPERTY LINE.
  4. WATER AND SEWER LATERALS TO BE CONSIDERED HALF INTO EACH LOT TO CLEAR 14" PITCH REQUIREMENT.
  5. NORTH OF SHOWNRY SEWER LATERAL SHOWN AT END OF LATERAL IN LOT TO BE BETWEEN HALF AND 15'-0".
  6. WATER AND SEWER MAINS LOCATED AT 10'-0" EACH SIDE OF STREET CONTAINING MASSIVE CONCRETE DOWNS.
  7. MENSURE INDICATED, WATER MAIN IS DEPICTED AT A MAXIMUM OF 4" PER JOINT (DOWNS = 275').



**"BARRY'S RECORDS"**  
**Call before you Dig**  
 1-800-822-1987  
 1000 17th St. Suite 100  
 Denver, CO 80202



- LEGEND**
- 8" SD
  - 8" GATE VALVE
  - 12" GATE VALVE
  - 8" FIRE HYDRANT COMPLETE ASSEMBLY
  - 8" PLUG W/VALVE
  - 8" x 4" TEE
  - 8" x 12" TEE
  - 8" x 8" CROSS
  - WATER METER
  - PROPOSED FIRE HYDRANT
  - PROPOSED GATE VALVE

**WATER AND SEWER QUANTITIES**

ITEM	QUANTITY
8" WATER MAIN	13,648 LF
12" WATER MAIN	6,426 LF
8" WATER SERVICE BY METER	499 LF
8" FIRE HYDRANT COMPLETE ASSEMBLY	2 EA
8" PLUG W/VALVE	2 EA
8" x 4" TEE	4 EA
8" x 12" TEE	2 EA
8" x 8" CROSS	1 EA
8" PLUG	2 EA
WATER METER	1 EA
PROPOSED FIRE HYDRANT ASSEMBLY	1 EA

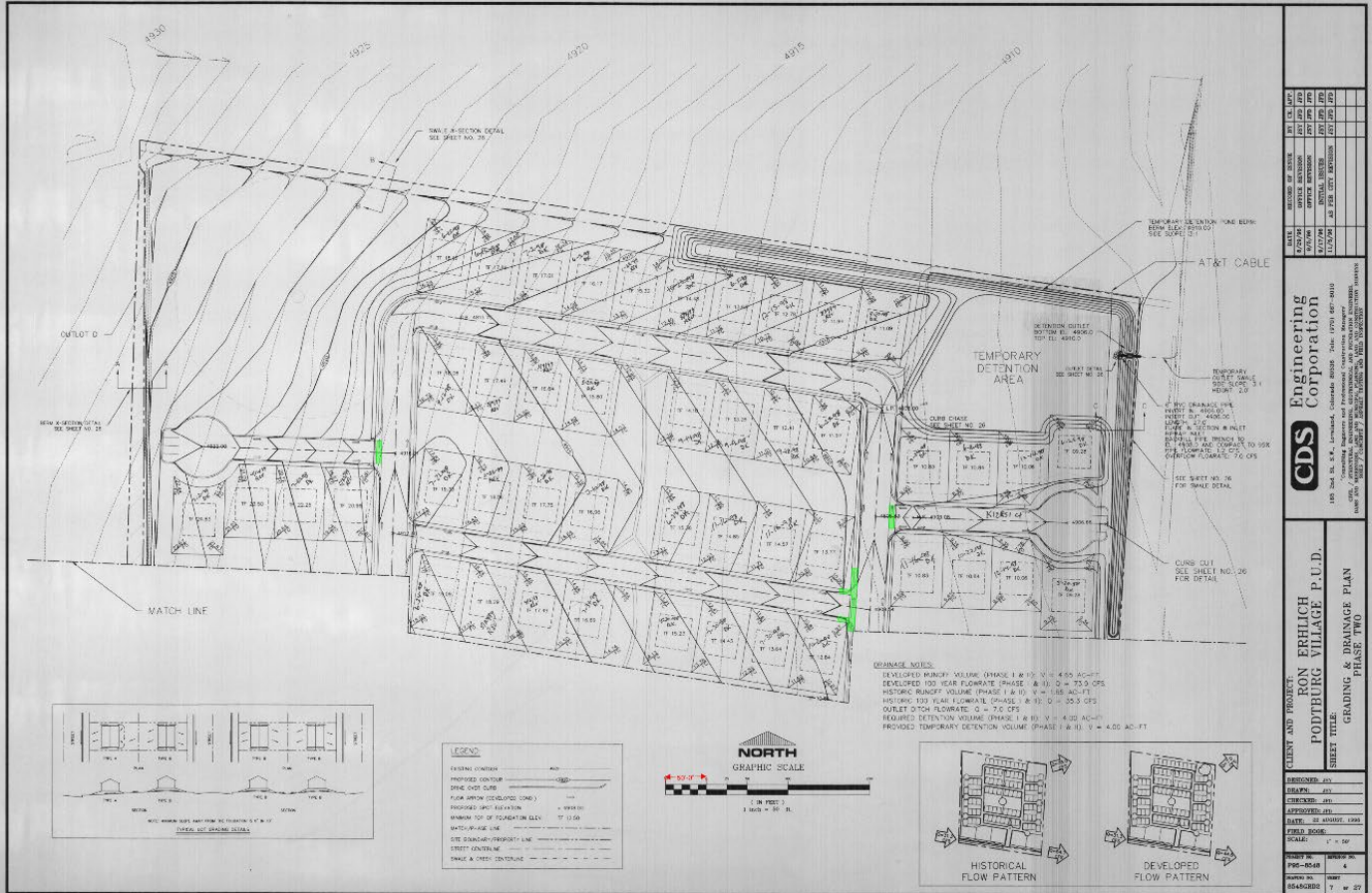
DATE	10/27/2011
DRAWN BY	ST/CH
CHECKED BY	ST/CH
DATE	10/27/2011
SCALE	AS SHOWN
PROJECT	RYLAND HOMES DENVER DIVISION SINGLE FAMILY OCCUPANT
DATE	10/27/2011
SCALE	AS SHOWN
PROJECT	RYLAND HOMES DENVER DIVISION SINGLE FAMILY OCCUPANT
DATE	10/27/2011
SCALE	AS SHOWN
PROJECT	RYLAND HOMES DENVER DIVISION SINGLE FAMILY OCCUPANT







# Potdburg Village (The Landings) Continued.



NO.	DATE	BY	CHK.	APP.
1	11/17/78	J. ERLLICH	J. ERLLICH	J. ERLLICH
2	11/17/78	J. ERLLICH	J. ERLLICH	J. ERLLICH
3	11/17/78	J. ERLLICH	J. ERLLICH	J. ERLLICH
4	11/17/78	J. ERLLICH	J. ERLLICH	J. ERLLICH
5	11/17/78	J. ERLLICH	J. ERLLICH	J. ERLLICH
6	11/17/78	J. ERLLICH	J. ERLLICH	J. ERLLICH
7	11/17/78	J. ERLLICH	J. ERLLICH	J. ERLLICH
8	11/17/78	J. ERLLICH	J. ERLLICH	J. ERLLICH
9	11/17/78	J. ERLLICH	J. ERLLICH	J. ERLLICH
10	11/17/78	J. ERLLICH	J. ERLLICH	J. ERLLICH

**CDS**  
**Engineering Corporation**  
 145 3RD ST. S.W., LINCOLN, NEBRASKA 68502  
 (402) 441-1111  
 FAX (402) 441-1112

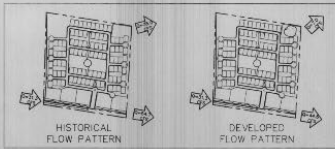
**CLIENT AND PROJECT:**  
 RON ERLLICH  
 POTDBURG VILLAGE P.U.D.  
**SHEET TITLE:**  
 GRADING & DRAINAGE PLAN  
 PHASE 1, P10

**DESIGNED BY:**  
**DRAWN BY:**  
**CHECKED BY:**  
**APPROVED BY:**  
**DATE:** 11/17/78  
**FIELD BOOK:**  
**SCALE:** 1" = 20'  
**PROJECT NO.:** 78-048  
**SHEET NO.:** 4  
**TOTAL SHEETS:** 7  
**DATE PLOTTED:** 11/17/78

**DRAINAGE NOTES:**  
 DEVELOPED RUNOFF VOLUME (PHASE I & II) V = 450 AC-FI  
 DEVELOPED 100 YEAR FLOWRATE (PHASE I & II) Q = 75.0 CFS  
 HISTORIC RUNOFF VOLUME (PHASE I & II) V = 146 AC-FI  
 HISTORIC 100 YEAR FLOWRATE (PHASE I & II) Q = 35.3 CFS  
 SLOTTED STORM FLOWRATE Q = 7.0 CFS  
 REQUIRED DETENTION VOLUME (PHASE I & II) V = 4.30 AC-FI  
 PROVIDED TEMPORARY DETENTION VOLUME (PHASE I & II) V = 4.00 AC-FI

**LEGEND:**

EXISTING CONTOUR	---
PROPOSED CONTOUR	---
EXISTING CURB	---
PROPOSED CURB	---
PROPOSED (DEVELOPED) CURB	---
PROPOSED (DEVELOPED) CURB	---
MINIMUM TOP OF FOUNDATION ELEV. = 99.00	
MINIMUM TOP OF FOUNDATION ELEV. = 97.00	
MATCH-UP LINE	---
SEE DRAINAGE/PROPERTY LINE	---
STREET CENTERLINE	---
DRIVE & CREEK CENTERLINE	---





Thompson River Ranch



**EXHIBIT B**  
**SPECIAL TERMS AND CONDITIONS OF THE WORK**

(Attached)

**SPECIAL TERMS AND CONDITIONS**  
**TABLE OF CONTENTS**

<b>PART 1</b>	<b>GENERAL.....</b>	<b>SC-1</b>
1.1	PURPOSE.....	SC-1
1.2	DESCRIPTION OF WORK.....	SC-1
1.3	LOCATION OF THE WORK.....	SC-2
1.4	MISCELLANEOUS.....	SC-2
<b>PART 2</b>	<b>SUPPLEMENTS TO THE CONTRACT.....</b>	<b>SC-2</b>
2.1	DEFINITIONS.....	SC-2
2.2	EXPERIENCE IN CONSTRUCTION WORK.....	SC-2
2.3	CONTRACT TIME AND COMPLETION.....	SC-2
2.4	SCHEDULES.....	SC-3
2.5	PROGRESS MEETINGS.....	SC-4
2.6	FEES AND PERMITS.....	SC-4
2.7	WEATHER LIMITATIONS.....	SC-4
2.8	WORK HOURS.....	SC-4
2.9	USE OF STREETS BY TRUCKS AND COMMERCIAL VEHICLES.....	SC-5
2.10	SWEEPING / CLEANING OF ROADS AND RIGHT-OF-WAY DURING CONSTRUCTION.....	SC-5
2.11	EXISTING UTILITIES.....	SC-5
2.12	DISTRIBUTION OF CONSTRUCTION NOTICES.....	SC-6
2.13	CONSTRUCTION STAKING/SURVEYING.....	SC-6
2.14	PROTECTION OF CONSTRUCTION.....	SC-6
2.15	USE OF WATER.....	SC-7
2.16	USE OF PRIVATE PROPERTY.....	SC-7
2.17	ON-SITE SUPERVISOR.....	SC-7
2.18	CONDUCT.....	SC-7
2.19	METHOD OF MEASUREMENT AND PAYMENT.....	SC-7
2.20	EXISTING SITE CONDITIONS.....	SC-8
2.21	INSPECTIONS.....	SC-8
2.22	MATERIALS TESTING: SOIL, CONCRETE, AND ASPHALT.....	SC-8
2.23	TOPSOIL, SEEDING, IRRIGATION SYSTEMS & LANDSCAPE RESTORATION.....	SC-9
2.25	TIME BETWEEN REMOVAL AND REPLACEMENT.....	SC-10
2.26	SUBGRADE PREPARATION.....	SC-10
2.27	ASPHALT REMOVAL AND PLACEMENT OF AGGREGATE BASE COURSE.....	SC-11
2.28	STORAGE OF MATERIALS.....	SC-11
2.29	TRAFFIC CONTROL.....	SC-11
2.30	EQUIPMENT.....	SC-13
2.31	CONTRACT SPECIFICATIONS.....	SC-13
2.32	AUTHORITY OF THE PROJECT MANAGER.....	SC-14
2.33	PROTECTION OF EXISTING TREES.....	SC-14
2.34	INLET REMOVAL & REPLACEMENT.....	SC-14
2.35	STORMWATER QUALITY.....	SC-14
2.36	PRIVATELY OWNED CARRIAGE WALKS AND DRIVEWAYS.....	SC-16

## SPECIAL TERMS AND CONDITIONS

### PART 1 GENERAL

#### 1.1 PURPOSE

This section is provided to advise the Contractor as to the special terms and conditions of the Contract.

#### 1.2 DESCRIPTION OF WORK

The work performed under the Contract includes:

##### A. Bid Schedule A – Concrete Rehabilitation

The removal and replacement of existing concrete and new construction of miscellaneous concrete items. These items include, but are not limited to, curb walk (Hollywood, Vertical, Mountable & Modified Type C), vertical curb and gutter, 6" flatwork, 10" flatwork, 10" crossspan, 10" crosswalks, curb ramps with detectable warning surfaces, In general, the length of sidewalk replacement varies from 5' to 80' sections. The Contractor should anticipate some variation in the width of the curb walk items. Contractor is encouraged to verify the field curb walk width for the locations depicted and quantified in **Exhibit A**, and **Appendix A to Exhibit A**, which is attached hereto and incorporated herein by reference. Any curb walk section within +/- six inches (6") of the specified width will be paid at the bid unit cost. The Contractor shall employ traffic control and Stormwater protection measures at all work areas.

B. Contractor shall supply all labor, equipment, and materials necessary to complete the work in accordance with the Contract, including, but not limited to, the Specifications. The purpose of the Contract is to repair/replace/install miscellaneous concrete items within Town right-of-way that the Town intends to rehabilitate. The total quantities and type of work estimated in the Bid Schedule(s) is representative of the estimated quantities. These quantities may be revised by the Town to represent actual field conditions at the time of construction. Variations in the estimated quantities compared to constructed project quantities should be expected and will not substantiate a claim against the Town, including any loss of anticipated profits.

#### 1.3 LOCATION OF THE WORK

A. While a map is provided as **Appendix A to Exhibit A**, showing the street locations for the Project, the work to be completed in the area described on the map shall be determined by the Project Manager. **The Town reserves the right to revise the location and limits of the work at any time during the Contract.** The extent of all work will be established in the field by the Project Manager. Variation between estimated and actual quantities for each item is expected and should be anticipated by the Contractor.

#### 1.4 MISCELLANEOUS

A. The Contractor is responsible for replacing, in-kind, any property corner monuments, "S" sewerline indicators, "W" waterline indicators, "X" irrigation indicators, or any other indicators meant to denote the presence of a Town utility that are destroyed during concrete removal.

- B. The Contractor is responsible for the disposal of all soil, asphalt, cobblestone, and concrete as a result of the Project. All costs associated with disposal shall be included in the appropriate unit price. No concrete will be salvaged to the Town, unless otherwise directed.
- C. The Contractor is responsible for saw-cutting through the entire depth of the concrete to ensure a clean, straight-edged removal during removals with no cracks, chips, gouges, or other irregularities in the adjacent concrete. Any damage to adjacent concrete due to partially saw-cut concrete, positioning of back-hoe out riggers or other heavy equipment, or any other process occurs during removals shall be replaced at no additional cost to the Project. If the existing condition of the adjacent concrete is damaged, Contractor must notify the Project Manager prior to removal.

## **PART 2 SUPPLEMENTS TO THE CONTRACT**

### **2.1 DEFINITIONS**

The CONTRACT shall be synonymous with the Agreement.

The PROJECT shall be synonymous with the Work.

The PROJECT MANAGER shall be the Town's Deputy Public Works Director.

The SPECIFICATIONS shall be the latest edition of the "CDOT Standard Specifications for Road and Bridge Construction."

### **2.2 PROJECT WORK**

- A. The Contractor must self-perform a minimum of sixty percent (60%) of all work on the Project. The Contractor shall self-perform all forming, placing, and finishing of all concrete items on the project.

### **2.3 CONTRACT TIME AND COMPLETION**

- A. The work shall be commenced no later than ten (10) calendar days from and including the date of the Notice to Proceed and shall be fully completed in a satisfactory and acceptable manner within ninety (90) Working Days of the date of the Notice to Proceed.
- B. A Working Day shall be defined as any day, exclusive of Saturdays, Sundays, and Town Holidays, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed with the normal working force engaged in performing those items controlling the completion of work. Weekend or non-Town Holiday work may be counted as a Working Day per the approval of the Project Manager. One (1) whole day of contract time will be assessed for each working day on which the work can be effectively prosecuted during six (6) hours or more of the day. One-half day will be assessed for each working day on which the work can be effectively prosecuted for at least two (2) hours but less than six (6) hours of the day. Contract time will not be assessed when the work can be effectively prosecuted for less than two (2) hours.
- C. Prior to the commencement of the Work, the Contractor shall submit to the Project Manager, for approval, a schedule showing the time of commencement and proposed

progress of the Work. The schedule shall include the start date and the completion date of each street in the program.

- D. A mandatory, pre-construction conference will be scheduled prior to the issuance of the Notice to Proceed. No work will be allowed to take place prior to a written Notice to Proceed.
- E. The Contractor is required to continue work on the Project without interruption to completion.
- F. Any requests for extension of time due to conditions outside of the Contractor's control (including unseasonable inclement weather as defined below) shall be made in writing to the Project Manager within three (3) calendar days of that condition.
- G. Delays caused by circumstances, which in the opinion of the Project Manager, are outside of the control of the Contractor, will be reason for time extensions.
- H. Items not specifically called out in the Contract, but which is necessary to complete the Work required under this Contract, will be considered incidental and a part of the Contract and will be performed by the Contractor at no additional cost. The Contract unit prices will be full compensation for all labor, materials, and equipment necessary to complete the Project. No separate payment will be made for the materials used in this operation.
- I. The Town reserves the right to require the Contractor to employ additional crews in order to meet schedule requirements as outlined in the approved project schedule. Such crews shall be requested by the Project Manager and provided by the Contractor at no additional cost to the Town.
- J. If the Contractor fails to perform work required under this Contract after written notice by the Project Manager, the Town reserves the right to have work done or to perform the Work with Town forces and to charge the Contractor for such work.

## 2.4 SCHEDULES

- A. Prior to commencement of the Work, the Contractor shall submit to the Project Manager, for approval, a schedule showing the proposed progress of the work. The Contractor shall supply at each weekly progress meeting an updated construction schedule showing the schedule of work to be performed during the subsequent two (2) week period or a period of time mutually agreed upon by the Contractor and Project Manager. No subsequent work may take place without the updated construction schedule. The construction schedule must include the start date and completion date for each street. Due to the nature of the Work, it is difficult to identify specific activities on any given workday for any given street. As such, the Contractor will be expected to inform the Project Manager least twenty-four (24) hours in advance of any items necessitating inspection including but not limited to: subgrade inspection, formwork inspection, rebar inspection, concrete placement inspection.
- B. All work adjacent to schools shall be scheduled so that construction occurs as soon as possible once school is out of session (May 25<sup>th</sup>) in order to complete its work prior to the start of the new school year.

## 2.5 PROGRESS MEETINGS

- A. Progress meetings shall be held on a weekly basis at the time and place designated by the Project Manager. Unless otherwise authorized by the Project Manager, these meetings shall be attended by the Project Manager, the Contractor's Supervisor, the Contractor's certified traffic control supervisors (TCS), and representatives of all subcontractors. Progress of the Work, pay quantities, and the next week's schedule shall be discussed and coordinated at these meetings. Meetings may be held on a more frequent basis if determined necessary by the Project Manager or requested by the Contractor.

## 2.6 FEES AND PERMITS

- A. The Contractor shall obtain all licenses and permits required to conduct work within the limits of the project work and the Town. No charge will be made for permits issued by the Town.
- B. If construction water from the Town is desired, a Contract shall obtain a Hydrant Permit from the Town's Public Works Department. Water may only be taken from certain fire hydrants authorized by the Town. The Contractor shall be responsible for obtaining a certified meter and backflow device for any hydrants used. The Town agrees to waive the cost of construction water and the permit fee.

## 2.7 WEATHER LIMITATIONS

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

## 2.8 WORK HOURS

- A. Work Hours – Work (including equipment start-up and placement of traffic control) shall be limited to the hours between 7:00 a.m. and 6:00 p.m. on weekdays. No work shall be allowed on Saturdays, Sundays, or the holidays of Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Juneteenth, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day or New Year's Day without written approval from the Project Manager.
- B. Due to the proximity to schools and/or businesses and for work on high-traffic roadways, additional work hour restrictions may be enacted to minimize conflicts with access and school drop-off locations, business hours, and rush hour traffic.

## 2.9 USE OF STREETS BY TRUCKS AND COMMERCIAL VEHICLES

- A. The Contractor shall comply with the Town of Johnstown Municipal Codes with regard to Truck Routes and overweight vehicles.

## 2.10 SWEEPING / CLEANING OF ROADS AND RIGHT-OF-WAY DURING CONSTRUCTION

- A. The Contractor will be responsible for the daily removal and proper disposal of all construction debris, dirt and mud from all public streets, private driveways and parking lots within or adjacent to the project area; whether caused directly by the Contractor's construction operation or that of Contractor's subcontractors and/or materials suppliers, or indirectly due to the site conditions in general.
- B. The Contractor will be responsible for any damage caused due to maintenance and/or cleaning operations, or the lack thereof.
- C. No separate payment will be made for this work and any costs in connection therewith shall be considered incidental to the Contract.
- D. If this clean-up work is not completed within forty-eight (48) hours of receiving written notification by the Project Manager, the Town shall contract with another company to clean the area and back charge the Contractor.
- E. The Contractor typically maintains stockpiles of material on the street as construction is underway. Once construction on each street is complete, any remaining material must be removed and any stains on the street from the material must be eliminated. Stockpiles must be properly protected from the public. Stockpiles require the use of Stormwater Best Management Practices.

## 2.11 EXISTING UTILITIES

- A. It will be the Contractor's responsibility to contact all utility companies, including the Town's Utility Divisions, to determine the location of all utility lines within the construction area. The Contractor will notify the Utility Notification Center of Colorado ("UNCC") in advance (as required by the UNCC) when in need of locates, and will bring any conflicts to the attention of the Project Manager. The Contractor shall protect all utilities during construction operations and will be responsible for the correction of any damage. The Contractor will hold the Town and owner of the utility free from any liability in the event of damage to any utility. The Contractor shall determine when the potholing of existing utilities is required. The payment for potholing shall be considered incidental to this Contract and there will be no additional payment for potholing activities. The Contractor is responsible for the field location of existing utilities (scheduling and completion of potholing activities) far enough in advance as to avoid construction delays – such as if conflicts are encountered or re-design services are required.



**Utility Location**

**Telephone Number**

Johnstown Utilities Department

(970) 578-9679

2.12 DISTRIBUTION OF CONSTRUCTION NOTICES

- A. The Contractor shall deliver construction notices to all residences and businesses adjacent to the construction work. Notices shall be supplied by the Contractor at least twenty-four (24) hours and no more than seventy-two (72) hours in advance of the construction work. Notices shall include the scheduled date for the work (added to the notice by the Contractor), anticipated duration of work, contact information and other information, as applicable. If the original schedule on the notices is not accurate, the Contractor shall revise the notices. No separate payment will be made for this work and any costs in connection therewith shall be considered incidental to the Contract.

2.13 CONSTRUCTION STAKING/SURVEYING

- A. The Contractor shall provide all horizontal and vertical layout required for the Work. The Project Manager may adjust grades or alignment, as required, to provide positive drainage or to match the existing conditions/landscaping. The Contractor is responsible for providing positive drainage to all newly constructed chase drains, curb and gutter sections, handicap ramps, and crosspans. The Contractor must be ready and able to demonstrate flow line elevations and drainage direction to the Project Manager. The Contractor must notify the Project Manager if the Contractor is not able to achieve positive drainage due to existing conditions. If no notification is given, and if any newly constructed or modified chasedrains, curb and gutter sections, curb ramps, or cross pans hold water, they shall be removed and replaced at the expense of the Contractor. No separate payment will be made for this work and any costs in connection therewith shall be considered incidental to the Contract.

2.14 PROTECTION OF CONSTRUCTION

- A. The Contractor shall be responsible to protect the work from damage and vandalism. The Contractor shall provide adequate barricading, including reflective plastic flagging strung between barricades to protect the site from pedestrian and vehicular traffic. The Contractor shall also be expected to maintain workers on-site until the concrete has had time to adequately cure so that it cannot be damaged without significant effort. In the event that damage is done, the damaged area shall be removed and replaced at the discretion of the Town Project Manager.
- B. The Contractor shall provide positive surface drainage of the work areas at all times. Unsuitable subgrade, which is a direct result of the Contractor failing to provide surface drainage, shall be stabilized at no additional cost to the Project.
- C. In cold weather, concrete shall be protected per CDOT Standard Specifications Sections 412.15 and 601.12. All cold weather protection will be considered incidental to the project work. There shall be no separate payment for cold weather protection.

- D. The Contractor shall be responsible for protecting construction areas with proper warning devices per the Manual on Uniform Traffic Control Devices (MUTCD), or any other areas as specified by the Project Manager.

#### 2.15 USE OF WATER

- A. If construction water from the Town is desired, a Contract shall obtain a Hydrant Permit as provided above.
- B. The Contractor shall not use private water hoses or faucets without the written permission of the homeowner.

#### 2.16 USE OF PRIVATE PROPERTY

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

#### 2.17 ON-SITE SUPERVISOR

- A. The Contractor shall name a supervisor of the Project at the preconstruction meeting, subject to the Project Manager's approval. The Supervisor shall be assigned to the Project for the entire duration of the Project and shall be on the job site at all times during the construction.
- B. The Contractor's Supervisor may not be changed without prior written approval by the Project Manager.
- C. The Contractor's supervisor must be able to effectively communicate with Town personnel and Town residents.

#### 2.18 CONDUCT

- A. The Contractor understands that, when entering into this Contract, the Contractor is representing the Town.
- B. The Contractor and the Contractor's employees shall treat citizens and motorists with a helpful and courteous nature regardless of the situation. All work and behavior of the work force shall comply with the Town's ordinances. Violations of Town ordinances by the Contractor's workforce may result in termination of the Contract at the discretion of the Town.

#### 2.19 METHOD OF MEASUREMENT AND PAYMENT

- A. Work to be completed under the Contract will be measured for quantities in accordance with the provisions of the Contract and the most recent revision of the CDOT Standard Specifications for Road and Bridge Construction as may be applicable. Payment shall be made on the basis of actual measured quantities for the various construction pay items,

said prices to include all costs of labor, materials, and equipment necessary to complete the work items.

- B. Incidental work (no separate payment) shall include, but not be limited to: control of dust by watering or other means, sweeping, sawcutting of asphalt and concrete, compaction, construction water, proofrolling, #4 rebar for tying into curb heads, cutting of tree roots, distribution of notices including no parking signs, permits and cleanup, providing positive drainage to work sites, asphalt patchbacks, fine grading, and curb backfills unless otherwise stated.
- C. All work completed under the Contract shall be measured jointly by the Project Manager and the Contractor's authorized representative. Lump sum items will not be measured, but are to include the full bid item as described in the Specifications.
- D. Unit prices are to include all necessary incidental work.

## 2.20 EXISTING SITE CONDITIONS

- A. Prior to starting work on the Project, the Contractor shall walk the project in the areas scheduled for work with the private property owners, if any, and Project Manager to determine and document the condition of fences, curbs, walls, drives, asphalt, lawns, sprinklers, landscaping, and any other existing conditions that are to remain on both public and private property. The Contractor may supplement written documentation of existing conditions with photographs.
- B. Any damage to existing conditions caused by the Contractor shall be repaired or replaced at no additional cost to the Project.

## 2.21 INSPECTIONS

- A. The Project Manager shall observe the Work during construction. All inspection work is to be coordinated with the Project Manager. Questions or problems should be directed to the Project Manager, who will be responsible for contacting the appropriate personnel, unless specifically directed otherwise.

## 2.22 MATERIALS TESTING: SOIL, CONCRETE, AND ASPHALT

- A. All materials and mix designs used shall be submitted to the Town for review and approval, prior to installation of such materials.
- B. All materials used in the Project shall be subject to sampling and testing in accordance with generally accepted standards and as required in the Specifications or as directed by the Project Manager. The Contractor shall furnish all samples without charge. The Contractor shall cooperate with the Project Manager or Owner's representatives in collecting, handling, storing and forwarding required samples, including the furnishing of manpower and equipment when necessary.

- C. The Contractor shall not incorporate any materials into the Project or cover any part of the Work until they have been observed, tested, and approved in accordance with the Specifications.
- D. Soil, concrete, and asphalt tests shall be performed at the Town's expense by a commercial testing laboratory. In the event that a compaction test fails to meet the criteria established by the Specifications, another test will be performed after the necessary corrective work has been completed. The Contractor shall bear the expense of all the retests performed by the Town's commercial testing laboratory.
- E. The Contractor shall perform excavation work necessary for compaction testing, as requested by the Project Manager, at no additional cost to the Town.
- F. The Contractor shall notify the Project Manager a minimum of forty-eight (48) hours in advance of any required field construction material testing. The Contractor agrees to pay any and all minimum call out charges or standby time for the testing firm incurred by the Town due to the Contractor's failure to execute the work on schedule.

## 2.23 TOPSOIL, SEEDING, IRRIGATION SYSTEMS & LANDSCAPE RESTORATION

- A. The Contractor shall make every effort to minimize the disturbance and destruction of sod and other landscaped areas during construction.
- B. When sod or other landscaped areas are disturbed, the Contractor shall replace the sod or other plantings, and return the disturbed areas to a condition equal to or better than the original condition. Any areas other than sod that are disturbed shall be replaced with the materials disturbed. All costs incurred in the restoration of existing sod and planted materials shall be incidental to the individual bid items and will not be paid for as a separate item. If this repair work is not completed within forty-eight (48) hours after placement of the concrete, the Town may contract with another company to complete this work and charge the Contractor along with a ten percent (10%) administrative fee.
- C. When installing curbwalk and related items, if the Contractor limits disturbance of sod behind the walk to six inches (6") or less, topsoil and seed may be used to re-vegetate the disturbed area. The Contractor should make every effort to limit disturbance to six inches (6") or less. The type of seed shall be a Turf Grass Mix (see Approved Materials List) approved by the Project Manager and the application rate shall be 150 lbs. pure live seed per acre. If the disturbance of sod or turf is more than six inches (6"), the Contractor will be required to replace the disturbed area with sod as approved by the Project Manager. If there is a difference greater than 2" between existing and adjusted grade following replacement of curbwalk, especially in residential areas, Contractor will be required to cut back the landscaping such that a gentler slope can be achieved and replace the disturbed area with sod as approved by the Project Manager. The Contractor will be responsible for the removal and replacement, at no additional cost to the Project, of dead/damaged sod or non-established seeding areas during the warranty period.
- D. Prior to removing any existing sidewalk, driveway or curb head, the Contractor shall inspect the location for sprinkler heads or irrigation valve boxes. All sprinkler heads and valve boxes shall be marked with a fluorescent-colored flag or other marking system

acceptable to the Project Manager. The Contractor shall make every effort to avoid damage to an irrigation or sprinkler system.

- E. Whenever the Contractor disturbs or damages any irrigation or sprinkler system, such damage shall immediately be brought to the attention of the property owner and the Project Manager. The Contractor shall immediately make any and all repairs necessary to restore the system to its original condition.
- F. Certain circumstances may require extensive pruning of property hedges or landscaping. Prior to performing any modification to landscaping at these locations, the Contractor shall notify the Project Manager and request direction on how to tactfully trim the landscaping. Contractor shall be responsible for resolving all unacceptable modifications should the Contractor fail to request direction from the Town prior to making modifications. Pruning shall be completed, as determined by the Project Manager, at no additional cost to the Project.
- G. Measurement for payment (of concrete items) will not be completed until the conditions of this Section are satisfied. This includes, but is not limited to, seeding, replacing sod, and repairing irrigation systems. A separate payment will be made for this work and any costs in connection therewith shall be considered incidental to the Contract.
- H. Prior to demobilizing from each street, the Contractor and the Project Manager shall walk each street to determine if landscaping restoration is satisfactory. Minor deficiencies, as determined by the Project Manager, shall be tracked as punch list items. Major deficiencies, as determined by the Project Manager, must be corrected immediately before commencing work in the next work area.

## 2.25 TIME BETWEEN REMOVAL AND REPLACEMENT

- A. The Contractor shall make every effort to keep the amount of time between the removal of the existing concrete and placement of the newly poured concrete to a minimum. Concrete placement shall be within twenty-four (24) hours of removal unless otherwise approved in writing by the Project Manager. Any open excavations left overnight, as approved by the Project Manager in writing, shall be sufficiently marked with traffic control devices and fenced off. Open excavations over the weekend shall not be permitted.

## 2.26 SUBGRADE PREPARATION

- A. The Contractor will be required to perform all required operations to provide a stable non-pumping subgrade. This may include the placement, grading and compaction of an approved stabilization material.
- B. The Project Manager will determine, at each concrete replacement location, whether the use of stabilization material is required. Stabilization extents shall be approved and recorded by the Project Manager. Only areas directed by the Project Manager will be measured for payment.

- C. If fill/stabilization material is required, it shall be measured and paid for under Subgrade Stabilization Material. Placement of additional fill material as a result of over excavation by the Contractor or for purposes of “fine grading” will not be paid for by the Town and shall not be billed to the Project. When the required depth of stabilization material exceeds six inches (6”), it shall be constructed in layers of equal thickness. The maximum compacted thickness of any layer shall not exceed six inches (6”). The surface of each layer shall be maintained during the compaction operations so that a uniform texture is produced and the aggregates are firmly locked together. Water shall be uniformly applied during compaction to achieve the required density.
- D. The Contractor shall keep the subgrade and base course free from standing water during construction. Any area which becomes unstable due to the Contractor’s lack of diverting standing water will be corrected prior to placement of concrete. Any required excavation and/or backfill to correct unstable areas, due to Contractor’s negligence, will not be measured for payment.
- E. Varying thicknesses in existing concrete may be encountered. In some cases, existing concrete may be thinner than specified herein. Therefore, soil will have to be removed from the site in order to install concrete per the Specifications.

## 2.27 ASPHALT REMOVAL AND PLACEMENT OF AGGREGATE BASE COURSE

- A. Minimize asphalt cuts along concrete to less than 10” in width and place Class 5 or 7 aggregate base course.

## 2.28 STORAGE OF MATERIALS

- A. The Contractor shall be responsible for the acquisition of any storage facilities necessary for completion of the Work. Construction trailer locations shall be approved by the Project Manager. The Contractor shall provide a dimensioned site plan showing the proposed locations for equipment and material staging, at least fourteen (14) calendar days before moving the trailer on-site.
- B. Any storage of construction materials within Town’s Right-of-Way for more than four (4) hours is prohibited unless previously approved in writing by the Project Manager.

## 2.29 TRAFFIC CONTROL

- A. The Contractor shall perform traffic control on all roadways, at all times, during the construction period in accordance with the conditions of the Work within the Right of Way Permit, applicable sections of the Colorado Department of Transportation Standard Specifications and the latest edition of the Manual on Uniform Traffic Control Devices. The Contractor will be required to prepare and submit traffic control plans that identify and address typical and specific site-related issues for approval by the Project Manager.

- B. The Contractor shall make all efforts to keep a portion of existing roadways open to maintain traffic flow.
- C. At no time will the Contractor be permitted to allow construction equipment or materials in the lanes open to traffic, unless permitted by the Project Manager. Vertical cuts resulting from construction adjacent to traffic lanes shall be temporarily sloped behind grading operations to safeguard traffic using the adjacent lane.
- D. Parking of personal vehicles and construction equipment will be prohibited where it conflicts with safety, access, or traffic flow. Personal vehicles and construction equipment will be prohibited from parking on all private lots unless approved by the property owner. Traffic lanes through construction areas shall be maintained as shown on the approved traffic control plans or with a clear width of at least twelve feet (12') per lane. When directed by the Project Manager, the Contractor shall provide and maintain an acceptable temporary asphalt surface for roads or driveways.
- E. If the Contractor desires to revise approved traffic control plans, the Contractor shall submit the proposed changes to the Project Manager and allow one (1) week for review of the changes. The Project Manager will only approve a modified traffic control plan that, in the Project Manager's reasonable opinion, provides adequate safety and convenience of the public and provides the same or greater service as the previously approved plan.
- F. The Contractor shall not interfere with traffic between the hours of 7:00 a.m. and 8:30 a.m., and 4:00 p.m. and 6:00 p.m. on weekdays, or at any time on weekends or holidays without written permission of the Project Manager. Arterial and collector streets may require specific work hours as shown on the Right of Way permit or traffic control plans.
- G. During non-construction periods (evenings, holidays, etc.), all work equipment, materials and unused traffic control devices shall be removed from the Town's Rights-of-Way. All travel lanes shall be free of hazards and open to traffic unless a specific traffic control plan has been approved by the Project Manager for use during these time periods.
- H. Temporary "No Parking" signs will be provided by the Contractor. The signs will be twelve by sixteen inches (12" x16") single sided coroplast. Mounting wire "H" frames will also be provided by the contractor. In cases where the "H" frames cannot be used due to hardscaping, the Contractor shall be responsible for providing a suitable mounting device. The placement of "No Parking" signs will be the responsibility of the Contractor. "No Parking" signs shall be placed no less than forty-eight (48) hours and no greater than seventy-two (72) hours prior to the start of any work that will limit parking, including saw cutting. For example, a no parking enforcement period scheduled to start at 7:00 a.m. on a Thursday shall be posted for no parking no later than 7:00 a.m. the preceding Tuesday. If a vehicle is in conflict with the Contractor's operations and the 48-hour notice requirement has not been fulfilled, the conflict vehicle will not be relocated until the 48-hour notice has been met. This requirement will be strictly enforced.
- I. Required Certified Flagging at railroad crossings shall be coordinated by the Contractor.

- J. The Contractor is responsible for submission and approval of traffic control plans and traffic control for all work on all roadways. Detailed/site specific traffic control plans shall be submitted for approval for all roadways classified as collectors or arterials, and locals if determined necessary by the Project Manager.
- K. Traffic control configurations that require a full closure to traffic on any street, greenway trail, or alleyway must be approved prior to implementation. A minimum forty-eight (48) hours' notice of the full closure must be given to the Town so that emergency personnel can be notified beforehand.
- L. A full-time on-site Certified traffic control supervisor (TCS) will be required on all roadways, during all times of construction.
- M. Traffic Control Inspection is required for every calendar day, on all project work, where traffic control devices are in use, masked, or has been turned away from traffic. All traffic control inspection shall be performed by the TCS. The TCS will be required to supply a daily log of all inspection activities for each calendar day of traffic control inspection performed. Daily inspection logs must be turned into the Project Manager weekly. Traffic control inspection shall be considered incidental to the project work and there shall be no additional payment for this duty. Traffic control inspection shall not be paid as Traffic Control Supervisor.
- N. All "flagpersons" shall be certified through either the Colorado Contractors Association (CCA) or American Traffic Safety Services Association (ATSSA) and have a current flagger's certificate. All traffic control supervisors shall be certified as a worksite traffic supervisor by either CCA or ATSSA.

## 2.30 EQUIPMENT

- A. Prior to the start of construction, a list of all construction equipment must be submitted in writing and approved by the Project Manager. This list is to be provided at the preconstruction meeting so that the equipment intended to be used can be discussed at that time.

## 2.31 CONTRACT SPECIFICATIONS

- A. The Contractor must have a copy of the current "Project Manual" on the job site at all times. In addition, the Contractor shall have a copy of the Specifications.
- B. The project documents are intended to describe and provide adequate information to complete the Work.
- C. In case of conflicts, the following order of precedence shall govern:

Agreement  
Special Terms and Conditions  
Specifications (CDOT Standard Specifications for Road and Bridge Construction)



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

#### 2.32 AUTHORITY OF THE PROJECT MANAGER

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

#### 2.33 PROTECTION OF EXISTING TREES

- A. The Contractor is responsible for protecting all existing trees adjacent to the construction. Where excavation or removals take place near existing trees, the Contractor shall use care to avoid damage to the tree and roots. Prior to cutting any root, the Contractor shall contact the Project Manager for coordination and direction. No additional payment shall be made for the cutting or removal of tree roots.
- B. Prior to starting work at areas that immediately abut existing tree roots/trunks, the Contractor shall notify the Project Manager.

#### 2.34 INLET REMOVAL & REPLACEMENT

- A. There may be minor variations in the dimensions (length and width) of the frames. The Contractor will be required to verify all dimensions before the start of construction. In all cases when the contractor is replacing an inlet box, the new box shall be cast with a sedimentation basin no shallower than eight inches (8") deep.
- B. All inlets are to be cast-in-place (precast inlets will not be allowed).
- C. During removal of the existing inlet and installation of the new inlet, Contractor shall maintain the functionality of the inlet at all times. Stormwaters must be able to enter the inlet from adjacent flowlines.
- D. The Contractor shall be responsible for verifying measurements of inlets and ordering necessary materials. All materials necessary to construct or repair inlets shall be included in the unit price for each applicable bid item.

#### 2.35 STORMWATER QUALITY

- A. The Contractor is responsible for protecting stormwater quality through the use of Best Management Practices (BMPs). For each pollution source, the Contractor must implement BMPs to prevent that pollutant from entering the Municipal Separate Storm Sewer System (MS4) or being transported to the MS4 via streets, sidewalks or other surfaces. All BMPs must be appropriate for the pollution source, and installed and

maintained in a manner to ensure that they function properly for the duration of their use.

- B. Common pollution sources and BMPs are discussed below; this list is not inclusive. The Contractor must control all pollution sources through the use of BMPs. All BMPs must meet the requirements of the Town of Johnstown Municipal Code, the Town of Johnstown Design Standards and Construction Specifications, Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual Volume 3 – Best Management Practices, or CDOT Standard Specifications for Road and Bridge Construction, unless otherwise approved by the Project Manager in writing.

All inlets within one hundred feet (100') down gradient of the Work shall be protected according to the inlet conditions, i.e. sump conditions or on-grade. If rock socks are used but not well maintained, the Town may require use of a replacement product that does not contain rocks. Rock socks must protect the entirety of the inlet with no gaps between each rock sock.

All discharges from saw cutting shall be contained to the immediate work area and runoff of the resulting slurry shall be minimized to the maximum extent practicable. Saw cut slurry shall be vacuumed up in conjunction with the cutting and disposed of properly.

Concrete washouts must be designed to prevent run-on and contain all wash water and concrete material. Concrete washouts in stockpiles of material are permitted but must have secondary containment at all times.

Materials, including but not limited to stockpiles, chemicals, equipment, or waste/recycle locations shall be stored, used, and controlled in a manner to prevent the release of pollutants to the MS4. Stockpiles, chemicals and waste/recycle locations shall not be placed or stored in the drainage flow line. Additional BMPs may be required related to stockpiles, chemicals and waste/recycle so they are covered and not in direct contact with the ground, have secondary containment, are in leak proof containers. Rock socks, removal of waste/recycle, spill kits, or equipment maintenance areas may also be needed in some cases.

If needed, street sweeping shall be performed on a daily basis at the end of the work day.

Portable toilets shall be out of the drainage flow line and staked or otherwise secured.

- C. BMPs that are installed for control of pollutants from temporary activities, such as construction, must be removed once the site or location is in a condition where the BMPs are no longer needed to prevent pollutants from entering the MS4. The Contractor shall remove BMPs when they are no longer needed.

- D. Upon notification of failure to adequately control pollution sources through use of BMPs, the Contractor will correct the failure(s) immediately. Violations of the Johnstown Municipal Code are subject to enforcement actions. If the Contractor fails to adequately control pollution sources through use of BMPs, the Project Manager may, at the expiration of a period of forty-eight (48) hours after having given the Contractor written notice, proceed to maintain the features as deemed necessary. Without limiting the Contractor's obligation to perform the Work, the cost thereof and a ten percent (10%) administrative fee will be deducted from any compensation due, or which may become due, to the Contractor under the Contract.

## 2.36 PRIVATELY OWNED CARRIAGE WALKS AND DRIVEWAYS

- A. Conditions will sometimes be encountered where the back of newly installed curbwalk does not match the grade of existing driveways and/or carriage walks. In these cases, the Contractor will remove and replace the privately owned driveway or carriage walk to limits designated by the Project Manager. The Contractor must notify the Project Manager prior to placement of concrete in cases where unique driveways/carriage walks (e.g. colored concrete, patterned concrete, bricks, pavers, etc.) are encountered and curbwalk grades will not match the driveway/carriage walk. The Project Manager may direct the Contractor to "flex" the back of the curbwalk to match the driveways or carriage walks. The Contractor shall bear all responsibility for replacing unacceptable curbwalk should the Contractor fail to request direction from the Project Manager prior to placing concrete.

**EXHIBIT C**  
**ANNUAL AMENDMENT TO AGREEMENT**  
(Attached)

**ANNUAL AMENDMENT TO AGREEMENT  
( \_\_\_\_\_ CALENDAR YEAR)**

This Annual Amendment to Agreement ( \_\_\_\_\_ Calendar Year) is made and entered this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Town of Johnstown, Colorado, a Colorado home-rule municipality (the “Town”), and Lightfield Enterprises, Inc., a Colorado corporation (“Contractor”), and is incorporated into and made a part of that certain Concrete Repair Agreement executed by and between the Town and Contractor on or about \_\_\_\_\_, 2024 (“Agreement”). Capitalized terms used herein shall have the meaning set forth in the Agreement.

1. The Work for the \_\_\_\_\_ calendar year is set forth on Exhibit 1 attached hereto and incorporated herein by reference. The Work described therein shall supersede and replace the Work performed during previous calendar years.

2. The compensation for the Work during the \_\_\_\_\_ calendar year shall be \_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS (\$ \_\_\_\_\_).

3. Except as expressly provided in this Annual Amendment to Agreement ( \_\_\_\_\_ Calendar Year), the Agreement has not been amended, supplemented or altered in any way by this amendment and the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Annual Amendment to Agreement ( \_\_\_\_\_ Calendar Year) as of the set forth above.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Matt LeCerf, Town Manager

LIGHTFIELD ENTERPRISES, INC.

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT 1**  
**SCOPE OF WORK FOR \_\_\_\_\_ CALENDAR YEAR**

(Attached)