



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

September 26, 2018
7:00 PM
151 Grant Avenue
Firestone, CO 80520

- 1. Call to Order & Roll Call**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
- 5. Consent Agenda**
 - 5.a.** Approval of the September 12, 2018 BOT Meeting Minutes
 - 5.b.** Approval of the September 26, 2018 Accounts Payable
 - 5.c.** Approval of Cash & Investments August 2018
 - 5.d.** Resolution 18-36: A RESOLUTION APPROVING APPLICATIONS FOR TEMPORARY USE PERMITS FROM THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT
 - 5.e.** Approval of 2018-2019 Lobbyist Contract
 - 5.f.** **Ordinance 943:** AN ORDINANCE AMENDING THE FIRESTONE MUNICIPAL CODE REGARDING LATE FEES FOR FAILURE TO TIMELY RENEW BUSINESS AND SALES TAX LICENSES
 - 5.g.** McClure Avenue Widening Construction - Change Order No. 1 & Payment Application No.1
 - 5.h.** McClure Avenue Extension Construction - Change Order No. 4 & Payment Application No.8 (FINAL PAYMENT)
 - 5.i.** Firestone Police Station Construction Payment Application No.3

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Manager's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

- 5.j. Firestone Police Station Geotechnical Engineering Services Contract First Amendment
- 5.k. Gould Recharge Test Pit Construction Contract
- 5.l. St Vrain Water Treatment Plant Geotechnical Engineering Services Contract

6. Presentation

- 6.a. Frederick-Firestone Fire Protection District - Chief Jeremy Young - Elections
- 6.b. Sam Light Presentation

7. Public Hearing

- 7.a. **Resolution 18-37**: A RESOLUTION APPROVING A FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR OAK MEADOWS TOWNHOMES
- 7.b. **Resolution 18-38**: A RESOLUTION APPROVING A FINAL PLAT FOR ADVANCED FORMING TECHNOLOGY FILING NO. 2

8. Discussion/Action

- 8.a. **Ordinance 944**: AN ORDINANCE ADDING A NEW SECTION TO CHAPTER 2.04 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE APPLICATION OF TOWN ADMINISTRATIVE POLICIES AND PROCEDURES TO THE MEMBERS OF THE TOWN BOARD OF TRUSTEES AND BOARDS AND COMMISSIONS
- 8.b. Firestone Reservoir No. 1 Pump Station Engineering Design Contract

9. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

10. Reports

- 10.a. Staff
- 10.b. Mayor

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Manager's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

10.c. Trustees

10.d. Committee Updates

11. Executive Session Executive Session

11.a. Executive Session for the purpose of discussing a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of the Board of Trustees; the appointment of any person to fill a vacancy in the Board of Trustees; or personnel policies that do not require discussion of matters personal to particular employees. Specifically, for the Board to conduct the Town Clerk's performance review.

11.b. Executive Session for discussion of a personnel matter under C.R.S. 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of the Board of Trustees; or personnel policies that do not require discussion of matters personal to particular employees. Specifically to review criteria and procedures for the Town Manager selection and hiring process.

12. Report from Executive Session Report from Executive Session

13. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Manager's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
September 12, 2018

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on September 12, 2018, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:03 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

Trustees: Don Conyac
George Heath
Samantha Meiring
Frank A. Jimenez
Doug Sharp

Staff: **Present:** Kathleen Kelly, Town Attorney; Ellie Garza, THK; Dave Lindsay; Engineer; Marjorie Wickham, Deputy Director of Finance; Leah Vanarsdall, Town Clerk; Tracy Case, Senior Planner; Julie Pasillas, Director of Community Resources; Theo Abkes, Public Works Director; & A. J. Krieger, Interim Town Manager

2. APPROVAL OF AGENDA

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve the Agenda as Amended by removing Agenda Item 7 (Presentation). **Roll Call Vote:** Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes, Trustee Meiring. All in Favor, **Motion carried.**

4. PUBLIC COMMENT

None

5. CONSENT AGENDA

Motion by Trustee , **second** by Trustee , to approve the Consent Agenda. **Roll Call Vote:** Trustee Sharp – yes, Trustee Conyac - yes, Trustee Jimenez – yes, Mayor Pro- tem Peterson – yes, Trustee Heath – yes, Trustee Meiring. All in Favor, **Motion carried.** All in Favor, **Motion carried.**

6. PROCLAMATION

Constitution Week – September 7-23, 2018 – Sheryl Gerber

7. PRESENTATION

a. New Police Facility Ground Breaking - Canceled

8. PUBLIC HEARING Open: 7:11 pm Closed: 7:15 pm

Cottonwood Hollow Continuance

Public Comment: None

Motion by , **second** by , to adopt **Resolution 18-31**: A RESOLUTION APPROVING

FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR COTTONWOOD HOLLOW, FILING 1. **Roll Call Vote:** Trustee Conyac – yes, Mayor Pro-tem Peterson, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp - yes. All in Favor, **Motion carried.**

Public Hearing for Gateway North Resolution 18-33 - Open: 7:25 pm Closed: 7:28 pm

Morgan Greeley, CO

Public Comment: John Damsma, Firestone

Motion by Trustee Sharp, **second** by Mayor Pro-tem Peterson, to include in the hearing record all materials included in Board packet, public comments received regarding the presentation and power point presentation presented this evening, all written comments for the application including emails or other correspondence that has been received from the public or has been referred, proofs of publication, notices and mailing of notices, additional applicable criteria, which include the Town of Firestone's MasterPlan, zoning and sub-division development regulations and the Town of Firestone's Development Regulations. **Voice Vote**, All in Favor, **Motion carried.**

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac, to approve **Resolution 18-33:** A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR GATEWAY NORTH – MULTI-FAMILY (PHASE 2). **Roll Call Vote:** Mayor Pro-tem Peterson - yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes. All in Favor, **Motion carried.**

Public Hearing for St Vrain Ranch Resolution 18-34-Open:7:32 pm Closed:7:43pm

Blake Carlson – Developer had no objection to Trustee Conyac remaining as part of decision making Board on this development

Public Comment: Mark Bitterson, Attny, Boulder

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac, to include in the hearing record all materials included in Board packet, public comments received regarding the presentation and power point presentation presented this evening, all written comments for the application including emails or other correspondence that has been received from the public or has been referred, proofs of publication, notices and mailing of notices, additional applicable criteria, which include the Town of Firestone's MasterPlan, zoning and sub-division development regulations and the Town of Firestone's Development Regulations. **Voice Vote**, All in Favor, **Motion carried.**

Motion by Mayor Pro-tem Peterson, **second** by Trustee Jimenez, to approve **Resolution 18-34:** A RESOLUTION APPROVING A FINAL PLATS and FINAL DEVELOPMENT PLANS FOR ST VRAIN RANCH FILINGS 3A AND 5A. **Roll Call Vote:** Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes. All in Favor, **Motion carried.**

9. DISCUSSTION/ACTION ITEMS

a. Appointment of up to 5 alternate members of the Planning Commission from
Ordinance 940 – Appointment of Chris Gillard and John Damsma as Alternates

b. Credit Card Policy

Motion by Trustee Conyac, **second** by Mayor Pro-tem Peterson to adopt the Town Credit Card policy as presented. **Roll Call Vote:** Trustee Meiring – yes, Mayor Pro – tem Peterson – yes, Trustee Heath - yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Jimenez – yes. All in Favor, **Motion carried.**

c. Approval of Fee Change for LightKelly PC

Motion by Trustee , **second** by Trustee to approve the fee change for LightKelly PC. **Roll Call Vote:** Trustee Heath - yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes, Trustee Meiring - yes. All in Favor, **Motion carried.**

d. Consulting Contract between the Town of Firestone and Slavin Management Consulting for Town Manager Recruitment Services

Motion by Trustee Meiring, **second** by Trustee Heath to approve the Consulting Contract between the Town of Firestone and Slavin Management Consulting for Town Manager recruitment services not to exceed \$22,752.07. **Roll Call Vote:** Trustee Sharp – yes, Trustee Conyac – yes, Trustee Jimenez – yes, Mayor Pro – tem Peterson – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

10. PUBLIC COMMENT * (maximum time permitted for all Public Comment is 30 minutes)
None

11. REPORTS

- a. Staff
- b. Mayor
- c. Trustees
- d. Committee Updates

12. ADJOURNMENT

Motion by Mayor Pro-tem Peterson, **second** by Trustee Meiring, to adjourn meeting at 8:36 pm. **Motion passed**, all in favor.

Introduced and Approved this 26th day of September, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

Vendor	Amount
Total 24/7 Networks, Inc.:	5,859.00
Total ACE HARDWARE OF FIRESTONE:	489.23
Total ADAMSON POLICE PRODUCTS:	102.00
Total AGFINITY-MEAD:	304.50
Total AIRE-MASTER OF NORTH DENVER:	39.00
Total AMAZON:	94.41
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AMERICAN DISPOSAL SERVICES OF COLORADO:	170.00
Total ANATUM GEOMOBILE SOLUTIONS:	8,276.00
Total APEX SHREDDING, INC.:	80.00
Total AUSMUS LAW FIRM, P.C.:	600.00
Total BAREFOOT RESIDENTIAL LLC:	109.14
Total Black Hills Energy:	213.01
Total BUDGET CONFERENCING:	120.17
Total CABELA'S / CABELAS.COM:	123.46
Total CALIBRE PRESS:	658.00
Total CARBON VALLEY CHAMBER OF COMMERCE:	600.00
Total CASELLE, INC.:	4,483.00
Total CASI-ASPHALT & CONCRETE:	419.85
Total CENTRAL WELD COUNTY WATER DISTRICT:	20.00
Total CENTURY LINK:	97.20
Total CHICAGO TITLE OF COLORADO:	2.37
Total CINTAS FIRST AID & SAFETY:	155.69
Total CIVILARTS, INC:	4,720.00
Total CLEAR WATER SOLUTIONS, INC:	14,776.16
Total CLIFTON LARSON ALLEN LLP:	1,505.00
Total COALRIDGE ANIMAL HOSPITAL, INC:	128.53
Total COLORADO CIVIL GROUP INC.:	39,879.75
Total COLORADO CPR ASSOCIATION:	120.00
Total COLORADO MUNICIPAL LEAGUE:	75.00
Total COMCAST CABLE -0310188 - SEATTLE:	348.89
Total COMPASS DATA, INC, dba COMPASS DRONE:	4,490.30
Total D STREET:	7,375.31
Total DANA KEPNER COMPANY, INC.:	44.86
Total DBC IRRIGATION SUPPLY:	517.63
Total DEFALCO CONSTRUCTION:	129,681.50
Total E-470:	26.30
Total EFAX.COM:	39.90

Vendor	Amount
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	331.34
Total EMPLOYERS COUNCIL SERVICES, INC:	660.66
Total ENVIROTECH SERVICES, INC.:	3,230.89
Total EWING AUTO PARTS, INC.:	65.98
Total FACEBOOK:	26.70
Total FCI CONSTRUCTORS, INC:	496,060.94
Total FIDELITY NATIONAL TITLE-DENVER:	16.12
Total FIRST AMERICAN TITLE CO:	15.67
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	1.88
Total FREDERICK HIGH SCHOOL:	250.00
Total FRONTIER AIRLINES:	210.00
Total FRONTIER COMMUNICATIONS CORP.:	221.89
Total FRONTIER COMPUTER CORP.:	2,315.60
Total FRONTIER PRECISION INC:	7,275.51
Total G & G EQUIPMENT INC:	3,088.89
Total G & M IMPLEMENT:	445.42
Total GRAINGER:	618.35
Total GREEN MILL SPORTSMAN'S CLUB, INC:	450.00
Total HOBBY LOBBY:	35.94
Total HOME DEPOT CREDIT SERVICES:	690.94
Total HYDRANT METER REFUNDS:	1,397.50
Total iATN:	19.00
Total INTERNATIONAL ASSOC UNDERCOVER OFFICERS:	475.00
Total JOHN DEERE CONSTRUCTION REATAIL SERVICES:	92.68
Total K9BITEDR. LLC:	475.00
Total KING SOOPERS:	50.00
Total KINSCO, LLC:	153.44
Total KS STATE BANK:	47,038.15
Total L. L. JOHNSON DISTRIBUTING CO.:	219.29
Total LAND TITLE-BOULDER:	23.52
Total LAND TITLE-DENVER-2:	19.87
Total LEGEND TITLE:	21.04
Total LIGHT KELLY, P.C.:	2,172.00
Total LONGMONT HUMANE SOCIETY:	1,083.33
Total MAHNKE AUTO BODY - FT LUPTON:	8,361.90
Total MAIN STREET MAT COMPANY, INC:	232.27
Total MATCO TOOLS:	367.15
Total MCGRANE WATER ENGINEERING, LLC:	33,580.00
Total MISC CREDIT CARD 1X MERCHANT:	2,702.31

Vendor	Amount
Total MISC VENDOR:	500.00
Total MOUNTAIN CONSTRUCTORS, INC:	111,971.30
Total NATHAN DUMM & MAYER, P.C.:	5,208.81
Total OCPO/CECTI:	110.00
Total OFFICE DEPOT INC:	355.09
Total O'REILLY AUTO PARTS:	213.90
Total OTC BRANDS - ORIENTAL TRADING COMPANY:	131.87
Total PAUL D. BASSO:	1,000.00
Total PINNACOL ASSURANCE:	12,465.79
Total PITNEY GLOBAL FINANCIAL SERVICES LLC:	188.16
Total PRAIRIE MOUNTAIN PUBLISHING:	196.62
Total RAINMASTER - iCENTRAL:	497.50
Total RESTITUTION / COURT REFUNDS:	1,352.53
Total ROSA LUCAS:	75.00
Total ROTH SHEPPARD ARCHITECTS, LLP:	58,779.73
Total SAFE BUILT COLORADO INC:	45,154.78
Total SAFETY AND CONSTRUCTION SUPPLY INC:	48.12
Total SAFEWAY STORE:	244.38
Total SAM'S CLUB:	149.23
Total SNAP-ON:	147.50
Total Swank Motion Pictures:	578.00
Total TERRACON CONSULTANTS INC:	5,842.50
Total The Hitt Companies:	56.00
Total THK ASSOCIATES, INC.:	34,651.23
Total THOMSON REUTERS-WEST:	140.00
Total TIMBERLAN, INC:	19,028.50
Total UME CUSTOM EMBROIDERY:	24.73
Total UNITED POWER:	9,750.35
Total UNITED STATES POSTAL SERVICE:	24.70
Total UTILITY REFUNDS -1:	211.89
Total WAGNER WELDING SUPPLY CO.:	107.83
Total WCCR - DMV -WELD COUNTY DMV:	17.92
Total WEX BANK:	10,486.09
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	224.00
Total :	1,161,375.38
Grand Totals:	1,161,375.38

Payables Summary

Accounts Payable Report

September 26, 2018

of Invoices - 279

\$ 1,161,375.38

<u>COMPANY NAME</u>	<u>DESCRIPTION</u>	<u>Pass-Through \$</u>	<u>Total Amt.</u>
Total of Invoices under \$25,000.00		\$ 9,915.38	\$ 218,660.48
Colorado Civil Group	August 2018 Engineering Services		\$ 25,228.50
DeFalco Construction	McClure Avenue Widening Project - Pay App #1		\$ 136,506.84
DeFalco Construction	McClure Avenue Widening Project - Pay App #1 RETAINAGE		\$ (6,825.34)
FCI Constructors	Police & Municipal Court Safety Facility- PH 1, Pay App #3		\$ 522,169.42
FCI Constructors	Police & Muni Court Safety Facility- PH 1, Pay App 3 RETAINAGE		\$ (26,108.48)
KS State Bank	Payment #1 on new Street Sweeper		\$ 47,038.15
McGrane Water Engineering	Gould Property Alluvial Well Field Study		\$ 28,800.00
Mountain Constructors	McClure Ave Extension Project- Final Payment (includes past retainage)		\$ 111,971.30
Roth Sheppard Architectural	August 2018 Police Facility Architectural Services		\$ 58,779.73
Safe Built	August 2018 Building Department Services		\$ 45,154.78
Total Invoices, Current		\$ 9,915.38	\$ 1,161,375.38

AP Adjustments between Invoice Register, Unpaid Report, Paid Report

Total (to match Board AP Detail Reports)

\$ 1,161,375.38

For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

FIRESTONE SUMMARY OF CASH & INVESTMENTS

August 2018	DATE	RATE	MATURITY	BALANCE
Cash & Investments				
Deposit Accounts:				
1st Bank				
Checking Account (rate allowed to offset monthly fees only)		0.60%	Liquid	\$ 1,090,235
Court Account		0.00%	Liquid	49
Savings Account		0.40%	Liquid	1,941,405
Xpress BillPay Deposit Account		0.00%	Liquid	300,055
Adams Bank & Trust				
Deposit Account		0.24%	Liquid	40,548
Petty Cash on Hand		N/A	Liquid	1,490
TOTAL Deposit Accounts and Cash				\$ 3,373,782
Restricted Deposit Accounts:				
ColoTrust Plus - Money Mkt/Daily Pooled Investment Accts				
UMB - COPS 2018 Construction Fund		2.20%	Liquid	13,807,590
UMB - COPS 2018 Reserve Fund		2.20%	Liquid	1,005,550
TOTAL Restricted Deposit Accounts				14,813,140
Money Market Accounts:				
C-SAFE - Money Mkt/Daily Pooled Investment Accts				
<i>Pooled Investment Account - AAAm</i>				
Operations (unrestricted Town assets)				
Liquid Assets	daily	2.10%	Liquid	28,635,001
Developer Bonds (restricted assets)				
Liquid Assets	daily	2.10%	Liquid	197,424
Urban Renewal Authority (restricted assets)				
Liquid Assets	daily	2.10%	Liquid	4,196,008
Conservation Trust Fund (restricted Town assets)				
Liquid Assets	daily	2.10%	Liquid	365,839
Adams Bank & Trust ICS Savings	daily	1.65%	Liquid	4,810,845
Total Money Market Assets				38,205,117
Cash & Investments				\$ 56,392,039
Certificates of Deposit				
Certificates of Deposit:				
Capital One Bank				
CD 140420B25 (Sigma GTR-034238)	8/10/2016	1.20%	8/12/2019	245,000
JP Morgan Chase				
CD 48126XCR4 (Sigma GTR-034238)	8/31/2016	1.60%	8/31/2021	245,000
TOTAL Certificates of Deposit				490,000
Certificates of Deposit				\$ 490,000
TOTAL ALL FUNDS				\$ 56,882,039

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d.

Consent Agenda

Meeting Date: September 26, 2018

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Resolution 18-36: A RESOLUTION APPROVING APPLICATIONS FOR TEMPORARY USE PERMITS FROM THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT

SUMMARY

As part of Northern Colorado Water Conservancy District rules and procedures to apply for temporary use permits for water transfers, it is required that the Town complete the temporary use permits pending final transfer of title and ownership in the Town of Firestone name.

HISTORY AND PREVIOUS BOARD ACTION

Resolution 00-30 was approved in 2000 authorizing the Mayor and Town Clerk to make application to the Northern Colorado Water Conservancy District for issuance of temporary use permits in the name of the Town of Firestone. If the Board approves Resolution 18-36 additional positions listed will be authorized to make application on behalf of the Town. This will provide a greater ability to complete the application process in a timely manner.

Temporary use permits are used in the process of transferring C-BT water shares from a developer to the Town to satisfy water dedication requirements prior to the recording of the Final Plat.

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 18-36, allowing additional positions to be authorized to apply for temporary use permits on behalf of the Town of Firestone.

ALTERNATIVES

The Board of Trustees may decide to not approve the resolution, and provide staff with additional direction.

ATTACHMENTS

1. Res 18-36 regarding NCWCD Temporary Use Applications

FINANCIAL CONSIDERATIONS

None

RESOLUTION NO. 18-36

A RESOLUTION APPROVING APPLICATIONS FOR TEMPORARY USE PERMITS FROM THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT

WHEREAS, the Town of Firestone is pursuing a program of acquiring water allotments in the Northern Colorado Water Conservancy District (“NCWCD”); and

WHEREAS, according to the rules and procedures of said District, it is necessary that the Town apply for temporary use permits for said water pending final transfer of title and ownership in the name of the Town of Firestone; and

WHEREAS, the Board of Trustees of the Town of Firestone desires to delegate to the Mayor, Town Clerk, the Town Manager and the Town Manager’s designee the authority to do any and all things reasonably necessary and related to the transfer and issuance of temporary use permits as required by the rules of the NCWCD;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

1. The Mayor, Mayor Pro-tem, Town Clerk, the Town Manager and the Town Manager’s designee are hereby authorized to make applications to the Northern Colorado Water Conservancy District (“NCWCD”) for issuance of temporary use permits in the name of the Town of Firestone for water allotments acquired by the Town, upon payment of all transfer and annual rate charges, and further, to make application for reissuance of temporary use permits upon the expiration thereof in order to have continual reissuance upon an annual basis until such time as it appears reasonable to the best interests of the Town to have title and ownership of said water allotments permanently transferred in the name of the Town upon the books and records of the said NCWCD.

2. This Resolution shall remain in effect until repealed by resolution of the Board of Trustees of the Town of Firestone.

3. Resolution No. 00-30 is hereby repealed, and all other resolutions or portions thereof inconsistent or conflicting with this Resolution or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ AND ADOPTED this ____ day of _____, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar
Mayor

ATTEST:

Leah Vanarsdall
Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e.

Consent Agenda

Meeting Date: September 26, 2018

Initiated By: Jennifer Weinberger

Dept: Administration

AGENDA TITLE

Approval of 2018-2019 Lobbyist Contract

SUMMARY

The Town of Firestone has engaged Steve Balcerovich and Kathy Oatis as our Lobbyists since September 26, 2016. Steve and Kathy have worked with the Town Board, Town Manager and the Board of Trustees CML Liaison, Samantha Meiring on issues that are important to the Town.

The current contract expires on October 31, 2018, and this current contract if approved will run from November 1, 2018 through October 31, 2019. The costs and terms of the contract have not changed and will be the same for this next contract term.

HISTORY AND PREVIOUS BOARD ACTION

The Board has previously approved two prior contracts with the Lobbyists. Their fees were included in the draft 2019 budget for the same amount as 2018 and 2017 for \$31,000 in total for the term of the contract.

RECOMMENDATION

Town staff recommends approving the Contract between the Town of Firestone and the Lobbyist consultants, Steve Balcerovich and Kathy Oatis for the 2018/2019 year.

"I move to approve the Consulting Services agreement between the Town of Firestone and the Lobbyist Specialists, Steve Balcerovich and Kathy Oatis for an amount not-to-exceed \$31,000."

ALTERNATIVES

The Board of Trustees can provide alternative direction to staff.

ATTACHMENTS

1. Lobbyist Contract 2018

FINANCIAL CONSIDERATIONS

This has been placed in the draft 2019 budget, and is the same amount as the year prior.

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND THE STEVE BALCEROVICH AND KATHY OATIS
FOR CONSULTING SERVICES**

1.0 PARTIES

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the "Town", and **Steve Balcerovich and Kathy Oatis**, independent government affairs specialists, hereinafter referred to as the "Specialists".

2.0 RECITALS AND PURPOSE

- 2.1** The Town desires to engage the Specialists for the purpose of providing professional government affairs services (which services are hereinafter referred to as the "Services").
- 2.2** The Specialists represents that they have the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Specialists agree to provide the Town, on an as-requested basis, with the specific Services requested and to perform the specific tasks, duties and responsibilities for legislative services approved by the Town. The Specialists shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Specialists acknowledge that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other Specialists to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1** The Town shall pay the Specialists for Services requested and rendered under this Agreement at a monthly rate of \$2,500. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Specialists' efforts, including but not limited to salaries, benefits, overhead, administration, profits, outside consultation fees, and expenses (excepting only expenses not to exceed \$225 for CML fees for attending its legislative lunches on behalf of the Town). The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2** The Specialists shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Specialists shall provide such additional

backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The Town designates Arthur J. Krieger, Interim Town Manager, as the responsible Town staff to provide direction to the Specialists during the conduct of the Services. The Specialists shall comply with the directions given by Mr. Krieger and such person's designees.

5.2 The Specialists designate Steve Balcerovich and Kathy Oatis as its project managers and as the principals in charge who shall be providing the Services under this Agreement. The Services shall not be provided by persons other than Steve Balcerovich and Kathy Oatis.

6.0 TERM

6.1 The term of this Agreement shall be November 1, 2018 to October 31, 2019, unless sooner terminated pursuant to Section 13, below. The Specialists' services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements and timing of its needs.

6.2 Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the Town not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year. The Specialists understand and agree that any decision of the Town Board of Trustees to not appropriate funds shall be without recourse, penalty or liability to the Town.

7.0 INSURANCE

7.1 The nature of the relationship of the Specialists to the Town is that of an independent contractor, and as such, the Specialists are required as a condition of this to maintain all applicable insurances as required by law

7.2 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections

provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Specialists agree to indemnify and hold harmless the Town, and its elected and appointed 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 services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Specialists or any subcontractor of the Specialists, or any officer, employee, or agent of the Specialists or any subcontractor, or any other person for whom Specialists is responsible. The Specialists shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Specialists shall further bear all other costs and expenses incurred by the Town or Specialists and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Specialists. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Specialists' 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.

9.0 QUALITY OF WORK

Specialists' professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

Specialists and any persons employed by Specialists for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Specialists as to details of doing work or to exercise a measure of control over the work mean that Specialists shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

As an independent contractor, Specialists are not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Specialists are obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.

11.0 ASSIGNMENT

Specialists shall not assign, employ, or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Specialists will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Specialists under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Specialists that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents, photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Specialists shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

17.1 Specialists shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals as stated under Exhibit A.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Firestone
Attn: Town Manager
151 Grant Ave.
Firestone, Colorado 80520
Telephone: (303) 833-3291
Fax: (303) 833-4863

If to the Specialists:

Steve Balcerovich and Kathy Oatis
2441 Broadway #218
Denver, CO 80205
Telephone: (720) 351-2007

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1** Specialists will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Specialists 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, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Specialists agree to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2** Specialists shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

Date: _____

SPECIALISTS:
STEVE BALCEROVICH & KATHY OATIS

By: Steve Balcerovich
Title: Lobbyist

By: Kathy Oatis
Title: Lobbyist

Exhibit A

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

Exhibit B - Fee Proposal and Structure

[See Following Page(s)]

Exhibit C

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.f.

Consent Agenda

Meeting Date: September 26, 2018

Initiated By: Leah Vanarsdall

Dept: Town Clerk

AGENDA TITLE

Ordinance 943: AN ORDINANCE AMENDING THE FIRESTONE MUNICIPAL CODE REGARDING LATE FEES FOR FAILURE TO TIMELY RENEW BUSINESS AND SALES TAX LICENSES

SUMMARY

Ordinance 943: An Ordinance amending the FMC regarding late fees for failure to timely renew Business and Sales Tax Licenses pursuant to Section 5.04.150 & 3.08.120.

Multiple Businesses are late each year with their required renewals for Business/Sales Tax licenses. For 2019, our licensing department will impose late fees for all Businesses that are late as revised in this Ordinance.

This Ordinance simplifies the process of applying late fees.

HISTORY AND PREVIOUS BOARD ACTION

Previously, the FMC imposed late fees, but they were complicated to calculate using percentages in lieu of a flat late fee for each month of non-compliance.

RECOMMENDATION

To Adopt **Ordinance 943:** AN ORDINANCE AMENDING THE FIRESTONE MUNICIPAL CODE REGARDING LATE FEES FOR FAILURE TO TIMELY RENEW BUSINESS AND SALES TAX LICENSES.

ALTERNATIVES

Board to give Staff further direction

ATTACHMENTS

1. 5f - Ord 943 Late Fees Business-Sales Tax Licenses

FINANCIAL CONSIDERATIONS

Late fees will consistently be imposed beginning in 2019 and may have some affect on increased fees collected.

ORDINANCE NO. 943

AN ORDINANCE AMENDING THE FIRESTONE MUNICIPAL CODE REGARDING LATE FEES FOR FAILURE TO TIMELY RENEW BUSINESS AND SALES TAX LICENSES

WHEREAS, pursuant to Section 5.04.150 of the Firestone Municipal Code ("Code"), business licensees are required to renew business licenses annually, on or before the expiration date of any license or licenses issued to the licensee for the current year; and

WHEREAS, pursuant to Section 3.08.120 of the Code, sales tax licensees are required to renew sales tax licenses on or before January 1st of each year; and

WHEREAS, the Board of Trustees finds the current provisions of the Code are insufficient to deter untimely renewal of business and sales tax licenses and that the Town incurs added costs for administering late renewals of licenses; and

WHEREAS, the Board of Trustees of the Town of Firestone desires to amend the Firestone Municipal Code to amend the penalties for failure to timely renew business licenses and to establish penalties for failure to timely renew sales tax licenses;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. Section 5.04.150 of the Firestone Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

5.04.150 - Renewals.

Any licensee may make application for a new license for the succeeding year and pay the required fee therefor, on or before the expiration date of any license or licenses issued to the licensee for the current year. Whenever any application and license fee payment therefor is not received on or before the expiration date of any license issued for the current year, and the licensee continues to engage in the business or activity for which the license was issued, in addition to other penalties which may be imposed, a penalty of ten dollars (\$10.00) ~~percent of the amount of the license fee~~ shall be imposed and collected, ~~and Further,~~ an additional late charge of ten dollars (\$10.00) ~~five percent of the original fee~~ shall be imposed for each thirty-day period that passes added on the last day of each calendar month after the license expiration date. In addition to the above penalty provision, it is unlawful for a licensee to continue to engage in any business or activity after his or her license therefor has expired.

Section 2. Section 3.08.120 of the Firestone Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

3.08.120 - Sales tax license - Renewal - Licensee's duties.

It shall be the duty of each sales tax licensee, on or before January 1st of each year during which this Chapter remains in effect, to obtain a renewal of such sales tax license if the licensee remains in the retail business or liable to account for the tax provided in this Chapter, but nothing contained in this Chapter shall be construed to empower the Town Clerk to refuse such renewal except revocation for cause of the sales tax licensee's prior license. Whenever any renewal application and license fee payment therefor is not received by January 1st, and the licensee remains in the retail business or liable to account for the tax provided in this Chapter, in addition to other penalties which may be imposed, a penalty of five dollars (\$5.00) shall be imposed and collected. Further, an additional late charge of five dollars (\$5.00) shall be imposed for each thirty-day period that passes after the license expiration date.

Section 3. Section 3.08.140 of the Firestone Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

3.08.140 - Unlicensed sale prohibited.

Any person engaged in the business of selling tangible personal property at retail in the Town, without having ~~secured~~ a current sales tax license therefor, except as specifically provided herein, shall be guilty of a violation of this Chapter.

Section 4. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 5. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof, are hereby repealed to the extent of such inconsistency or conflict.

Section 6. The repeal or modification of any portion of the Municipal Code of the Town of Firestone by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. This ordinance and the amendments to the Firestone Municipal Code set forth herein shall take effect January 1, 2019.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 26TH day of September, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.g.

Consent Agenda

Meeting Date: September 26, 2018

Initiated By: Dave Lindsay

Dept: Public Works/ Parks & Rec

AGENDA TITLE

McClure Avenue Widening Construction - Change Order No. 1 & Payment Application No.1

SUMMARY

The McClure Avenue Widening project has been under construction for just under one month now. During this time the new 8-in water line main between Forth Street and Fifth Street has been installed as well as the curb, gutter and sidewalk has been removed and replaced from First Street to Second Street.

Change Order No. 1 is being processed to reflect the asbuilt condition of the 8-in water line main and the additional saw-cutting necessary in order to preserve the existing roadway while construction was occurring in more than one location.

A memo further expaling the Change Order items and recomemnding payment is attached.

Staff presents Change Order No. 1 and Payment Application No. 1 for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees awarded the construction contract for the project to Mountain Constructors, Inc. at the regular meeting on July 11, 2018.

Construction on the project started August 7, 2018.

RECOMMENDATION

Staff recommends the Board of Trustees approve Change Order No. 1 to the contract with Defalco Construction Company in the amount of \$ 3,875.98 and authorize the Mayor to execute the change order on behalf of the Town.

Staff recommends the Board of Trustees approve Payment Application No. 1 for Defalco Construction Company in the amount of \$129,330.38 and authorize the Mayor to execute the pay app on behalf of the Town.

ALTERNATIVES

The items included in the change order were directed by staff and have been completed. Unless there is a defect claim by the Town for the work completed the change order should be approved.

Unless there is a defect claim by the Town for any of the work completed, the payment application should be approved and payment made.

ATTACHMENTS

1. 0668.0188.04 Memo (PA No. 1)
2. CHANGE ORDER NO 1

3. Pay App No. 1

FINANCIAL CONSIDERATIONS

This payment is for \$129,330.38 and brings the total payments for the project to \$129,330.38.

The budget for the roadway improvements is \$969,602.00 and is being funded from the 2013 1% Sales Tax Initiative. The waterline improvements will be funded from the Water Fund.

Currently \$56,999.85 should be processed from the 2013 1% Sales Tax Initiative and \$72,330.53 should be processed from the Water Fund.

TO: Mr. Theo Abkes, Firestone Public Works Director

FROM: Dave Lindsay, Colorado Civil Group, Inc., Town Engineer 
Lindsey Green, Colorado Civil Group, Inc., Town Engineer 

DATE: September 21, 2018

SUBJECT: McClure Avenue Widening Project Change Order No. 1
and Pay App No. 1

PROJECT No.: 0668.0188.04

GL #: 100.8000.1000.000.50520.520

This memo has been prepared to provide supporting documentation for Change Order No. 1 and Payment Application No. 1 for the McClure Avenue Widening Project. The original construction contract amount of \$ 814,651.62 was awarded to Defalco Construction Company at the Town Board meeting on July 11, 2018. The Notice to Proceed for this project was issued on August 7, 2018. The project has been under construction for just under one month and is 17% complete.

Change Order No. 1

A Change Order No. 1 is being issued for several items, as listed below:

- Due to the phasing of the project the contractor did not want to tear up the entire roadway prior to removing and replacing the existing concrete on the north side of the street, so additional saw cutting was required in order to remove only what was necessary. The Asphalt/Concrete Saw-cut quantity is being updated to reflect this.
- Straw wattles were placed around all 4 existing inlets.
- The waterline quantities are being updated to reflect the actual built condition of the system.

The net change to the overall contract is a **\$ 3,875.98** increase.

Payment Application No. 1

The new curb, gutter and sidewalk from First Street to Second Street has been installed. The new 8" waterline main has also been installed. Payment Application No. 1, included with this memorandum, has a total payment due of **\$129,330.38**. This project will be funded from two different sources, the 2013 1% Sales Tax Initiative for the roadway improvements and the Water Fund for the waterline improvements. Currently \$56,999.85 should be processed from the 2013 1% Sales Tax Initiative and \$72,330.53 should be processed from the Water Fund. The project budget tracking is summarized below:

DESCRIPTION	2018 BUDGET	CONTRACT AMOUNT	ACTUAL COST	BUDGET to ACTUAL DIFFERENCE
McClure Avenue Widening Construction	\$969,602.00	\$715,563.83	\$56,999.85	\$912,602.15
Waterline Construction	\$0.00	\$102,963.77	\$72,330.53	(\$72,330.53)
Materials Testing	\$14,544.00	\$14,960.00	\$0.00	\$14,544.00
Construction Engineering	\$67,872.00	\$61,220.00	\$13,128.50	\$54,743.50
Frederick Electric Relocation	\$0.00	\$81,736.20	\$0.00	\$0.00
Total Project	\$1,052,018.00	\$976,443.80	\$142,458.88	\$909,559.12

Please include a check of **\$129,330.38** to Defalco Construction Company in the next check run for the September 26, 2018 Town Board meeting. If you have any questions regarding this memo, the budget, or the project in general, please do not hesitate to contact me.

SECTION 00941
CHANGE ORDER

No. 1

Date of Issuance: 9/17/18

Effective Date: 9/17/18

Project: McClure Avenue Widening	Owner: Town of Firestone	Owner's Contract No.: 100.8000.1000.000.220
Contract: Construction Services		Date of Contract: August 6, 2018
Contractor: Defalco Construction Company		Engineer's Project No.: 0668.0188.04

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

See attached detail.

Attachments (list documents supporting change):

Descriptions

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: (Calendar days)
\$ 814,651.62	Substantial completion (days or date): <u>October 12, 2018</u>
	Ready for final payment (days or date): <u>October 26, 2018</u>
Increase or Decrease from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :	Increase or Decrease from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :
\$ 0.00	Substantial completion (days): 0
	Ready for final payment (days): <u>0</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 814,651.62	Substantial completion (days or date): <u>October 12, 2018</u>
	Ready for final payment (days or date): <u>October 26, 2018</u>
Increase of this Change Order:	Increase of this Change Order:
\$ 3,875.98	Substantial completion (days or date): <u>October 12, 2018</u>
	Ready for final payment (days or date): <u>October 26, 2018</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 818,527.60	Substantial completion (days or date): <u>October 12, 2018</u>
	Ready for final payment (days or date): <u>October 26, 2018</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

DESCRIPTION:

Item No. 1 – NET CHANGE = \$3,500.98

Due to the phasing of the project the contractor did not want to tear up the entire roadway prior to removing and replacing the existing concrete on the north side of the street, so additional saw cutting was required in order to remove only what was necessary. The Asphalt/Concrete Saw-cut quantity is being updated to reflect this.

Straw wattles were placed around all 4 existing inlets.

The waterline quantities are being updated to reflect the actual built condition of the system.

Revised Item 1. ASPHALT/CONCRETE SAW-CUT

Adjusted Quantity = 1,320 LF (Increase 695 LF)

Unit Price = \$ 3.67

Net Change = \$ 2,550.65

Revised Item 11. STRAW WATTLES

Adjusted Quantity = 4 EA (Increase 1 EA)

Unit Price = \$ 158.92

Net Change = \$ 158.92

Revised Item 50. 10" PVC WATER LINE

Adjusted Quantity = 48 LF (Increase 3 LF)

Unit Price = \$ 141.26

Net Change = \$ 423.78

Revised Item 54. 8" MRJ 22.5 BEND W/TB

Adjusted Quantity = 3 EA (Increase 1 EA)

Unit Price = \$ 367.63

Net Change = \$ 367.63

Item No. 2 – ADDITIONAL WORK - NET CHANGE = \$375.00

The waterline quantities are being updated to reflect the actual built condition of the system.

New Item 70. 8" MRJ 11 ¼ BEND W/TB

Quantity = 1

Unit = EA

Unit Price = \$ 375.00

Net Change = \$ 375.00

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 1
August 1, 2018 TO August 31, 2018

CONTRACTOR : Defalco Construction Company
OWNER: TOWN OF FIRESTONE
ENGINEER : COLORADO CIVIL GROUP, INC.
CONTRACT : MCCLURE AVENUE WIDENING PROJECT

		BID	BID	QUANTITY COMPLETED		UNIT BID	AMOUNT COMPLETED	
ITEM	DESCRIPTION	UNIT	QUANTITY	TO DATE	THIS PERIOD	PRICE	TO DATE	THIS PERIOD
2016 First Street Replacement Project								
REMOVAL & REPLACEMENT								
1	ASPHALT/CONCRETE SAW-CUT (CO#1)	LF	1,320	1320	1320	\$3.67	\$ 4,844.40	\$ 4,844.40
2	ASPHALT REMOVAL	SY	8,610	0	0	\$2.60	\$ -	\$ -
3	CONCRETE REMOVAL	SF	13,775	7382	7382	\$1.26	\$ 9,301.32	\$ 9,301.32
4	REMOVE EX SIGN AND POST	EA	10	1	1	\$78.63	\$ 78.63	\$ 78.63
5	LANDSCAPE REMOVAL	SF	2,810	0	0	\$0.46	\$ -	\$ -
6	REMOVE EX TREE	EA	1	0	0	\$1,156.22	\$ -	\$ -
7	REMOVE EX MANHOLE	LS	1	0	0	\$1,486.84	\$ -	\$ -
8	EXISTING 18" RCP REMOVAL	LF	23	0	0	\$27.58	\$ -	\$ -
9	EXISTING 24" RCP REMOVAL	LF	400	0	0	\$30.71	\$ -	\$ -
10	REMOVE GUARDRAIL	LF	41	0	0	\$9.62	\$ -	\$ -
EROSION CONTROL & EARTHWORK								
11	STRAW WATTLES (CO#1)	EA	4	4	4	\$158.92	\$ 635.68	\$ 635.68
12	SILT FENCE	LF	1,500	0	0	\$2.25	\$ -	\$ -
13	VEHICLE TRACKING CONTROL PAD	EA	1	0	0	\$2,429.18	\$ -	\$ -
14	CONCRETE WASHOUT AREA	EA	1	1	1	\$653.57	\$ 653.57	\$ 653.57
15	STRIP TOPSOIL (4" DEPTH)	CY	600	130	130	\$10.08	\$ 1,310.40	\$ 1,310.40
16	CUT	CY	630	0	0	\$9.21	\$ -	\$ -
17	FILL	CY	775	0	0	\$10.26	\$ -	\$ -
18	TOPSOIL REPLACEMENT (4" DEPTH)	CY	145	0	0	\$31.55	\$ -	\$ -
19	RESEED AND MULCH	AC	0.3	0	0	\$5,300.00	\$ -	\$ -
UTILITIES								
20	SIDEWALK CHASE	EA	1	0	0	\$2,215.74	\$ -	\$ -
21	TRICKLE CHANNEL	LF	17	0	0	\$48.14	\$ -	\$ -
22	24" RCP	LF	400	0	0	\$87.54	\$ -	\$ -
23	18" FES	EA	1	0	0	\$1,047.37	\$ -	\$ -
24	4' FLAT TOP MANHOLE	EA	1	0	0	\$2,933.40	\$ -	\$ -
25	ADJUST STORM MANHOLE LIDS	EA	3	0	0	\$638.68	\$ -	\$ -
26	ADJUST VALVE BOX	EA	9	0	0	\$362.24	\$ -	\$ -
27	ADJUST SANITARY SEWER MANHOLE LIDS	EA	12	0	0	\$517.75	\$ -	\$ -
28	CONNECT TO EXISTING INLETS	EA	3	0	0	\$1,690.24	\$ -	\$ -
ROADWAY CONSTRUCTION								
29	SUBGRADE PREPARATION- SOIL STERILIZATION	SY	10,795	0	0	\$4.73	\$ -	\$ -
30	VERTICAL CURB & GUTTER	LF	1,635	0	0	\$25.41	\$ -	\$ -
31	TRANSITION CURB & GUTTER	LF	76	0	0	\$26.73	\$ -	\$ -
32	ROLL OVER CURB, GUTTER & SIDEWALK	LF	1,580	462	462	\$43.48	\$ 20,087.76	\$ 20,087.76
33	MATCH EX CURB, GUTTER & SIDEWALK	LF	1,170	0	0	\$44.28	\$ -	\$ -
34	DRIVEWAY CUTS & ACCESS CUTS	LF	104	27	27	\$26.58	\$ 717.66	\$ 717.66
35	CROSS PAN	EA	8	0	0	\$1,852.98	\$ -	\$ -
36	CURB RETURNS WITH HANDICAP RAMP	EA	15	0	0	\$2,125.99	\$ -	\$ -
37	ASPHALT PAVEMENT - 5" FULL DEPTH	SYI	53,975	0	0	\$3.71	\$ -	\$ -
STRIPING & SIGNAGE								
38	4" SOLID DOUBLE YELLOW CENTER STRIPE	LF	1,400	0	0	\$2.65	\$ -	\$ -
39	4" SOLID WHITE EDGE STRIPE	LF	1,095	0	0	\$1.33	\$ -	\$ -
40	STOP BAR THERMOPLASTIC SYMBOL	EA	6	0	0	\$477.00	\$ -	\$ -
41	RIGHT TURN ARROW THERMOPLASTIC SYMBOL	EA	1	0	0	\$397.50	\$ -	\$ -
42	LEFT TURN ARROW THERMOPLASTIC SYMBOL	EA	1	0	0	\$397.50	\$ -	\$ -
43	CROSSWALK THERMOPLASTIC SYMBOLS	EA	2	0	0	\$2,120.00	\$ -	\$ -
44	STOP SIGN (R101, 30"X30")	EA	11	0	0	\$218.92	\$ -	\$ -
45	ALL WAY (R1-3P, 18"X6")	EA	6	0	0	\$167.86	\$ -	\$ -
46	NO PARKING WITH LEFT ARROW (R7-1L, 12"X18")	EA	4	0	0	\$178.07	\$ -	\$ -
47	NO PARKING WITH RIGHT ARROW (R7-1R, 12"X18")	EA	4	0	0	\$178.07	\$ -	\$ -
48	NO PARKING (R7-1D, 12"X18")	EA	3	0	0	\$178.07	\$ -	\$ -
WATER LINE SYSTEM IMPROVEMENTS								

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 1
August 1, 2018 TO August 31, 2018

CONTRACTOR : Defalco Construction Company
OWNER: TOWN OF FIRESTONE
ENGINEER : COLORADO CIVIL GROUP, INC.
CONTRACT : MCCLURE AVENUE WIDENING PROJECT

ITEM	DESCRIPTION	BID	BID	QUANTITY COMPLETED		UNIT BID	AMOUNT COMPLETED	
		UNIT	QUANTITY	TO DATE	THIS PERIOD	PRICE	TO DATE	THIS PERIOD
49	8" PVC WATER LINE	LF	700	597	597	\$47.78	\$ 28,524.66	\$ 28,524.66
50	10" PVC WATER LINE (CO#1)	LF	48	48	48	\$141.26	\$ 6,780.48	\$ 6,780.48
51	10" x 8" MRJ REDUCER	EA	1	1	1	\$542.51	\$ 542.51	\$ 542.51
52	8" MRJ PLUG ASSEMBLY W/2" BLOWOFF	EA	2	2	2	\$2,328.66	\$ 4,657.32	\$ 4,657.32
53	8" X 8" MRJ TEE W/TB	EA	3	3	3	\$692.50	\$ 2,077.50	\$ 2,077.50
54	8" MRJ 22.5° BEND W/TB (CO#1)	EA	3	3	3	\$367.63	\$ 1,102.89	\$ 1,102.89
55	8" MRJ 45° BEND W/TB	EA	2	2	2	\$481.88	\$ 963.76	\$ 963.76
56	8" MRJ 90° BEND W/TB	EA	2	0	0	\$513.79	\$ -	\$ -
57	10" MRJ 45° BEND W/TB	EA	2	2	2	\$548.90	\$ 1,097.80	\$ 1,097.80
58	10" MRJ SOLID SLEEVE	EA	1	1	1	\$574.42	\$ 574.42	\$ 574.42
59	ROMAC MACRO HP COUPLING - CONNECT TO 8" ACP WATER LINE	EA	2	0	0	\$491.45	\$ -	\$ -
60	8" MRJ GTV & BOX	EA	4	4	4	\$1,589.24	\$ 6,356.96	\$ 6,356.96
61	FIRE HYDRANT ASSEMBLY	EA	2	2	2	\$7,123.51	\$ 14,247.02	\$ 14,247.02
62	CONNECT TO EXISTING 10" WATER LINE	EA	1	1	1	\$5,405.21	\$ 5,405.21	\$ 5,405.21
63	CONNECT TO EXISTING 8" WATER LINE	EA	2	0	0	\$4,822.55	\$ -	\$ -
64	CONNECT EXISTING WATER SERVICES	EA	5	0	0	\$1,060.92	\$ -	\$ -
65	EXISTING VALVE BOX TO BE REMOVED	EA	6	0	0	\$350.61	\$ -	\$ -
66	EXISTING FIRE HYDRANT TO BE REMOVED	EA	2	0	0	\$1,128.43	\$ -	\$ -
67	FLASH FILL ABANDONED WATER LINES	CY	10	0	0	\$401.62	\$ -	\$ -
MISCELLANEOUS								
68	TRAFFIC CONTROL	LS	1	0.25	0.25	\$52,961.99	\$ 13,240.50	\$ 13,240.50
69	MOBILIZATION (5%)	LS	1	0.5	0.5	\$25,123.59	\$ 12,561.80	\$ 12,561.80
CHANGE ORDER NO. 1								
70	8" MRJ 11 1/4° BEND W/TB	EA	1	1	1	\$375.00	\$375.00	\$ 375.00
							\$	136,137.24

STORED MATERIALS

ITEM #	DESCRIPTION
1	
2	
3	
4	
5	

INVOICE #	AMOUNT
	\$-
	\$-
	\$-
	\$-
	\$-

ORIGINAL CONTRACT AMOUNT =	814,651.62		
APPROVED CHANGE ORDERS TO DATE =	3,875.98		
CURRENT CONTRACT AMOUNT =	818,527.60		
TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE =	136,137.24		
RETAINAGE (5%) =	6,806.86		
TOTAL EARNED LESS RETAINAGE =	129,330.38		
LIQUIDATED DAMAGES WITHHELD =	\$-		
TOTAL EARNED LESS LIQUIDATED DAMAGES =			
PREVIOUS PAYMENTS =	-		
CURRENT PAYMENT DUE =	129,330.38	PERCENTAGE OF JOB COMPLETE=	16.63%

SUBMITTED BY : _____
(CONTRACTOR)

DATE : _____

REVIEWED BY : _____
(ENGINEER)

DATE : _____

APROVED BY : _____
(OWNER)

DATE : _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.h.

Consent Agenda

Meeting Date: September 26, 2018

Initiated By: Dave Lindsay

Dept: Public Works/ Parks & Rec

AGENDA TITLE

McClure Avenue Extension Construction - Change Order No. 4 & Payment Application No.8 (FINAL PAYMENT)

SUMMARY

Construction of the McClure Avenue Extension is now 100% complete. The last remaining items that we asked the contractor to install were the end caps and approach guardrails and skip striping along Colorado Boulevard in order to mitigate any possible confusion for the new lane redirects that occur due to the new turn lanes, which have all been completed.

Change Order No. 4 is being processed in order to make payment for the additional guardrails and skip striping as directed by Public Works and Engineering as well as the Change in Contract Time in order to reflect the additional time granted to complete the requested Change Order items.

Staff presents Change Order No. 4 and Payment Application No. 8 for consideration and action by the Board of Trustees. This is the final payment for the project.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees awarded the construction contract for the project to Mountain Constructors, Inc. at the regular meeting on December 13, 2017.

Construction on the project started January 15, 2018.

The Board of Trustees approved Change Order No. 1 at the regular meeting on February 28, 2018.

The Board of Trustees approved Change Order No. 2 at the regular meeting on April 25, 2018.

The Board of Trustees approved Change Order No. 3 at the regular meeting on August 22, 2018.

RECOMMENDATION

Staff recommends the Board of Trustees approve Change Order No. 4 to the contract with Mountain Constructors Inc. in the amount of \$10,914.75 and authorize the Mayor to execute the change order on behalf of the Town.

Staff recommends the Board of Trustees approve Payment Application No. 8 (Final Payment) for Mountain Constructors Inc. in the amount of \$109,135.29 and authorize the Mayor to execute the pay app on behalf of the Town.

ALTERNATIVES

The items included in the change order were directed by staff and have been completed. Unless there is a defect claim by the Town for the work completed the change order should be approved.

Unless there is a defect claim by the Town for any of the work completed, the payment application should be approved and payment made.

ATTACHMENTS

1. 0668.0188.01 Memo (PA No. 8 FINAL PAYMENT)
2. CO #4
3. Pay App #8 - McClure - Revised

FINANCIAL CONSIDERATIONS

This payment is for \$109,135.29 and brings the total payments for the project to \$1,975,325.65. The budget for the project is \$1,920,902.75 and is being funded from the Regional Roadway Impact Fee fund.

TO: Mr. Theo Abkes, Firestone Public Works Director

FROM: Dave Lindsay, Colorado Civil Group, Inc., Town Engineer 
Lindsey Green, Colorado Civil Group, Inc., Town Engineer 

DATE: September 19, 2018

SUBJECT: McClure Avenue Extension Project Change Order No. 4 & PA No. 8
(FINAL PAYMENT)

PROJECT No.: 0668.0188.01

GL #: 2820-450700-968-219

This memo has been prepared to provide supporting documentation for Change Order No. 4 and Payment Application No. 8 (FINAL PAYMENT) for the McClure Avenue Extension Project. The original construction contract amount of \$1,854,643.75 was awarded to Mountain Constructors, Inc. at the Town Board meeting on December 13, 2017, Change Order No. 1 was approved at the Town Board meeting on February 28, 2018 for \$82,440.00, Change Order No. 2 was approved at the Town Board Meeting on April 25, 2018 for \$8,310.65 and Change Order No. 3 was approved at the Town Board Meeting on August 22, 2018. The project is now 100% complete including the additional items we have asked to be completed.

Change Order No. 4

Item No. 1 – Additional Work:

This portion of the Change Order includes new items performed by the contractor in order to properly complete the project as directed by Public Works and the Town. In more specifics, the following was completed:

- 4" Skip Striping was added along Colorado Boulevard to further enhance the correct flow of traffic with the slight lane adjustments.
- End Section Guardrails were added on both ends on the north side of the bridge and on the traffic approach end on the south side of the bridge. These were added as an additional safety measure for pedestrians and oncoming traffic.

The net change to the overall contract is a **\$ 10,914.75** increase.

Item No. 2 – Change in Contract Time:

This portion of the Change Order reflects the additional time granted in order to complete the project properly due to the scope of the project being increased.

- Change in Substantial completion = August 15, 2018
- Change in Ready for final payment = September 14, 2018

Payment Application No. 8

The project is 100% complete based on the original project scope and requested additional items. Payment Application No. 8, included with this memorandum, has a total payment due of **\$109,135.29**.

The project budget tracking is summarized below, assuming approvals of Change Order No. 4 and Pay App No. 8:

DESCRIPTION	2018 BUDGET	CONTRACT AMOUNT	ACTUAL COST	ACTUAL to BUDGET DIFFERENCE
Construction	\$1,920,902.75	\$1,975,325.65	\$1,975,325.65	(\$54,422.90)
Materials Testing	\$31,695.00	\$12,510.00	\$12,509.25	\$19,185.75
Construction Engineering	\$147,910.00	\$67,227.50	\$67,280.01	\$80,629.99
Frederick Electric Relocation*	\$0.00	\$277,777.50	\$277,777.50	\$0.00
Bridge Fabrication (Contech)	\$0.00	\$144,000.00	\$144,000.00	\$0.00
Total Project	\$2,100,507.75	\$2,476,840.65	\$2,476,892.41	(\$376,384.66)
*2017 expenditure				

Please include a check of **\$109,135.29** to Mountain Constructors, Inc. in the next check run for the September 26, 2018 Town Board meeting. If you have any questions regarding this memo, the budget, or the project in general, please do not hesitate to contact me.

SECTION 00941
CHANGE ORDER

No. 4

Date of Issuance: 9/19/18

Effective Date: 9/19/18

Project: McClure Avenue Extension	Owner: Town of Firestone	Owner's Contract No.: 2820-450700-968-219
Contract: Construction Services	Date of Contract: January 14, 2018	
Contractor: Mountain Constructors, Inc.	Engineer's Project No.: 0668.0188.01	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

See attached detail.

Attachments (list documents supporting change):

Descriptions

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: (Calendar days)
\$ 1,854,643.75	Substantial completion (days or date): <u>July 27, 2018</u>
	Ready for final payment (days or date): <u>August 10, 2018</u>
Increase or Decrease from previously approved Change Orders No. <u>0</u> to No. <u>3</u> :	Increase or Decrease from previously approved Change Orders No. <u>0</u> to No. <u>3</u> :
\$ 19,016.50	Substantial completion (days): <u>0</u>
	Ready for final payment (days): <u>0</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 1,964,410.90	Substantial completion (days or date): <u>July 27, 2018</u>
	Ready for final payment (days or date): <u>August 10, 2018</u>
Increase of this Change Order:	Increase of this Change Order:
\$ 10,914.75	Substantial completion (days or date): <u>August 15, 2018</u>
	Ready for final payment (days or date): <u>September 14, 2 018</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 1,975,325.65	Substantial completion (days or date): <u>August 15, 2018</u>
	Ready for final payment (days or date): <u>September 14, 2 018</u>

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: Sandy Arends
Contractor (Authorized Signature)
Date: 9/20/18

DESCRIPTION:

Item No. 1 – ADDITIONAL WORK - NET CHANGE = \$10,914.75

4" Skip Striping was added along Colorado Boulevard to further enhance the correct flow of traffic with the slight lane adjustments.

End Section Guardrails were added on both ends on the north side of the bridge and on the traffic approach end on the south side of the bridge. These were added as an additional safety measure for pedestrians and oncoming traffic.

New Item 87. 4" SKIP STRIPING

Quantity = 1

Unit = LS

Unit Price = \$ 6,210.75

Net Change = \$ 6,210.75

New Item 88. GUARDRAIL

Quantity = 1

Unit = LS

Unit Price = \$ 4,704.00

Net Change = \$ 4,704.00

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 8 (FINAL PAYMENT)
July 28, 2018 TO September 14, 2018

CONTRACTOR : MOUNTAIN CONSTRUCTORS, INC.
 OWNER : TOWN OF FIRESTONE
 ENGINEER : COLORADO CIVIL GROUP, INC.
 CONTRACT : MCCLURE AVENUE EXTENSION PROJECT

ITEM	DESCRIPTION	UNIT	BID	BID	QUANTITY COMPLETED		UNIT BID	AMOUNT COMPLETED		
			PRICE	QUANTITY	TO DATE	THIS PERIOD		TO DATE	THIS PERIOD	
McClure Avenue Extension Project										
REMOVAL & REPLACEMENT										
1	ASPHALT/CONCRETE SAW-CUT	LF		1,115	1,115	0	\$2.25	\$	2,508.75	\$
2	ASPHALT REMOVAL (CO#3)	SY		635	635	0	\$7.00	\$	4,445.00	\$
3	CONCRETE REMOVAL	SF		3,640	3,640	0	\$1.25	\$	4,550.00	\$
4	EXISTING CONCRETE CHANNEL REMOVAL	LF		570	570	0	\$9.00	\$	5,130.00	\$
5	REMOVE EX TREE (CO#2)	EA		8	8	0	\$775.00	\$	6,200.00	\$
6	REMOVE & RELOCATE EX FENCE	LF		400	400	0	\$12.00	\$	4,800.00	\$
7	EXISTING CULVERT/FES REMOVAL	LS		1	1	0	\$1,900.00	\$	1,900.00	\$
EROSION CONTROL & EARTHWORK										
8	STRAW WATTLES (CO#3)	EA		30	30	0	\$100.00	\$	3,000.00	\$
9	SILT FENCE (CO#3)	LF		0	0	0	\$1.60	\$	-	\$
10	VEHICLE TRACKING CONTROL PAD	EA		1	1	0	\$3,200.00	\$	3,200.00	\$
11	GRAVEL CURB SOCK (CO#3)	LF		0	0	0	\$20.00	\$	-	\$
12	CONCRETE WASHOUT AREA	EA		1	1	0	\$1,900.00	\$	1,900.00	\$
13	STRIP TOPSOIL (4" DEPTH) (CO#1)	CY		1,410	1,410	0	\$7.00	\$	9,870.00	\$
14	RECYCLED ASPHALT DRIVEWAY	CY		5	5	0	\$80.00	\$	400.00	\$
15	CUT (CO#1)	CY		5,166	5,166	0	\$16.00	\$	82,978.00	\$
16	FILL (CO#1)	CY		2,750	2,750	0	\$12.00	\$	33,000.00	\$
17	REPLACE TOPSOIL (4" DEPTH) (CO#1)	CY		880	880	0	\$20.00	\$	17,600.00	\$
18	RESEED & MULCH (CO#1)	AC		1.7	1.70	0	\$2,750.00	\$	4,675.00	\$
STORM SEWER										
19	DOUBLE COMBINATION INLET TYPE 13 (CO#1)	EA		0	0	0	\$7,500.00	\$	-	\$
20	TRIPLE COMBINATION INLET TYPE 13 (CO#1)	EA		0	0	0	\$10,000.00	\$	-	\$
21	15"x28" RCP	LF		135	135	0	\$125.00	\$	16,875.00	\$
22	24" RCP (CO#1)	LF		0	0	0	\$175.00	\$	-	\$
23	18" RCP	LF		116	116	0	\$110.00	\$	12,760.00	\$
24	15"x28" FES	EA		2	2	0	\$1,500.00	\$	3,000.00	\$
25	18" FES	EA		2	2	0	\$1,000.00	\$	2,000.00	\$
26	MANHOLE (CO#1)	EA		0	0	0	\$5,200.00	\$	-	\$
27	4" CONCRETE SIDEWALK CHASE	EA		8	8	0	\$2,200.00	\$	17,600.00	\$
28	CONCRETE CHANNEL (CO#1)	CY		97	97	0	\$635.00	\$	61,595.00	\$
29	HANDRAIL (CO#1) (CO#3)	LF		437	437	0	\$130.00	\$	56,810.00	\$
ROADWAY CONSTRUCTION										
30	SUBGRADE PREPARATION- SOIL STERILIZATION	SY		4,910	4,910	0	\$6.00	\$	29,460.00	\$
31	VERTICAL CURB, GUTTER & 6" SIDEWALK	LF		625	625	0	\$82.00	\$	51,250.00	\$
32	VERTICAL CURB & GUTTER (CO#1)	LF		612	612	0	\$27.00	\$	16,524.00	\$
33	8" SIDEWALK - 5' DEPTH	LF		180	180	0	\$60.00	\$	10,800.00	\$
34	8" CROSS PAV	EA		1	1	0	\$4,500.00	\$	4,500.00	\$
35	6" CROSS PAV (CO#3)	EA		0	0	0	\$4,000.00	\$	-	\$
36	CURB RETURNS WITH HANDICAP RAMP	EA		5	5	0	\$3,500.00	\$	17,500.00	\$
37	ASPHALT PAVEMENT - 5" FULL DEPTH (CO#3)	SYI		14,538	14,538	0	\$6.00	\$	87,228.00	\$
38	ASPHALT PAVEMENT - 7.5" FULL DEPTH	SYI		4,727	4,727	0	\$9.00	\$	42,543.00	\$
39	BLOCK WALL	LS		1	1	0	\$55,000.00	\$	55,000.00	\$
40	18" TUBE GATE	EA		2	2	0	\$2,300.00	\$	4,600.00	\$
41	TRAFFIC SIGNAL	EA		1	1	0	\$255,000.00	\$	255,000.00	\$
STRIPING & SIGNAGE										
42	4" SOLID DOUBLE YELLOW STRIPE (CO#3)	LF		2,331	2,331	0	\$2.50	\$	5,827.50	\$
43	4" SOLID YELLOW STRIPE (CO#3)	LF		0	0	0	\$1.25	\$	-	\$
44	4" SOLID WHITE STRIPE (CO#3)	LF		1,650	1,650	0	\$1.25	\$	2,062.50	\$
45	8" SOLID WHITE STRIPE (CO#3)	LF		1,092	1,092	0	\$2.50	\$	2,730.00	\$
46	4" SOLID YELLOW MEDIAN STRIPING (CO#3)	SF		0	0	0	\$3.75	\$	-	\$
47	STOP BAR THERMOPLASTIC SYMBOL (CO#3)	EA		5	5	0	\$1,550.00	\$	7,750.00	\$
48	CROSSWALK THERMOPLASTIC SYMBOLS (CO#3)	EA		4	4	0	\$300.00	\$	1,200.00	\$
49	STRAIGHT ARROW/RIGHT ARROW COMBO THERMOPLASTIC SYMBOL (CO#3)	EA		2	2	0	\$550.00	\$	1,100.00	\$
50	RIGHT ARROW THERMOPLASTIC SYMBOL	EA		2	2	0	\$325.00	\$	650.00	\$
51	LEFT ARROW THERMOPLASTIC SYMBOL (CO#3)	EA		7	7	0	\$325.00	\$	2,275.00	\$
52	STRAIGHT ARROW THERMOPLASTIC SYMBOL	EA		3	3	0	\$250.00	\$	750.00	\$
53	"ONLY" THERMOPLASTIC SYMBOL	EA		2	2	0	\$455.00	\$	910.00	\$
54	STOP SIGN & POST INSTALLATION (INCLUDING STREET NAME BLADES) (CO#3)	EA		2	2	0	\$650.00	\$	1,300.00	\$
55	"RIGHT LANE MUST TURN RIGHT" SIGN & POST INSTALLATION (R3-7R)	EA		2	2	0	\$550.00	\$	1,100.00	\$
56	DO NOT ENTER SIGN & POST INSTALLATION (CO#3)	EA		2	2	0	\$550.00	\$	1,100.00	\$
57	ROAD CLOSED EMERGENCY ACCESS ONLY SIGN & INSTALLATION	EA		2	2	0	\$550.00	\$	1,100.00	\$
58	"NO PARKING" SIGN & INSTALLATION	EA		4	4	0	\$325.00	\$	1,300.00	\$
59	"NO OUTLET" SIGN & POST INSTALLATION (W14-2)	EA		1	1	0	\$550.00	\$	550.00	\$
60	"NO OUTLET" PLAQUE SIGN (W14-1aR)	EA		1	1	0	\$550.00	\$	550.00	\$
MCCLURE AVENUE BRIDGE										
61	ABUTMENTS/WINGWALLS MATERIALS & INSTALLATION	LS		1	1	0	\$360,000.00	\$	360,000.00	\$

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 8 (FINAL PAYMENT)
July 28, 2018 TO September 14, 2018

CONTRACTOR : MOUNTAIN CONSTRUCTORS, INC.
 OWNER : TOWN OF FIRESTONE
 ENGINEER : COLORADO CIVIL GROUP, INC.
 CONTRACT : MCCLURE AVENUE EXTENSION PROJECT

ITEM	DESCRIPTION	UNIT	BID		QUANTITY COMPLETED		UNIT BID		AMOUNT COMPLETED	
			LS	QTY	TO DATE	THIS PERIOD	PRICE	TO DATE	THIS PERIOD	
62	BRIDGE SUPER STRUCTURE INSTALLATION	LS	1	1	1	0	\$40,000.00	\$	40,000.00	\$ -
63	CONCRETE BRIDGE DECK	LS	1	1	1	0	\$325,000.00	\$	325,000.00	\$ -
MISCELLANEOUS										
64	TRAFFIC CONTROL	LS	1	1	1	0	\$82,000.00	\$	82,000.00	\$ -
65	DEWATERING	LS	1	1	1	0	\$15,000.00	\$	15,000.00	\$ -
66	MOBILIZATION (5%)	LS	1	1	1	0	\$85,000.00	\$	85,000.00	\$ -
CHANGE ORDER NO. 1										
67	REMOVE EX 36" RCP	LF	336	336	0	0	\$23.00	\$	7,728.00	\$ -
68	REMOVE EX MANHOLE	EA	1	1	0	0	\$1,245.00	\$	1,245.00	\$ -
69	REMOVE EX 36" FES	EA	1	1	0	0	\$320.00	\$	320.00	\$ -
70	36" RCP	LF	178	178	0	0	\$202.00	\$	35,956.00	\$ -
71	36" FES	EA	1	1	0	0	\$2,530.00	\$	2,530.00	\$ -
72	MANHOLE	EA	1	1	0	0	\$5,960.00	\$	5,960.00	\$ -
73	TRANSITION CURB & GUTTER	LF	40	40	0	0	\$27.00	\$	1,080.00	\$ -
74	OUTFALL CURB & GUTTER	LF	12	12	0	0	\$27.00	\$	324.00	\$ -
75	DRIVEWAY CUT CURB & GUTTER (CO#3)	LF	0	0	0	0	\$27.00	\$	-	\$ -
76	12" CROSSSPAN	EA	1	1	0	0	\$5,175.00	\$	5,175.00	\$ -
CHANGE ORDER NO. 2										
77	ANTI-GRAFFITI COATING	LS	1	1.00	0.00	0.00	\$4,760.65	\$	4,760.65	\$ -
78	18" RIPRAP	CY	29	29	0	0	\$95.00	\$	2,755.00	\$ -
CHANGE ORDER NO. 3										
79	FLOW FILL	CY	60.0	60	0.0	0.0	\$150.00	\$	12,000.00	\$ -
80	TRICKLE PAN (COLORADO BLVD)	LF	53	53	0	0	\$22.00	\$	1,166.00	\$ -
81	SLOPE PROTECTION BLANKETS	SY	311	311	0	0	\$4.00	\$	1,244.00	\$ -
82	12" RIPRAP	CY	4.4	4.4	0.0	0.0	\$95.00	\$	418.00	\$ -
83	STRIPING REMOVAL	SF	1,475	1,475	0	0	\$6.88	\$	10,148.00	\$ -
84	CONCRETE CAP	CY	1.4	1.4	0.0	0.0	\$635.00	\$	889.00	\$ -
85	DO NOT ENTER SIGN	EA	1	1	0	0	\$100.00	\$	100.00	\$ -
86	STOP SIGN	EA	1	1	0	0	\$100.00	\$	100.00	\$ -
CHANGE ORDER NO. 4										
87	4" SKIP STRIPING	LS	1.0	0	1.0	1.0	\$6,210.75	\$	-	\$ 6,210.75
88	GUARDRAIL	LS	1	0	1	1	\$4,704.00	\$	-	\$ 4,704.00
TOTAL APPLICATION THIS PERIOD								\$	1,964,410.90	\$ 10,914.75

STORED MATERIALS

ITEM #	DESCRIPTION
1	
2	
3	
4	
5	

INVOICE #	AMOUNT
	\$-
	\$-
	\$-
	\$-
	\$-

ORIGINAL CONTRACT AMOUNT = \$1,854,643.75
 APPROVED CHANGE ORDERS TO DATE = \$120,681.90
 CURRENT CONTRACT AMOUNT = \$1,975,325.65
 TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE = \$1,975,325.65
 RETAINAGE (5%) = \$0.00
 TOTAL EARNED LESS RETAINAGE = \$1,975,325.65
 LIQUIDATED DAMAGES WITHHELD = \$0.00
 TOTAL EARNED LESS LIQUIDATED DAMAGES = \$1,975,325.65
 PREVIOUS PAYMENTS = \$1,866,190.36
 CURRENT PAYMENT DUE = \$109,135.29

PERCENTAGE OF JOB COMPLETE= 100%

SUBMITTED BY: Sandy Andrews
 (CONTRACTOR)
 REVIEWED BY: _____
 (ENGINEER)
 APPROVED BY: _____
 (OWNER)

DATE: 9/20/18
 DATE: _____
 DATE: _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.i.

Consent Agenda

Meeting Date: September 26, 2018

Initiated By: Dave Lindsay

Dept: Police

AGENDA TITLE

Firestone Police Station Construction Payment Application No.3

SUMMARY

Work is progressing on the Phase 1 Civil and Site Construction portion of the project. Pay App No. 3 is for work completed thru August 31, 2018 and includes continued construction staking, installation of potable water and storm sewer pipelines, installation of curb and gutter, and installation of electrical conduit. The payment application also includes costs for construction management services provided by FCI under the terms of the CMGC Contract.

Payment Application No. 3 was reviewed by Roth Sheppard Architects (RSA) in their role as the Owner's Representative was authorized for payment. The Pay App is presented to the Board of Trustees for final approval.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved a Construction Management/General Contractor (CMGC) Contract with FCI Construction at the regular meeting on March 14, 2018.

The Board of Trustees approved the Phase 1 - Civil and Site Package Guaranteed Maximum Price (GMP) Amendment to the CMGC contract at the regular meeting on June 13, 2018.

RECOMMENDATION

Staff recommends approval of Payment Application No. 3 and authorization to make payment in the amount of \$496,060.94.

ALTERNATIVES

Unless there is a claim against the Contractor, payment needs to be made.

ATTACHMENTS

1. All-In Project Cost Tracking (2018.09.20)
2. Pay App 3 (RSA approved)

FINANCIAL CONSIDERATIONS

The Town has established a budget of approximately \$15.9 Million for the project which is being paid from proceeds from Certificates of Participation and from an \$800,000.00 DOLA grant.

FIRESTONE POLICE STATION ALL-IN BUDGET CURRENT COST

Item No.	Description	Unit	Estimated Quantity	Budget Unit Price	Budget Price	Current Cost
CMGC Costs						
1	Building (includes CMGC fees)	SF	29,075	\$346.00	\$10,059,950.00	Phase 2 GMP
2	Site (Parking lot, access drives, landscping/irrigation, etc..)	SF	29,075	\$57.00	\$1,657,275.00	Phase 1 & 2 GMP
4	Park Avenue (roadway, water line extension, sewer line extension)	LS	1	\$450,000.00	\$450,000.00	Phase 1 GMP
5	Construction Contingency(5%)	LS	1	\$659,242.50	\$659,242.50	3.00%
CMGC SUBTOTAL					\$12,826,467.50	\$12,797,245.00
Owner Direct Costs						
3	Furnishings and Equipment	SF	29,075	\$35.00	\$1,017,625.00	\$1,017,625.00
6	Architect Design/Construction Fee	LS	1	\$1,196,671.00	\$1,196,671.00	\$1,196,671.00
7	2" Water Tap Fee	EA	1	\$96,000.00	\$96,000.00	\$96,000.00
8	4" Sewer Tap Fee	EA	1	\$45,200.00	\$45,200.00	\$45,200.00
9	Moving Costs	LS	1	\$30,000.00	\$30,000.00	\$30,000.00
10	Land Acquization	AC	8.18	\$8,000.00	\$65,440.00	\$0.00
11	Inspection and Testing	LS	1	\$50,000.00	\$50,000.00	\$30,819.00
12	Park Avenue Street Lights	EA	2	\$5,000.00	\$10,000.00	\$0.00
13	Raw Water	AF	8.2	\$46,250.00	\$379,250.00	\$379,250.00
14	Dry Utilities (electric, natural gas, phone, cable)	LS	1	\$100,000.00	\$100,000.00	\$0.00
	United Power					\$97,719.13
	Black Hills Energy					
	Century Link					\$0.00
	Comcast					\$21,787.82
	Firestone Intranet FO					
15	Owners Contingency (5%)	LS	1	\$98,628.05	\$98,628.05	\$98,628.05
Owner Direct Costs SUBTOTAL					\$3,088,814.05	\$3,013,700.00

TOTAL PROJECT COST \$15,915,281.55 \$15,810,945.00



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: Town of Firestone
151 Grant Ave., PO Box 100
Firestone, CO 80520

PROJECT: Firestone Police Dept & Municipal Court
2 Park Ave, Firestone, CO 80504

FROM CONTRACTOR: FCI Constructors, Inc. - Frederick
4015 Coriolis Way
Frederick, CO 80504

VIA ARCHITECT: Roth Sheppard Architects
1900 Wazee Street, Suite 100
Denver, CO 80202

APPLICATION NO: 003
PERIOD TO: 8/31/2018
CONTRACT FOR: New Construction
CONTRACT DATE: 3/7/2018
PROJECT NOS: 30-18-006

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ 2,152,879.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,152,879.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 845,382.25
5. RETAINAGE:
 - a. % of Completed Work
(Columns D + E on G703) \$ 42,269.12
 - b. % of Stored Material
(Column F on G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 42,269.12
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 803,113.13
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 307,052.19
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 495,060.94
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	0.00	\$
Total approved this month	\$	0.00	\$
TOTAL	\$	0.00	\$
NET CHANGES by Change Order	\$	0.00	\$

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED.

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. This AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____
By: _____
State of: Colorado
County of: Weld
Subscribed and sworn to before me this 7 day of September, 2018.
Notary Public: Kimberly A Lawrence
My commission expires: 9-7-19

Date: 9/7/18

NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID: 19994024772
MY COMMISSION EXPIRES SEPTEMBER 7, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 496,060.94
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____
By: _____
Date: 09.11.2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

An original assures that changes will not be obscured.

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

003

8/31/2018

ARCHITECT'S PROJECT NO: 8/31/2018

1

2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
01 00 00	General Conditions	43,780.00	32,835.00		10,945.00	0.00	43,780.00	0.00	2,189.00
01 10 00	Preconstruction Services	29,143.00	25,000.00		4,143.00	0.00	29,143.00	0.00	1,457.15
02 21 13	Surveying	38,866.00	10,303.29		9,224.64	0.00	19,527.93	19,338.07	976.40
07 92 92	Misc. Caulking	2,060.00	0.00		85.13	0.00	85.13	1,974.87	4.26
08 42 29	Automatic Entrances	2,400.00	0.00		0.00	0.00	0.00	2,400.00	0.00
10 75 01	Flagpoles	19,820.00	0.00		0.00	0.00	0.00	19,820.00	0.00
26 56 00	Exterior Lighting	137,230.00	0.00		59,687.33	0.00	59,687.33	77,542.67	2,984.37
31 20 00	Earthwork	196,176.00	100,032.22		50,681.29	0.00	150,713.51	45,462.49	7,535.68
31 25 00	Erosion and Sediment Controls	83,223.00	50,758.35		13,360.11	0.00	64,118.46	19,104.54	3,205.92
32 12 16	Asphalt Paving	422,984.00	0.00		0.00	0.00	0.00	422,984.00	0.00
32 13 13	Concrete Paving	344,916.00	0.00		61,750.00	0.00	61,750.00	283,166.00	3,087.50
32 17 23	Pavement Markings & Signs	25,289.00	0.00		0.00	0.00	0.00	25,289.00	0.00
32 30 01	Site Improvements & Amenities	9,851.00	0.00		412.01	0.00	412.01	9,438.99	20.60
32 31 01	Fencing	262,195.00	6,586.75		151.49	0.00	6,738.24	255,456.76	336.91
32 84 00	Irrigation	8,143.00	0.00		0.00	0.00	0.00	8,143.00	0.00
33 11 00	Water Distribution	125,685.00	0.00		125,685.00	0.00	125,685.00	0.00	6,284.25
33 31 00	Sanitary Sewer System	57,930.00	36,089.20		15,466.80	0.00	51,556.00	6,374.00	2,577.80
33 41 00	Storm Drainage	167,634.00	0.00		155,542.00	0.00	155,542.00	12,092.00	7,777.10
90 10 01	Builders Risk Insurance	936.00	87.00		0.00	0.00	87.00	849.00	4.35
90 20 01	General Liability	14,895.00	12,917.27		0.00	0.00	12,917.27	1,977.73	645.86
90 30 01	Sub Insurance	28,726.00	28,726.00		0.00	0.00	28,726.00	0.00	1,436.30
90 50 01	Payment & Performance Bonds	10,575.00	10,575.00		0.00	0.00	10,575.00	0.00	528.75
95 10 02	Contractors Contingency	58,445.00	0.00		0.00	0.00	0.00	58,445.00	0.00
	GRAND TOTAL								

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

003

8/31/2018

PERIOD TO:

ARCHITECT'S PROJECT NO: 8/31/2018

2

2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
99 10 01	Fee	61,977.00	9,302.75	15,035.62	0.00	24,338.37	39.27	37,638.63	1,216.92
GRAND TOTAL		2,152,879.00	323,212.83	522,169.42	0.00	845,382.25	39.27	1,307,496.75	42,269.12

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ - 1992. Copyright © 1993, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.j.

Consent Agenda

Meeting Date: September 26, 2018

Initiated By: Dave Lindsay

Dept: Police

AGENDA TITLE

Firestone Police Station Geotechnical Engineering Services Contract First Amendment

SUMMARY

With the Phase 2 - Building & Site Package being approved for the remainder of the construction of the police station, staff has requested additional services from Terracon related to the building foundation and other elements included in this next stage of the project. A first amendment to the contract with Terracon is presented for consideration and action by the Board.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the original agreement with Terracon at the regular meeting on July 25, 2018.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached First Amendment to the Geotechnical Engineering Services Agreement with Terracon Consultants, Inc. that increases the contract to an amount not to exceed \$30,819.00, and authorize the Mayor to execute the agreement on behalf of the Town.

ALTERNATIVES

Board could choose to direct staff to modify the terms of the amendment.

ATTACHMENTS

1. Consulting Agmt Amendment 1 (Terracon-Construction 2018.09.21)

FINANCIAL CONSIDERATIONS

This item was budgeted for \$50,000.00 in the adopted \$15.9M project budget.

**FIRST AMENDMENT TO AN AGREEMENT BY AND BETWEEN THE TOWN OF
FIRESTONE AND TERRACON CONSULTANTS, INC.
FOR GEOTECHNICAL ENGINEERING SERVICES
(FIRESTONE POLICE DEPARTMENT & MUNICIPAL COURT)**

THIS FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT is made and entered into effective as of the ____ day of _____, 2018, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and TERRACON CONSULTANTS, INC., a Delaware corporation, hereinafter referred to as the “Consultant,” with reference to that certain Consulting Services Agreement between the Town and Consultant executed by the Town on July 25, 2018 and hereinafter referred to as the “Original Agreement.”

WHEREAS, Consultant’s services under the Original Agreement were for the Phase 1 – Site Civil Package for the project; and

WHEREAS, The Town has commenced with the Phase 2 –Building & Site Package portion of the project and has solicited Consultant to provide additional services associated with that, the parties believe it to be in the best interest to amend the Original Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Section 4.1 of the Original Agreement is hereby amended to read as follows (words added are underlined; words deleted are shown in ~~strikeout~~):

4.1 The Town shall pay the Consultant for services requested and rendered under this Agreement at the hourly rates plus expenses set forth in Exhibit “A;” provided, however, that the total amount payable for Services under this Agreement shall in no event exceed ~~\$19,145.00~~ \$30,819.00. For services compensated at hourly rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

2. Exhibit A of the Original Agreement is hereby replaced in its entirety with the revised Exhibit A, attached hereto.

3. The Original Agreement, as herein amended by this First Amendment, is hereby ratified and confirmed and remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Consulting Agreement effective as of the day and year first above set forth.

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

CONSULTANT:
TERRACON CONSULTANTS, INC.
a Delaware corporation,

By: _____
Eric Buol

Date: _____

Title: Project Manager

EXHIBIT A



August 31, 2018

Town of Firestone
151 Grant Street
Firestone, Colorado 80520

Attn: Mr. David Lindsay, P.E.
dlindsay@ccginc.us

Re: **Proposal for Materials Testing and Special Inspection Services
Firestone Police Department and Municipal Court - Building
2 Park Avenue, Firestone, Colorado
Terracon Proposal No. P22181060 – Revision 2**

Mr. Lindsay:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide construction materials testing services for the Firestone Police Department and Municipal Court project. Our proposal includes a description of the project information provided to us, the proposed scope of services, and our estimated fees.

A. PROJECT INFORMATION

Our understanding of the required construction materials services for this project is based upon information provided by your firm, project plans dated August 23, 2018, Terracon Geotechnical Engineering Report (Project No. 22175081) dated July 28, 2017, and our experience with other projects of this type. Pertinent project information is summarized below.

ITEM	DESCRIPTION
Location	The project site is located southeast of the intersection of Colorado Blvd. and Sable Avenue at 2 Park Avenue in Firestone, Colorado.
Description of Building and Site Work	We understand the project will consist of civil improvements to the site including underground utility installation, concrete flatwork, and asphalt concrete paving. Park Avenue will be constructed from Sable Avenue continuing south approximately 900 feet. The building will be a single level structure approximately 26,000 square feet in plan view. The building will be constructed on spread footing and stem wall foundations with slab-on-grade floors. Walls will be constructed of structural masonry (CMU) and structural steel. The roof will be structural steel.

B. SCOPE OF SERVICES

Terracon proposes to provide testing and inspection services as summarized below.

ITEM	DESCRIPTION
Earthwork	Qualified personnel will observe fill operations, as well as obtain appropriate samples for laboratory tests and perform in-place field density testing for footing subgrade, structural backfill, underground utility trench backfill, slab subgrade, and pavement and flatwork subgrade.
Reinforcing Steel	Prior to concrete placement, reinforcing steel for footings, foundation stem walls, slab-on-grade, and site walls will be observed. Our work will include the following: observing specified size, grade, and condition of reinforcing steel; specified locations and quantities; and concrete cover and clearance.
Concrete Testing	Testing and sampling will be performed on the concrete used for foundations, slab-on-grade; flatwork, site walls, and paving as applicable. The concrete will be tested for slump, air content, unit weight and temperature at the time of placement. Testing will be performed according to the frequency below. § 1 set of five 4"x8" cylinders for each 50 cubic yards or fraction thereof per day for structural concrete. Cylinders will be tested at 7-days and 28-days, with one held for a later break if specified strength is not met at 28-days. § 1 set of five 4"x8" cylinders for each 100 cubic yards or fraction thereof per day for site work and flatwork. Cylinders will be tested at 7-days and 28-days, with one held for a later break if specified strength is not met at 28-days
Post Installed Anchorages	A qualified special inspector will observe and document the post installation of bolts, rebar, threaded rod, and other anchorage systems including verification of materials, hole depth and diameter, cleanout, epoxy mixing and embedment depth in accordance with contract drawings and the manufacturer's specifications and recommendations
Structural Masonry Observations and Testing	A Terracon representative will be provided, on an as-scheduled basis, to perform observation of structural masonry. Observations will be provided on a periodic basis during the placement of concrete masonry units and on a full-time basis during grouting operations. The Terracon representative will perform the following functions: § Observe the placement of masonry units and construction of mortar joints § Observe the specified size, grade and type of reinforcement, and grout space prior to grouting § Observe the type, size, and location of anchors, including other details of anchorage of masonry to structural frames or other construction § Observe the grout placement and subsequent consolidation/reconsolidation § Observe the proportions of site-mixed mortar and grout § Fabrication of grout compressive strength samples – one set of four every 5,000 square feet of wall, during construction. One (1) specimen will be tested for compressive strength at seven (7) days; and (3) specimens will be

Proposal for Materials Testing and Special Inspections

Firestone PD and Municipal Ct ■ Firestone, Colorado

August 31, 2018 ■ Terracon Proposal No. P22181060 – Revision 2



ITEM	DESCRIPTION
	tested at 28 days. § Obtain and test three (3) CMU prisms for compressive strength testing constructed by the contractor – one set of three every 5,000 square feet of wall, during construction. The (3) specimens will be tested at 28 days.
Structural Steel Inspections	A Structural Steel Inspector will be provided, on an as-scheduled basis, for the observation of the field welding and bolting. The Structural Steel Inspector will perform the following functions: § Verification of certified welders for each joint configuration and welding process § Visual observation of fillet welds and partial/full penetration welds § Non-destructive testing of welds by ultrasonic and/or magnetic particle methods (if required) § Verification of material test reports for structural bolting § Observation of bolt application for bearing and slip critical connections We have assumed that shop fabricators are AISC approved fabricators and will perform their own inspections, and therefore, have not included costs for these services. We are available to perform shop inspections upon request for an additional fee.
Asphalt Concrete Paving	Field density-compaction testing by nuclear methods will be performed during asphalt concrete paving operations. The density-compaction of the asphalt concrete will be evaluated utilizing information from the paving contractor's asphalt mix design. Each asphalt mix type can be tested for asphalt content, gradation, and theoretical maximum specific gravity, if requested.
Project Management	A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. All field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget, and communicating with the client and contractor regarding schedule, deviations, and resolution of outstanding deviations. To help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.

Commitment to Fast Report Turnaround:

We understand the importance of report turnaround to our clients and are committed to quick delivery of test results as well as the following reporting standards:

- Failing tests or non-conformance items are immediately relayed to the designated parties and handwritten draft reports are available at the end of each day.
- Formal reports with non-conformances (Deviation Reports) are provided within 24 hours of testing.
- Formal reports without non-conformances are provided within five business days.
- Formal laboratory test reports are provided within two days of test completion.

Proposal for Materials Testing and Special Inspections

Firestone PD and Municipal Ct ■ Firestone, Colorado

August 31, 2018 ■ Terracon Proposal No. P22181060 – Revision 2



For more information about CMELMS and Terracon, please visit our website at <http://www.terracon.com/services/construction-materials/>

Scheduling of Services: We understand the client may not be involved with scheduling of services; this is typically the responsibility of the general contractor. We request the following information be passed on to whom will be responsible for scheduling services.

- § Scheduling testing services with a minimum of 24 hours of notice. Please allow extended notice (48 hours) for structural steel inspections.
- § Scheduling is performed through our office dispatcher; the direct dispatch phone number is (303) 776-3921.
- § Cancellation of services should be done prior to a Terracon representative mobilizing to the project, failure to do so will result in a cancellation fee.
- § Terracon will not be responsible for tests that are not performed due to a failure to schedule our services on the project.
- § Testing and observations will only determine compliance with project specifications at the test locations, at the time our services are performed.

C. COMPENSATION

Based on the project information available for our review, our estimated budget to perform the proposed scope of services is about **\$30,819**. A summary of our unit rates, estimated quantities, and the resulting costs is included on the attached Fee Estimate breakdown schedule. Fees for services provided will be based on the unit rates shown in that exhibit. Please note that this is only a budget estimate and not a not-to-exceed price.

Many factors, including those out of our control, such as weather and the contractor's schedule including overtime and weekend work, and the need for re-testing will dictate the final fee for our services. We will not exceed our budget without first notifying you and providing a summary of work performed to date and remaining work. We will track the costs of re-testing separately.

For purposes of our proposal, overtime is defined as all hours in excess of 8 hours per day, same day scheduling calls, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted.

D. AUTHORIZATION

We appreciate the opportunity to propose on this project. If the scope and budget is acceptable to you, please sign and return a copy of the attached Supplement to Agreement for Services. Please contact us if you have any questions.

Sincerely,
TERRACON CONSULTANTS, INC.



Eric A. Buol
Project Manager



Eric D. Bernhardt, P.E.
Geotechnical Department Manager

Copies to: Addressee (via e-mail)

Enclosures: Reimbursement Schedule
 Estimated Fees
 Supplement to Agreement for Services

REIMBURSEMENT SCHEDULE
Construction Materials Services

Personnel

Principal Engineer, P.E.....	\$145.00/hr
Project Engineer, P.E.	\$135.00/hr
Project Manager	\$105.00/hr
Field Engineer/Geologist	\$95.00/hr
Structural Steel Inspector (3-hour minimum charge).....	\$105.00/hr
Engineering Technician (soils, concrete, asphalt, CMU, reinforcing steel)	\$60.00/hr

Note: An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on same day calls, Saturday, Sunday and Terracon recognized Holidays. All charges are portal to portal.

Laboratory Testing

Laboratory Moisture-Density Relationships

Standard Proctor	\$135.00 ea
Modified Proctor	\$185.00 ea

Soil Classifications

Atterberg Limits with Sieve Analysis	\$120.00 ea
--	-------------

Concrete Compressive Strength 4x8" cylinder.....	\$16.00 ea
--	------------

Masonry Grout Compressive Strength.....	\$16.00 ea
---	------------

Masonry Block Prism (6", 8" or 12" block) Compressive Strength.....	\$95.00 ea
---	------------

Asphalt Content / Gradation / Theoretical Max Density	\$195.00 ea
---	-------------

Asphalt Marshall/Gyratory (3 molded specimens – stability, flow, voids, unit wt.)	\$350.00 ea
---	-------------

Vehicle Charge	\$15.00/visit
----------------------	---------------

Report Preparation & Review (sample pick-up reports are not subject to a charge)	\$20.00/report
--	----------------

Outside Services	At cost + 15%
------------------------	---------------

Other Services.....	Upon Request
---------------------	--------------

Proposal for Construction Materials Testing and Special Inspections

Firestone PD and Municipal Ct ■ Firestone, Colorado

August 31, 2018 ■ Terracon Proposal No. P22181060 - Revision 2



FEE ESTIMATE

SERVICES	UNIT RATES			QTY	TOTAL
Earthwork Observation and Testing					
Standard Proctor	\$135.00 per test	4 tests		4	\$540.00
Soil Classification	\$120.00 per test	2 tests		2	\$240.00
Engineering Technician	\$60.00 per hour	50 visits	2 hours/visit	100	\$6,000.00
Field Engineer / Geologist (subgrade)	\$95.00 per hour	2 visits	2 hours/visit	4	\$380.00
Vehicle Charge	\$15.00 per trip	52 visits		52	\$780.00
Report Preparation and Review	\$20.00 per report	52 reports		52	\$1,040.00
				Subtotal	\$8,980.00
Reinforcing Steel / Post Installed Anchors					
Engineering Technician	\$60.00 per hour	8 visits	2 hours/visit	16	\$960.00
Vehicle Charge	\$15.00 per trip	8 visits		8	\$120.00
Report Preparation and Review	\$20.00 per report	8 reports		8	\$160.00
				Subtotal	\$1,240.00
Concrete Testing					
Engineering Technician	\$60.00 per hour	35 visits	2 hours/visit	70	\$4,200.00
Concrete Cylinders	\$16.00 per cylinder	35 sets	5 cyl/set	175	\$2,800.00
Engineering Technician (cylinder pick up)	\$60.00 per hour	15 visits	1 hour/visit	15	\$900.00
Vehicle Charge	\$15.00 per trip	50 visits		50	\$750.00
Report Preparation and Review	\$20.00 per report	35 reports		35	\$700.00
				Subtotal	\$9,350.00
Structural Masonry					
Engineering Technician	\$60.00 per hour	15 visits	2 hours/visit	30	\$1,800.00
Grout prisms compressive strength	\$16.00 per prism	1 set	4 prisms/set	4	\$64.00
CMU block prisms compressive strength	\$95.00 per prism	1 set	3 prisms/set	3	\$285.00
Vehicle Charge	\$15.00 per trip	15 visits		15	\$225.00
Report Preparation and Review	\$20.00 per report	15 reports		15	\$300.00
				Subtotal	\$2,674.00
Structural Steel					
Structural Steel Inspector	\$105.00 per hour	8 visits	3 hours/visit	24	\$2,520.00
Vehicle Charge	\$15.00 per trip	8 visits		8	\$120.00
Report Preparation and Review	\$20.00 per report	8 reports		8	\$160.00
				Subtotal	\$2,800.00
Asphalt Testing					
Engineering Technician	\$60.00 per hour	8 visits	3 hour/visit	24	\$1,440.00
Asphalt Content / Gradation / Theo Max Dens	\$195.00 per sample	4 samples		4	\$780.00
Vehicle Charge	\$15.00 per trip	8 visits		8	\$120.00
Report Preparation and Review	\$20.00 per report	8 reports		8	\$160.00
				Subtotal	\$2,500.00
Report Review, Engineering & Management					
Project Engineer	\$130.00 per hour		5 hours		\$650.00
Project Manager	\$105.00 per hour		25 hours		\$2,625.00
				Subtotal	\$3,275.00
Total Estimated Fee					\$30,819.00

Note: While the phases of construction have been separated for estimating purposes in the fee estimate spreadsheet, actual field testing services may be performed simultaneously on the various phases. As a result, total fees for construction materials testing services may be reduced if services are performed during the same trip to the site.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.k.

Consent Agenda

Meeting Date: September 26, 2018

Initiated By: Dave Lindsay

Dept: Community Resources

AGENDA TITLE

Gould Recharge Test Pit Construction Contract

SUMMARY

As part of the Gould Property Alluvial Well Field Study, the Town's consultant will be conducting a groundwater recharge test. The test will be to evaluate two alternative recharge pit configurations to determine the most efficient section to all for ditch water rights to be introduced to enhance the production of the well field. This will involve excavation of two test pits and that work is to be performed by a construction contractor. Attached for consideration and action by the Board is a construction contract with the selected bidder, UDC Excavation, for consideration and action by the Board.

HISTORY AND PREVIOUS BOARD ACTION

At the regular meeting on August 22, 2018 the Board approved the First Amendment to the consulting agreement with McGrane Water Engineers to allow for the recharge pit evaluation.

RECOMMENDATION

Staff recommends the Board approve the construction contract with UDC Excavating for an amount not to exceed \$26,260.47 and authorize the Mayor to execute the contract on behalf of the Town.

ALTERNATIVES

Board could direct staff to modify the terms of the contract.

ATTACHMENTS

1. Construction Contract - Gould Recharge Test Pits (UDC Excavating 2018.09.21)

FINANCIAL CONSIDERATIONS

This work will be paid from the Water Fund. The First Amendment estimated this work to be \$25,000.00 but we have already identified a \$16,827.00 savings on the original drilling cost estimate that will absorb this \$1,260.47 overage.

CONSTRUCTION CONTRACT
(Gould Recharge Test Pits)

This Agreement, is made and entered this _____ day of _____, 2018 by and between the Town of Firestone (“Town”), a Colorado municipal corporation and **UDC Excavating**, a Colorado individual (“Contractor”).

THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work – Price. The Contractor agrees to perform for the Town all of the work set forth in Exhibit A attached hereto and incorporated herein by reference (hereinafter the “Work”). The Town agrees to pay, in full payment for the performance of the Work in compliance with this Agreement, on a Lump Sum Bid with line item unit pricing basis, an amount not to exceed \$26,260.47. Unit prices and unit costs for the Work shall not exceed those shown in Contractor’s bid, attached hereto as Exhibit B. The Work and payment thereof shall only be changed by a properly authorized change order to this Agreement. The Town and Contractor acknowledge that the quantities identified in Contractors bid are estimates based on the best available information and are subject to change based on actual field conditions. No Town employee has the authority to bind the Town with regard to any payment for labor, materials or services which exceeds the rates and maximum amount payable under the terms of this Agreement. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor will construct and complete the Work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the Town, within the time specified herein.

2. Contract Documents. The Work shall be done in strict accordance with all scope of Work documents attached hereto as Exhibit A and with the following additional documents:

1) Exhibit C – Performance Bond

All of such documents and Exhibits A and B are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein. In the event of any conflict between the text of this Agreement and the provisions of any Exhibit or the above-listed documents, the text of this Agreement shall control.

3. Compliance and Licensing. a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the work, such as barricading and traffic control, in accordance with the requirements of the Town.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to dewatering permits and laws concerning

the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the Town of Firestone.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the Town of Firestone in accordance with the Firestone Municipal Code and shall pay the required fees for such license.

4. Relationship of Contractor to Town. Contractor covenants to furnish its best skill and judgment and to cooperate with the Town's Project Manager, as identified herein, and all other persons and entities in furthering the interests of the Town. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.

5. Project and Field Manager. The Town's Project Manager for the purposes of the Work is the following or such other person as the Town may designate in writing: David B. Lindsay, Town Engineer. Change orders may only be authorized in accordance with the provisions of Section 17.

6. Time of Commencement and Completion. a. Work shall be commenced promptly after full execution of this Construction Contract.

b. The Contractor shall finally complete all Work in a manner acceptable to the Town, and in compliance with this Agreement, within 60 days of commencement of the Work. Prompt completion of the Work is essential to the Town, and time is of the essence in all respects regarding this Agreement and the Work. Final Payment for the Work shall only be made after the Work has been completed and accepted by the Town.

7. Price of Work - Payment. a. The Contractor shall submit monthly payment applications to the Town based on the progress of the work. Progress payments applications shall be for work completed through the last Friday of the month and shall be provided to the Project Manager the following Tuesday. The Town shall pay the invoice within thirty (30) days of receipt unless the Work or the documentation therefor are unsatisfactory. Except as provided in Section 7.b, the contract price and rates set forth in Section 1 and Exhibit B, shall be inclusive of all costs of whatsoever nature associated with the Contractor's Work efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, costs of performance, payment and warranty bond, and outside fees. The scope of Work and payment therefor shall only be changed by a properly authorized Change Order or amendment to this Agreement.

8. Scope of Payment. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The Town's payment for

the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the Town so elects, until the Contractor shall satisfy the Town that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The Town may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the Town may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the Town in lieu of the bond so executed by such surety.

9. Observation of All Laws. It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

10. Contractor's Responsibility for Work. Until the 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 by the effects of the elements or from any other cause. 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 materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by Town, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. 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.

11. Termination of Contractor's Responsibility. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by Town 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. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

12. Indemnification. To the fullest extent permitted by law, the 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 to 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.

13. Insurance and Bonds. a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by Town. The Contractor shall not allow any subcontractor to begin any efforts on the Work 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.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. 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 listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(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.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) 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 HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) each occurrence and FIVE HUNDRED

THOUSAND DOLLARS (\$500,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision.

c. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. 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 coverages, 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 the Work and shall provide that the coverages 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. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy.

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

f. 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 contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

g. The Contractor shall furnish prior to commencement of Work a **Performance Bond** in an amount equal to the contract price, as security for the faithful performance of all Contractor's obligations hereunder, including but not limited to obligations during the guaranty period provided in Section 16. The bond shall remain in effect at least until one year after the date of final payment. The form of the bond is attached hereto as Exhibit C and shall be executed by such sureties licensed to conduct business in Colorado that are acceptable to the Town.

14. Evidence of Satisfaction of Liens. Contractor shall provide Town with written evidence that all persons who have done and portion of the Work or have 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 or have been secured against as provided in C.R.S. section 38-26-101 et seq.

15. 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 the final certificate of Town. Before any final certificate shall be 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 contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by Town or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

16. Warranty of Work. Contractor agrees to warrant all Work under this Agreement for a period of **one year** from the date of final acceptance by the Town for any defects in materials or workmanship. If any unsatisfactory condition or damage develops within the time of this warranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by Town, then the Contractor shall, when notified by Town, immediately place such warranty Work in a condition satisfactory to Town. The Town shall have all available remedies to enforce such warranty, except that Town shall not have any work performed independently to fulfill such warranty 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.

17. Timing of Change Orders. The Town shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner as the Town Board schedule permits. The Project Manager is authorized to execute Work Directive Changes to the Contractor in advance of a formal Change Order; however, Contractor acknowledges that all proposed Change Orders which increase rates or the price of the Work require formal action by the Town Board and shall be approved or denied in writing by the Town only after formal action by the Town Board. Contractor shall provide all supporting documentation for any requested change order prior to Town action thereon.

18. No Assignment. This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the Town.

19. Governing Law. This Agreement shall be deemed entered into in Weld County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

20. Equal Opportunity Employer. a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The 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, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

21. Independent Contractor.

a. 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.

b. 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.

c. **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.**

22. **Execution.** The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

BY THEIR SIGNATURES, the parties agree to the terms of this Agreement this ____ day of _____, 2018.

Town of Firestone

ATTEST:

By: _____
Mayor

By: _____
Town Clerk

CONTRACTOR:
UDC Excavating

By: _____

Title: _____

ACKNOWLEDGEMENT (Contractor)

STATE OF _____)
)ss
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this ____ day of _____, 2018.

Witness my hand and official seal.

My commission expires on: _____

(SEAL)

Notary Public

EXHIBIT A
Scope of Work

Exhibit A

McGrane Water Engineering, LLC

1669 Apple Valley Rd. , Lyons, CO 80540 • Office: (303)823-5933, Cell: (303) 917-1247
E-Mail: dennis@mcgranewater.com. Website: www.mcgranewaterengineering.com

August 28, 2018

Mr. Saul Santiesteban
UDC Excavating, LLC.
Denver, CO 80011

via e-mail: udcsanti@hotmail.com



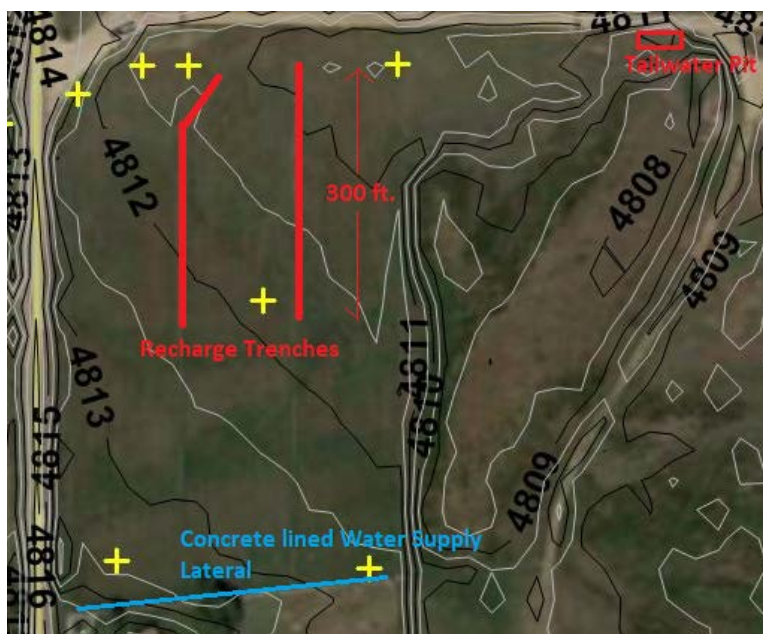
RE: Town of Firestone –Recharge Feasibility Proposal Request

Dear Saul:

The Town of Firestone (Town) requests “Contractor” excavation and level-survey services for two recharge test trenches that will be used to evaluate water infiltration rates during feasibility testing. This proposal supersedes the earlier Request for Proposal dated August 12, 2018. The objective of the test is to recharge ditch water at an estimated total rate between 0.5 to 4 cfs for approximately twenty-one (21) days. The Town’s contracted engineer, McGrane Water Engineering, llc (MWE) will observe the Contractor’s work, install monitoring and measuring devices, and conduct the test.

This letter contains the minimum performance expectations for the project and will be used as an “Exhibit” in either the Town’s standard service contract or in a subcontractor’s agreement with MWE. Figure 1 shows the site layout and two trench locations on the Town’s Gould parcel located in the SWSW corner of Section 31, TwN 3N, 67W in Firestone, Co. A site meeting was conducted on August 11, 2017, which is the basis for this cost proposal. The work described below must be completed prior to October 8, 2018. **Please complete and execute the cost proposal below and email it to Dennis McGrane (dennis@mcgranewater.com) by Thursday, August 30, 2018 at 3:00 pm.**

Figure 1 – Trench Locations and Topography



GROUND CONDITIONS

The trenches will follow existing irrigation ditches in a field formerly used to irrigate and grow hay. Topographic contours on Figure 1 show that the site slopes slightly to the northeast with approximately 1 foot grade over the length of the two proposed trenches. Monitoring wells have been installed to bedrock at the yellow (+) symbols on Figure 1. The subsurface consists of approximately three (3) to five (5) feet of topsoil consisting of silty sand. Below the

topsoil are alluvial sand and gravel deposits associated with the Sant Vrain

River which is located approximately 1,200 feet to the north. Geologic logs are available upon request. The depth to bedrock (black shale) is approximately 23 feet below ground surface. The depth to ground water is approximately 9-12 feet along the trenches.

PROJECT DESCRIPTION

The Contractor will:

- 1) Provide adequate insurance prior to contracting;
- 2) Provide level-survey services to measure topographic grades from a cement lined E-W irrigation lateral (located approximately 300 feet south of the proposed trenches) to a tailwater pit located in the northeast corner of Figure 1;
- 3) Request locates from the Utility Notification Center of Colorado for locations based on the staked trench endpoints shown on Figure 1;
- 4) Mobilize a “large” excavator capable of digging the two trenches and tailwater recharge pit as described below;
- 5) If necessary, mobilize a “small” excavator capable of assisting MWE install plastic between the concrete lateral (south site) and the trenches, and between the trenches and the tailwater recharge pit (northeast site); and
- 6) Provide and install 4 ft. temporary orange snow fence around the recharge trenches and flow measuring devices.

The trenches will be left open after the tests.

GENERAL SPECIFICATIONS

Level-Surveying Services

The Contractor will provide and operate level-survey equipment capable of measuring land grades: 1) between the concrete lateral at the south of the property to the south end of the recharge trench; 2) along the recharge trenches; and 3) from the north end of the recharge trench to the tailwater pit. The Contractor will assist MWE with any ground leveling necessary to maintain negative grades in the direction of flow.

Utility Locates

The Drilling Contractor will notify the Utility Notification Center of Colorado and clear the locations. The Contractor will request locates at least four (4) days prior to mobilization. MWE will assist the Contractor by staking the trenches and tailwater pit and providing Lat/Long coordinates and measured distances from nearby intersections. The Contractor will request locates 25 feet on either side (50 feet total width) of the proposed trench lines and a radius of 50 feet around the tailwater pit. The Contractor will be responsible for any damage to buried utilities and your equipment if underground utilities are encountered.

Excavations

All excavations will be conducted in a professional manner and be done according to OSHA safety standards (Contractor will be aware of all such standards). Recharge trenches will have a flat bottoms and be four (4) feet wide at their bottom. The eastern trench will be approximately six (6) feet deep at the north (downstream) end, and five (5) feet deep at the south (upstream) end. The western trench will be shallower, approximately four (4) feet deep at the north (downstream) end, and three (3) feet deep at the south (upstream) end. The trench side slopes will be dug at either a 1:1 or 1:1.5 grades depending on the materials encountered. The Contractor will decide which slope to cut based on his best judgment of the materials encountered per regulatory standards and/or guidelines. The Contractor will minimize the amount of fine-grained material left on the bottom and slopes of the trench. The Contractor will place fine-grained topsoil on one side of the trench and coarser sand and gravel (from beneath the topsoil zone) on the other side of the trench in such that it will not cave into the trenches when they are filled ground level. The Contractor will provide equipment capable of conducting the work and include fuel in their hourly rate. The Town or MWE will not be responsible for the repair and upkeep of the Contractor's equipment.

The tailwater pit excavation will have approximate dimensions of 20 ft (E-W) x 10 ft (N-S) x 3 ft deep. Excavated material will be bermed around the pit such that it will not cave into the pit when it is filled to a depth of approximately 3 feet.

If necessary, the Contractor will provide a second mobilization for a "small" excavator to assist MWE with: 1) installing plastic sheeting at a constant negative grade on either ends of the trenches; and/or 2) repairing portions of the trench that may require cleaning during the recharge test.

Temporary Security Fence

We request that the Contractor provide and install temporary fencing around the recharge trenches and fill removed from the trenches. We estimated the cost of materials based on a rectangular trench with dimensions of 300 ft by 50 ft (700 linear feet per trench). We obtained preliminary pricing for orange snow fence and stakes from Home Depot in Firestone totaling (rounded) \$896 (\$0.64/ft). We included the fixed unit rate on the bid sheet which may be modified depending on actual quantities.

Item	Amt	unit \$	units	Cost \$
Snow Fence (ft)	1400	\$ 30.95	/100 ft	\$ 433.30
Stakes (1-3/4" x 3-1/2" x 5 ft)	93	\$ 3.98	/stake	\$ 371.47
Subtotal				\$ 804.77
Tax	0.09			\$ 70.55
Total (rounded)				\$ 896.00
Unit Cost				\$ 0.64

The Contractor will install the fencing immediately after the trenches are dug. The Contractor will provide an installation costs based on our 4-hour estimate. The fences will be left in place until removed by the Town.

McGrane Water Engineering, LLC

1669 Apple Valley Rd., Lyons, CO 80301. Website: www.mcgranewaterengineering.com

Contract, Insurance and Bonding

The Town Board is scheduled to review your proposal on September 12th and, if approved, this RFP and executed bid sheet below will be incorporated into the Town's Standard Contractor Agreement. An example of Town contract with insurance and bond requirements is attached. The cost for insurance and bonding is included in the bid sheet as separate line items.

Work Schedule

All site work to be completed by October 8, 2018. Regular work hours are 6 am until 7 pm seven days a week. We anticipate work will be performed on two consecutive weekends. We expect that the majority of the trench work will be conducted in a single weekend and the project finished the following weekend.

Payment

All work will occur at the unit rates provided in the bid sheet. Excavation time will accrue once digging begins. Waiting for equipment, personnel, setting up and warming up equipment, or adverse weather conditions are not considered standby. The second mobilization of the "smaller" excavator will depend on the needs of MWE and may not be necessary. MWE will notify the Contractor within 3 days whether the second mobilization is required. Only one mobilization charge will be paid for each excavator to complete the Work unless additional mobilizations are requested in writing to assist with trench repair or to lengthen or shorten the trenches during the test.

Payment will not be made above the estimated times without prior approval. Payment will be made to the Contractor within 60 days of an approved invoice.

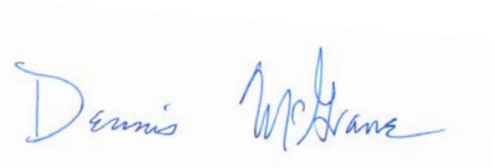
Bid Date and Contracting Schedule

Please complete and execute the cost proposal below and email it to Dennis McGrane (dennis@mcgranewater.com) **by Thursday, August 30, 2018 at 3:00 pm.**

Please provide your anticipated mobilization date on the bid sheet. If you have any questions, please give us a call.

Sincerely,

MCGRANE WATER ENGINEERING, LLC.

A handwritten signature in blue ink that reads "Dennis McGrane". The signature is written in a cursive, flowing style.

Dennis McGrane, P.E., C.P.G.

Principal Engineer/Hydrogeologist

McGrane Water Engineering, LLC

1669 Apple Valley Rd., Lyons, CO 80301. Website: www.mcgranewaterengineering.com

Bid Form

Firestone Recharge Project - Contractor Cost Proposal						
Task	Description	Qty	Units	Unit Rate		Cost \$
1	Mob/Demob of "Large" Excavator	1	LS		each	
2	Utility Locates	1	LS		each	
3	Surveying	4	hrs		/hr.	
4	"Large" Excavator Work	24	hrs		/hr.	
5	Mobilize "small" Excavator (optional)	1	LS		each	
6	Small Excavator Work (optional)	8	hrs		/hr.	
7	Provide fencing	1400	ft	\$0.64	/ft	\$896
8	Install fencing	4	hrs		/hr.	
9	Insurance	1	LS		each	
10	Bonding	1	LS		each	
Total \$						
Other nonbid work						
11	Standby time (with large excavator)				/hr.	
12	Standby time (with small excavator)				/hr.	
13	Hourly site work for crew				/hr.	

Contractor Bid and Acknowledgement

The Contractor acknowledges the above terms and conditions and is submitting the bid above in good faith based on the unit rates provided.

Contractor Name (printed) _____ Date: _____

Contractor Signature _____ Mobilization Date: _____

EXHIBIT B
Contractors Bid

Bid Form

Firestone Recharge Project - Contractor Cost Proposal						
Task	Description	Qty	Units	Unit Rate		Cost \$
1	Mob/Demob of "Large" Excavator	1	LS	1,350 ⁰⁰	each	1,350 ⁰⁰
2	Utility Locates	1	LS	186.28	each	186.28
3	Surveying	45	hrs	25630	/hr.	1,281.50
4	"Large" Excavator Work <u>2 days</u>	<u>20 days</u>	hrs	6,615.31	/hr.	13,230.62
5	Mobilize "small" Excavator (optional)	1	LS	400 ⁰⁰	each	400.00
6	Small Excavator Work (optional)	8	hrs	322 ⁰⁰	/hr.	2,582.88
7	Provide fencing	1400	ft	\$0.64	/ft	\$896
8	Install fencing	4	hrs	280 ⁰⁰	/hr.	1,120 ⁰⁰
9	Insurance	1	LS	1,788 ⁰⁰	each	1,788 ⁰⁰
10	Bonding	1	LS	3,425.19	each	3,425.19
Total \$						26,260.47
Other nonbid work						
11	Standby time (with large excavator)			330.75	/hr.	
12	Standby time (with small excavator)			320.00	/hr.	
13	Hourly site work for crew			280.00	/hr.	

Contractor Bid and Acknowledgement

The Contractor acknowledges the above terms and conditions and is submitting the bid above in good faith based on the unit rates provided.

Contractor Name (printed) UNC EXCAVATION Date: 8/30/2018

Contractor Signature  Mobilization Date: 9/8/2018

EXHIBIT C
Performance Bond

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

UDC Excavating
5823 Biscay St.
Denver, CO 80249

SURETY (*Name, and
Address of Principal Place of
Business*):

OWNER (*Name and Address*):

Town of Firestone
151 Grant Avenue (P.O. Box 100)
Firestone, CO 80520

CONTRACT

Effective Date of Agreement: (Date the Agreement is Signed by Firestone)

Amount: \$26,260.47

Description (*Name and Location*): Park Irrigation Test Holes and Test Wells (Firestone, Colorado)

BOND

Bond Number:

Date (*Not earlier than Effective Date of
Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____ Contractor's Name and Corporate Seal By: _____ Signature _____ Print Name _____ Title Attest: _____ Signature _____ Title	(Seal)	_____ Surety's Name and Corporate Seal By: _____ Signature (Attach Power of Attorney) _____ Print Name _____ Title Attest: _____ Signature _____ Title
---	--------------------	--

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefore to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefore.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2 or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. Notice to Surety, Owner or Contractor shall be mailed or delivered to the address shown on the signature page.
10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.I.

Consent Agenda

Meeting Date: September 26, 2018

Initiated By: Dave Lindsay

Dept: Community Resources

AGENDA TITLE

St Vrain Water Treatment Plant Geotechnical Engineering Services Contract

SUMMARY

In support of the design services contract for the St Vrain Water Treatment Plant staff has negotiated a scope and fee with Cesare, Inc. to perform subsurface geotechnical investigations. This testing will be utilized by the design team for the structural design of building foundations and buried structures. Staff presents the attached consulting services contract for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends the Board approve the attached Geotechnical Engineering Services agreement with Cesare, Inc. for an amount not to exceed \$12,200.00 and to authorize the Mayor to execute the agreement on behalf of the Town.

ALTERNATIVES

Board could direct staff to modify the terms of the agreement or to solicit other proposals.

ATTACHMENTS

1. Consulting Agmt-SVWTP Design (Cesare 2018.09.21)

FINANCIAL CONSIDERATIONS

This work will be paid from the Water Fund.

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND CESARE, INC.
FOR GEOTECHNICAL ENGINEERING SERVICES
(St. Vrain Water Treatment Plant Design)**

1.0 PARTIES

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and **Cesare, Inc.**, a Colorado corporation, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Consultant for the purpose of providing geotechnical engineering field services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”) for the McClure Avenue Widening Project.
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The Consultant shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other consultants to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1 The Town shall pay the Consultant for services requested and rendered under this Agreement at the hourly rates plus expenses set forth in Exhibit “A;” provided, however, that the total amount payable for Services under this Agreement shall in no event exceed \$12,200.00. For services compensated at hourly rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Consultant shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates Dave Lindsay, Town Engineer, as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Town Engineer and such person's designees.
- 5.2 The Consultant designates John Durkin, Principle, as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly John Durkin, and such replacement require the Town or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall commence upon execution by the Town and shall proceed until the construction work is completed, unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 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. Evidence of qualified self-insured status may be substituted.

- 7.1.2 Consultant's own automobile liability and physical damage insurance and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by Colorado law (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
 - 7.1.3 Professional liability insurance against errors and omissions with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
 - 7.1.4 General liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Firestone, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Firestone, its officers and its employees, and shall contain a severability of interests provision.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. 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 the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall 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.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights,

immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Town, and its elected and appointed 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 services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the Town or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant'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.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the Town as to end results of the work only. **As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

11.0 ASSIGNMENT

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2 Exhibit B, the “Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant’s Pre-Contract Certification which Consultant has executed and delivered to the Town prior to Consultant’s execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Firestone
Attn: Town Manager
151 Grant Ave.
P.O. Box 100
Firestone, Colorado 80520
Telephone: (303) 833-3291
Fax: (303) 833-4863

If to the Consultant:

John Durkin, PE
Cesare, Inc.
7108 South Alton Way, Building B
Centennial, CO 80112

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant 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, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Date: _____

Attest: _____
Town Clerk

CESARE, INC.
a Colorado corporation,

By: _____

Date: _____

Title: _____

Exhibit A



August 14, 2018

Mr. David B. Lindsay, P.E.
Colorado Civil Group, Inc.
5110 Granite Street, Unit D
Loveland, CO 80538

Subject: Proposed Geotechnical Study
St. Vrain Water Treatment Plant
CR 26 and CR 13
Firestone, Colorado
Proposal No. F180706.A

Dear Mr. Lindsay:

Cesare, Inc. (Cesare) is pleased to submit this proposal to perform a geotechnical study for the proposed St. Vrain Water Treatment Plant site in Firestone, Colorado. Our northern Colorado office Manager, John Durkin, P.E. has provided me with your proposal request and the associated scope of work as developed by FEI Engineers, Inc. (FEI). With our northern Colorado office location in Frederick, our knowledge and experience with local soil conditions, and relationships within the surrounding community, we feel we are ideally suited to provide geotechnical services to the Town of Firestone.

We understand that the proposed project will consist of several elements that include the following:

Element	Construction	Length	Width	Bearing Elevation*
Plant building	Masonry or precast concrete	148	105	At grade to 18' below grade
Clearwell No. 1	Cast-in-place concrete	45	25	12' to 18' below grade
Clearwell No. 2	Cast-in-place concrete	68	38	12' to 18' below grade
Backwash Recovery Basin No. 1	Cast-in-place concrete	55	25	5' to 18' below grade
Backwash Recovery Basin No. 2	Cast-in-place concrete	85	40	5' to 18' below grade
Sludge management pond or basin	Membrane lined pond or Cast-in-place concrete			At grade to 5' below grade

*Relative to finished subgrade elevation.

We anticipate significant grading considering process basin depths up to about 18 feet. In addition, paved drive and parking are planned requiring pavement recommendations. We assume the pavement will be either hot mix asphalt (HMA) or portland cement concrete (PCC) pavement.

The potentially swelling soil map¹ indicates low swell potential soils at the site. We anticipate shallow groundwater due to the nearby creeks, ditches, and water storage reservoirs. These conditions and the potential depths of structures dictate our selection of proposed boring depths.

Based on information provided by FEI and our understanding of it, we propose the following geotechnical program:

1. Cesare will contact the Utility Notification Center of Colorado (811) prior to drilling. Locating any private utilities will be the responsibility of the property owner.
2. Cesare will consider the main plant building and the adjacent clearwells and backwash basins as a single unit (Plant Site) and explore it using five borings over the single area. We feel this should provide adequate coverage in the event final locations of these individual site improvements differ from those conceptually proposed. We will consider the sludge management area separately. We will drill borings at the general locations and depths as follows:

Facility	No. of Borings	Depths (below existing grade)
Plant site	3	60'
Plant site	2	40'
Sludge management	2	20'
Access drive	1	10'

We assume the site is accessible to a rubber tire mounted drill rig.

3. Cesare will perform penetration resistance testing on the soils encountered during drilling to identify pertinent soil layers and sample subsurface materials.
4. Cesare will measure groundwater levels in our borings during drilling and within five days after drilling. Cesare will backfill all the borings with cuttings upon completion of our study.
5. Cesare will conduct field resistivity testing at three locations within the plant site using the Wenner 4-probe method. The spacing on the probes will be sufficient to attain data to the required structural depths.
6. Cesare will conduct laboratory testing to define pertinent engineering properties. We anticipate the testing to consist of gradation, Atterberg limits, swell/consolidation, unconfined compression, R-value, and a corrosion suite. The corrosion suite will complement our field resistivity tests and includes chlorides, pH, and water soluble sulfates.
7. If necessary, Cesare will present interim data verbally as the field and laboratory work progresses.
8. Cesare will analyze the results of the field exploration and laboratory testing to evaluate suitable foundation types, allowable design parameters, and pavement sections.
9. Cesare will provide design parameters for foundations, floor slab construction, excavations, structural and non-structural backfill, shrink/swell factors, lateral earth

¹ Hart, S.S.; Potentially Swelling Soil and Rock in the Front Range Urban Corridor, Colorado; Colorado Geological Survey, Department of Natural Resources, Denver Colorado; 1974.

pressures, IBC seismic site soil classification, drainage recommendations, and other design or construction details that may be effected by the soil conditions encountered.

10. Cesare will submit an electronic copy of the geotechnical study report signed by a Colorado registered professional engineer upon completion of the work. Please notify us if hard copies are desired. An additional fee may be assessed for hard copies.

Cesare proposes to provide the above services for a lump sum fee of \$12,200. Should a scope of work revision from that described above become necessary, with your written authorization we will revise the cost estimates provided herein accordingly. Consultation performed after submittal of our report (draft or final) will be invoiced at the hourly rates listed in our 2018 schedule of fees.

GENERAL CONDITIONS

Cesare warrants that services are performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the project. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts or reports.

The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Cesare and that the data, interpretations and recommendations of Cesare are based solely on the information available and obtained by Cesare. Cesare will be responsible for those data, interpretations and recommendations as indicated above, but shall not be responsible for the interpretations by others of the information developed. Cesare is not responsible for knowledge of previous studies on the subject property unless they are made available to Cesare and their review made part of this Agreement.

In the event the client presents a claim against Cesare at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services; and the client fails to prove such claim upon final adjudication, then the client shall pay all costs incurred by Cesare in defending itself against the claim, including but not limited to personnel-related costs, attorney's fees, court costs and other claim-related expenses.

INVOICES

Invoices will be submitted monthly and on completion of work and are payable on receipt unless other arrangements have been made. A LATE PAYMENT SERVICE CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO UNPAID BALANCES COMMENCING THIRTY (30) DAYS FROM THE DATE OF INVOICE. Attorney's fees or other costs incurred in collecting delinquent amounts shall be paid by the client.

Failure to honor an invoice within thirty (30) days may result in temporary delays in project work due to commitments to paying clients. Cesare reserves the right to cease work on any continuing project where invoices are more than sixty (60) days past due. In no event will a report be issued for projects with invoices more than sixty (60) days past due.

PROPOSALS

Written technical proposals and consulting fee estimates are provided on request. Technical proposals and fee estimates are valid sixty (60) days from the date of the proposal. Acceptance of a proposal after sixty (60) days may result in changes in the scope of services provided and/or consulting fees charged.

RIGHT-OF-ENTRY

Client will provide for right-of-entry of Cesare and all necessary equipment in order to complete the work.

UTILITIES

Cesare will contact 811 prior to conducting investigations on site. Client shall be responsible for designating the location of all other on-site utilities not located by 811 prior to the commencement of work. We will not be liable for damage to subterranean structures (telephone wires, pipes, tanks, etc.) whose locations are not marked in the field prior to our arrival.

SAMPLES

Cesare will retain all remaining soil and rock samples for thirty (30) days after submitting the report on those samples. Further storage or transfer of samples can be made at client's expense upon written request. If we are not notified to retain samples, they will be disposed of.

JOBSITE SAFETY

Neither the professional activities of Cesare, nor the presence of Cesare or its employees and subconsultants at the project site, shall relieve the Owner or Owner's representatives of its obligations, duties, and responsibilities with any health or safety precautions required by any regulatory agencies. Cesare and its personnel have no authority to exercise any control over any other contractor, consultant or their employees in connection with their work or any health or safety programs or procedures. The Client agrees that other contractors or consultants shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with other contractors or consultants.

OWNERSHIP OF DOCUMENTS

Cesare will retain pertinent records relating to the services performed for a period of three years following completion of services hereunder, during which period the records will be made available to the client at all reasonable times.

The documents developed by Cesare are for the sole use of the Client. Neither party may assign and/or transfer, directly or indirectly, in whole or in part, documents developed during Cesare scope of work under this Agreement.

INDEMNIFICATION

The Client expressly agrees to indemnify and save harmless Cesare, its officers, agents, employees, successors, and assigns against any suits, claims, demands, or actions, which are brought against Cesare, its officers, agents, employees, successors and assigns for or as the result of any injuries or

damages received or sustained by any person, firm or corporation; or persons, firms or corporations, resulting from the client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is subject to this Agreement. Cesare is not obligated to indemnify the Client in any manner for the Client's own negligence.

Cesare's services in connection with this contract shall in no way subject the Consultant's individual employees, officers or directors to any personal legal exposure for the work associated with this project.

MEDIATION

In an effort to resolve any conflicts that arise from the services of this contract, the Client and Cesare agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

INSURANCE

Cesare represents that Cesare has such coverage under public liability, property damage and professional liability insurance policies as Cesare deems to be adequate. Certificates for all such policies of insurance shall be provided to client upon written request.

The client agrees that under no circumstances shall the total aggregate liability for any and all claims, losses, costs, damages of any nature whatsoever exceed the limits of Cesare's applicable insurance in force at that time.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit Cesare's liability for the Client's damages to the sum of \$50,000 or Cesare's fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

TERMINATION

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Cesare for all services rendered and all reimbursable costs incurred by Cesare up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving Cesare not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the project by either party to any other entity without the prior written consent of the other party;
- Suspension of the project or Cesare's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

- Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of Cesare, the Client shall pay Cesare, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Cesare in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from the termination.

ASSIGNMENT AND TRANSFER

Neither party may assign and/or transfer, directly or indirectly, all or part of its rights or obligations under this Agreement.

THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Cesare. Cesare's professional services under this Agreement are being performed solely for the client's benefit, and no other entity shall have any claim against Cesare because of this Agreement or the performance or nonperformance of services hereunder.

HAZARDOUS MATERIALS

Cesare agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered by Cesare.

APPLICABLE LAW

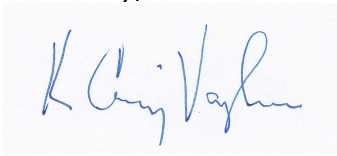
The law of the State of Colorado shall govern the validity of the Agreement, including these general conditions, and its interpretation and performance.

ENTIRE AGREEMENT

This document shall be the entire Agreement and shall supersede any other Agreement between client and Cesare relating to the subject matter thereof. In case of a conflict or inconsistency between these general conditions and any other contract documents, these general conditions shall control.

If this proposal meets with your approval, please sign and return it to this office. Thank you for considering our firm for this study.

Sincerely,

A handwritten signature in blue ink, reading "K. Craig Vaughn", is displayed on a light blue rectangular background.

K. Craig Vaughn, P.E.
Director of Operations and Business Development

JAC2/alr

Attachment: Schedule of Fees

Agreed to this _____ day of _____, 20_____

By: _____

Representing _____

Legal Property Description _____

Invoicing email address _____



SCHEDULE OF FEES ⁽¹⁾

Senior Principal	\$185/hour
Principal	\$165/hour
Senior Consultant.....	\$147/hour
Senior Project Engineer or Senior Project Geologist	\$130/hour
Senior Project Manager.....	\$130/hour
Project Engineer or Project Geologist.....	\$115/hour
Project Manager	\$115/hour
Staff Engineer or Staff Geologist	\$99/hour
Special Inspector.....	\$85/hour
Master Technician	\$78/hour
Field Engineer	\$78/hour
Senior Technician	\$68/hour
Technician	\$57/hour
Technical Support	\$52/hour
Computerized Drafting.....	\$78/hour
MIT-SCAN2 (Dowel and Tie Bar) Scanning	Quoted upon request
Foundation Construction Observations (Excavation/Open Hole, Footing, Reinforcing Steel, Perimeter Drain, Void, Dampproofing, Waterproofing)	Quoted upon request
Concrete Maturity Data Loggers	\$66/each
Coring Operations	\$92/hour
Expenses and Outside Services	At cost +13%
Mileage.....	At current Federal rate
Equipment Rental.....	Quoted upon request
Overtime Premium ⁽²⁾	1.3 x rate
Cesare Holiday Rate ⁽³⁾	2.0 x rate
Night Shift Premium (6 PM to 6 AM)	Rate + \$5/hour

⁽¹⁾ Payment is due within 30 days of receipt of our invoice. A late payment service charge of 1.5% per month will be applied to unpaid balances commencing thirty (30) days from date of invoice.

⁽²⁾ Overtime Premium applies to hours exceeding 8 hours per day or 40 hours per week charged to a single project, and any hours worked on weekends.

⁽³⁾ Cesare holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

The above fees are for 2018.

Exhibit B

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: Cesare, Inc.
(Prospective Contractor)

To: Town of Firestone

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 2018.

Prospective Contractor: Cesare, Inc.

By: _____

Title: _____

Attest: _____

RESOLUTION NO. 18-37

A RESOLUTION APPROVING A FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR OAK MEADOWS TOWNHOMES

WHEREAS, there has been submitted to the Planning and Zoning Commission and Board of Trustees of the Town of Firestone a request for approval of a final plat and final development plan for Oak Meadows Townhomes; and

WHEREAS, all materials related to this application have been reviewed by Town Staff and found with conditions to be in compliance with Town of Firestone subdivision and zoning ordinances, Development Regulations, and related Town ordinances, regulations, and policies; and

WHEREAS, the Firestone Planning and Zoning Commission held a properly noticed public hearing on the application, and has forwarded to the Board of Trustees a recommendation of approval with conditions; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Board of Trustees finds the proposed final plat and final development plan should be approved, subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Final Plat and Final Development Plan for Oak Meadows Townhomes are hereby approved, subject to the conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 26th day of September, 2018.

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

EXHIBIT A
Oak Meadows Townhomes
Final Plat and Final Development Plan
Conditions of Approval

General

1. Provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
2. Execute a subdivision agreement, in a form to be approved by the Town Attorney.
3. Provide evidence of formation of homeowners' association.
4. Execute a deed conveying Tract A to the homeowners' association
5. Consolidate the drainage compliance letter, supplemental drainage analysis, and any other drainage reports or updates into the Final Drainage Report for Oak Meadows Townhomes. Include a drainage map and address any questions or concerns of the Town Engineer.
6. Execute off-site drainage easement across the Town-owned Tract T, Oak Meadows PUD Filing No. 1.

Final Plat

7. On Sheet 1, revise the ownership of Tract B in the Tract Use Summary Table to read "Owner."
8. In the Notes, regarding dedication of easements over Tract A and Tract B, revise each note to read "is hereby dedicated" (not "shall be dedicated").

Final Development plan – Sheet 1 (Cover Sheet)

9. Provide the name of the technical consultants who prepared the FDP.

Final Development Plan – Sheet 2 (General Notes)

10. Confirm whether the townhome units will have basements.
11. Add the following statement to the Parks, Trails and Open Space section: "The regional trail will be constructed at the time that Tract B re-develops."
12. Within the Parks, Trails and Open Space section, provide a cross-reference to any previously recorded dedication that shows the public land dedication has been previously satisfied.
13. In the Controls section, revise the ownership of Tract B in the land use table to read "Owner."

14. In the second to last paragraph of the Water Dedication section, revise “A total of 7 acre-feet” to read “A total of 6.3 acre-feet.”
15. Modify Tract B as reflected in Town Engineer’s redlines.
16. In the Private Maintenance and Enforcement section, revise “Property Owner’s Association” to read “Homeowners’ Association.”
17. Within the Site Design and Architecture section, Note #7, revise to read “The provided enhanced elevations table identifies the architectural treatments required for the noted lots in the FDP.”
18. Within the Elevations and Options Number table, provide an enhance elevation option for the rear elevation of Lot 8.
19. At the end of the third sentence in the last paragraph of the Landscaping section, include an exact date (month and year) for when the temporary irrigation system will be physically disconnected.
20. In the Development Schedule section, provide a sentence that states the following: “This Final Development Plan will expire ____ years from the date of approval.”
21. Within the Development Schedule section, provide information on the specific development schedule for all fencing to be constructed by the developer.

Final Development Plan – Sheet 8 (Landscape Plan West)

22. Add a reference to Note #2.

Final Development Plan – Sheet 14 (Fencing Plan)

23. Under the Vinyl Privacy Fence – 6’ Height Detail, revise “Property Owner’s Association” to read “Homeowners’ Association.”
24. Provide information regarding the development and construction responsibility for all fencing shown.

Final Development Plan – Sheet 17 (Site Details)

25. Specify the color of the mailbox kiosk.

Final Development Plan – Sheet 18 (Overall Utility Plan)

26. Change the inlet numbers to match the Drainage Report. Revise Utility Plans to address Town Engineer redlines.

Final Utility Plans

27. On Sheets 3 and 4 (Site, Easement), label the 20' existing oil/gas pipeline easement. Remove label that this is a 20' utility and access easement, as the plat dedicates a blanket utility, pedestrian and access easement over all of Tract B.
28. On Sheets 3 and 7 (Site and Utility Plan, Tract B note), modify the Tract B note as directed in Town Engineer redlines.
29. On Sheet 7 (Utility Plan), add lot number to the plan. Install a temporary blow-off valve instead of a temporary fire hydrant between Lots 6 and 7 (note has been updated, but the fire hydrant symbol needs to be removed).
30. On Sheet 8 (Sanitary Sewer Plan and Profile), check the water crossing near Station 4+50, as noted in Town Engineer redlines.
31. On Sheet 9 (Water Plan and Profile), check the sanitary sewer crossing at Station 2+08.82, as noted in Town Engineer redlines. Remove the fire hydrant symbol for the 2" temporary blow-off valve assembly. Replace the blow-off detail with the Town's updated detail W-4.
32. On Sheet 10 (Storm Plan and Profile), change the inlet numbers to match the Drainage Report. Call out wrap of storm sewer joints over water main as noted in Town Engineer redlines. Increase size of profile text. Add a headwall at the end of the storm sewer. Confirm 27-inch RCP is a readily available size.



Staff Report

Oak Meadows Townhomes Final Development Plan and Final Plat

**Prepared by the
Town of Firestone for the
Board of Trustees**

September 26, 2018

Applications

This staff report is for Oak Meadows Townhomes Final Development Plan (“FDP”) and the Oak Meadows Townhomes Final Plat “Final Plat”. The applicant for the FDP and Final Plat is Joseph Tarantino.

Notice

Pursuant to the Town Code and Development Regulations, proper notification of the public hearings was published. Proof of notification to owners of interest and surrounding property owners and a property posting log will be provided by the applicants prior to the hearings.

Location and Process

The FDP and Final Plat approximate location encompass the same area and is located west of Oak Meadows Boulevard, south of the single-family residential portion of the Oak Meadows subdivision, west of the multifamily residential development known as Firestone Meadows, and north of the neighborhood commercial development known as Oak Meadow Village. The FDP and Final Plat are the final steps in the Firestone Development Review process prior to the building permit process.

Site Analysis, Circulation and Parking

Oak Meadows Townhomes is zoned as a planned unit development with residential land uses (R-B PUD) and is approximately 4.474 acres in size. The property is located on gently sloping land that drains to the west into the existing regional pond. The area is adequate for the proposed land use. Oak Meadows Townhomes will have a private road that serves the development and provides one point of access and one emergency access to Oak Meadows Boulevard. Parking is consistent with other similar developments in Firestone. Pedestrian access is available via detached sidewalks along one side of the interior residential streets. A tract has been designated, as part of the proposed submittal, to provide the location for a future concrete trail to connect this development and future developments to the west to the Firestone trail to the east.

Plan Analysis

Oak Meadows Townhomes provides 9 townhome buildings for a total of 18 units, with each dwelling unit being on its own platted lot. The intent of this development is to provide a subtle transition from the low density residential subdivision to the north and the commercial development to the south. The project will be consistent with adjacent developments and will complement the overall PUD. Furthermore, the development will comply with applicable landscape, lighting, architecture and signage requirements.

Building Height

The maximum building height for the proposed townhome buildings is approximately 30 feet, in accordance with Firestone development standards.

Fiscal Impacts

Oak Meadows Townhomes will provide more rooftops for the community of Firestone within an area zoned for residential use. The proximity of these homes to I-25 and Colorado Boulevard are ideal for homeowners to shop and commute in the Town of Firestone. The increase of residential options in this area will lead to increased property tax revenues for the Town.

Utility and Services

Public infrastructure and utilities are generally available or will be extended to the site by the developer at the time of the development.

Planning and Zoning Commission and Board of Trustees Conditions and Standards for Approval

For your general reference, attached are the conditions and standards of approval for a PUD district that are stated in the Firestone Development Regulations.

Conditions and Standards for Approval

The Planning Commission and the Town Board of Trustees may approve a PUD application if it meets the intent of these Regulations and complies with the Town Code and other controlling regulations and documents, including the development standards specified herein. The Planning Commission and Town Board shall consider the following in making their decision for approval, approval with conditions, or denial of a PUD:

- A. The proposed PUD district is compatible with present development in the surrounding area, and will not have a significant, adverse effect on the surrounding area;
- B. The proposed PUD district is consistent with the public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;
- C. The proposed PUD district is consistent with the overall direction, intent of Titles 16 and 17 of the Town Code, and the intent and policies of the Town's comprehensive plan and other policy documents of the Town;
- D. The proposed PUD district provides for a creative and innovative design which could not otherwise be achieved through other standard zoning districts;
- E. The exceptions from the zoning regulations requested in the proposed PUD are warranted by virtue of innovative design and amenities incorporated in the PUD district;
- F. The PUD provides adequate circulation in terms of internal street circulation system, designed for the type of traffic generated, for separate living areas, convenience, safety, access, and noise and exhaust control. Proper circulation in parking areas shall be provided in terms of safety, convenience, separation and screening. The PUD should provide for buffering from collector and arterial streets through earthen berms, landscaping, and other methods;
- G. The PUD provides functional open space in terms of practical usability and accessibility, and optimum preservation of natural features, including trees and drainage areas, recreation, views, natural stream courses, bodies of water and wetlands;
- H. To the extent practicable, the PUD provides variety in terms of housing types, housing size, densities, facilities and open space;
- I. The PUD provides for pedestrian and bicycle traffic in terms of safety, separation, convenience, access, destination and attractiveness. If possible, there shall be an internal pedestrian circulation system separate from the vehicular system such that

- allows access to adjacent parcels, parks, open space, or recreational facilities within the PUD as well as links to trail systems of the Town;
- J. Building types in terms of appropriateness to density, site relationship and bulk;
 - K. Building design in terms of orientation, spacing, materials, color, texture, storage, signs and lighting;
 - L. Landscaping of the site in terms of purpose, such as screening, types and materials used, maintenance suitability, water demands and effect on the area;
 - M. Services including utilities, fire, police protection and other such services are available or can be made available to adequately serve the development;
 - N. No structures in the PUD shall encroach on a floodplain except as permitted by the Town's floodplain ordinance;
 - O. No occupied structure shall be located on ground showing severe subsidence potential without adequate design and study approved by the Town;
 - P. Visual relief and variety of visual sitings shall be located within the PUD through building placement, shortened or interrupted street vistas, visual access to open space and other design methods;
 - Q. The fiscal impacts on the Town, relative to expected service provision costs and anticipated revenue to the Town;
 - R. Compliance with the provisions of any applicable intergovernmental agreements;
 - S. The PUD incorporates a lighting plan and facilities to minimize of light drift outside the PUD in an effort to help preserve the night sky;
 - T. To the extent reasonably practicable, the PUD shall strive to incorporate "green" building standards and design guidelines for all residential and commercial development in an effort increase energy efficiency and reduce energy consumption;
 - U. To the extent reasonably practicable, the PUD shall strive to incorporate renewable energy technologies;
 - V. To the extent reasonably practicable, the PUD shall strive to incorporate best management practices in recycling, water conservation, soils preservation and sustainable development practices;
 - W. To the extent reasonably practicable, the PUD shall strive to incorporate Infrastructure design that emphasizes technology that will encourage the development of "knowledge workers" and will facilitate telecommuting.
-

Planning Commission or Board of Trustees Action

The Planning Commission Board or Board of Trustees has the following options relative to the action on applications in general. As necessary additional information relative to continuances, etc. can be provided by the Town Attorney.

- A. Make a decision and vote on the application, using the draft resolution previously prepared, as may be amended during the hearing; or

- B. Make a decision and vote on the application, but request the Town Attorney to prepare findings of fact and conclusions for approval and adoption at the next regular meeting; or
- C. Defer a decision and direct the Town Attorney to prepare findings of fact and conclusions to be submitted to the Board of Trustees at its next regular meeting, with final deliberation, decision and adoption of the findings of fact and conclusion at that meeting; or
- D. Defer a decision until a date certain, as is mutually agreed upon by the Applicant and the Board of Trustees, by which time the record and all evidence can be reviewed. At that time the Board of Trustees can either adopt findings of fact and conclusions or direct the Town Attorney to prepare findings of fact and conclusions for adoption at the next regular meeting after the meeting to which the matter has been deferred.

RECOMMENDATION

Town staff and the Planning Commission recommend approval of the application with a certain amount of conditions that has been provided in the form of a draft resolution for the Board of Trustees public hearing.

DRAWN BY: PLOT DATE: 4/17/2018 10:37 AM
FILE LOCATION: D:\FrontTerra Work Space\218-1701FS FDP and FUP - 03DWG\218-1701FS FDP - 03.dwg

WATER METER TABLE

QUANTITY	SIZE	TYPE
18	5/8"	RESIDENTIAL (SINGLE FAMILY ATTACHED)
1	3/4"	IRRIGATION

LEGAL DESCRIPTION

BEING PART OF PARCEL OF LAND, LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION SIX (6), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT T OF OAK MEADOWS PUD FILING 1 RECORDED APRIL 27, 1999 AS RECEPTION NO. 2689867 OF THE RECORDS OF WELD COUNTY, ASSUMING THE EAST LINE OF SAID OAK MEADOWS PUD FILING 1 AS BEARING NORTH 00°17'22" WEST, AS MONUMENTED AS SHOWN ON THIS PLAT, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°17'22" WEST ALONG THE EASTERLY LINE OF SAID OAK MEADOWS PUD FILING 1 A DISTANCE OF 204.85 FEET TO THE SOUTHWEST CORNER OF TRACT D OF OAK MEADOWS PUD FILING 2 RECORDED SEPTEMBER 7, 2001 AS RECEPTION NO. 2881892 OF THE RECORDS OF WELD COUNTY;

THE FOLLOWING THREE (3) COURSES ARE ALONG THE SOUTHERLY LINES OF SAID OAK MEADOWS PUD FILING 2;

THENCE NORTH 88°23'26" EAST A DISTANCE OF 264.36 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 148.74 FEET, SAID CURVE HAS A RADIUS OF 492.38 FEET, A DELTA OF 17°18'28" AND IS SUBTENDED BY A CHORD THAT BEARS NORTH 79°44'12" EAST A DISTANCE OF 148.17 FEET TO A POINT OF COMPOUND CURVATURE;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST A DISTANCE OF 90.71 FEET, SAID CURVE HAS A RADIUS OF 942.66 FEET, A DELTA OF 5°30'48" AND IS SUBTENDED BY A CHORD THAT BEARS NORTH 73°50'37" EAST A DISTANCE OF 90.67 FEET TO A CURVE NON-TANGENT TO THIS CURVE AND TO THE WESTERLY RIGHT OF WAY LINE OF OAK MEADOWS BOULEVARD;

THE FOLLOWING THREE (3) COURSES ARE ALONG THE WESTERLY RIGHT OF WAY LINES OF SAID OAK MEADOWS BOULEVARD;

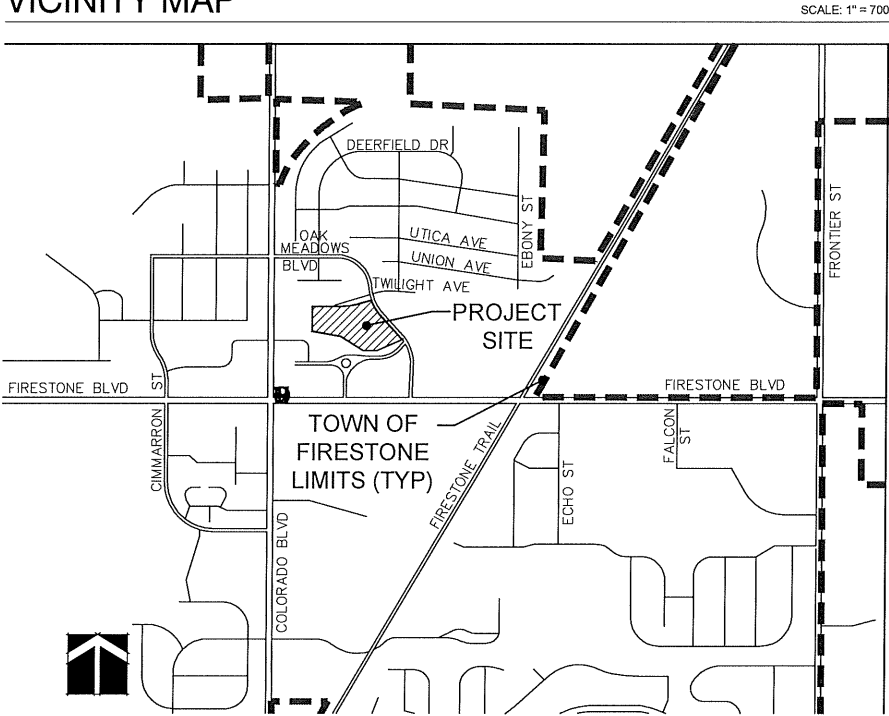
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 135.50 FEET, SAID CURVE HAS A RADIUS OF 327.00 FEET, A DELTA OF 23°44'33" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 30°42'53" EAST A DISTANCE OF 134.54 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 42°35'10" EAST A DISTANCE OF 265.00 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 17.49 FEET, SAID CURVE HAS A RADIUS OF 323.00 FEET, A DELTA OF 3°06'10" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 41°02'05" EAST A DISTANCE OF 17.49 FEET TO A POINT OF TANGENCY AND TO THE NORTHEAST CORNER OF LOT 1 OF OAK MEADOWS VILLAGE RECORDED JULY 28, 2006 AS RECEPTION NO. 3406899 OF THE RECORDS OF WELD COUNTY;

THE FOLLOWING FOUR (4) COURSES ARE ALONG THE NORTHERLY LINES OF SAID OAK MEADOWS VILLAGE;
THENCE SOUTH 65°30'54" WEST A DISTANCE OF 222.69 FEET;
THENCE SOUTH 89°20'04" WEST A DISTANCE OF 123.19 FEET;
THENCE NORTH 59°04'53" WEST A DISTANCE OF 221.18 FEET;
THENCE NORTH 80°30'21" WEST A DISTANCE OF 243.37 FEET;

SAID DESCRIBED PARCEL OF LAND CONTAINS 194,885 SQUARE FEET OR 4.474 ACRES, MORE OR LESS (±).

FINAL DEVELOPMENT PLAN
OAK MEADOWS TOWNHOMES
OAK MEADOWS P.U.D. - PLANNING AREA 1
A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 6, T2N, R67W OF THE 6TH P.M.
COVER SHEET
TOWN OF FIRESTONE
COUNTY OF WELD
STATE OF COLORADO
SHEET 1 OF 18

VICINITY MAP



APPROVAL BLOCK

Approved by the Town Board of Trustees of the Town of Firestone, Colorado this _____ day of _____, 2017; by Resolution No. _____.

Mayor _____ ATTEST: Town Clerk _____

ACCEPTANCE BLOCK AND NOTARY

By signing this FDP, the owner acknowledges and accepts all of the requirements and intent set forth herein

OWNER _____

STATE OF COLORADO)
COUNTY OF WELD) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,

by _____

Witness my hand and official seal.

Notary Public _____

My commission expires _____

SHEET INDEX

- 01 COVER SHEET
- 02 GENERAL NOTES
- 03 PROJECT PLAN
- 04 SITE PLAN (EAST)
- 05 SITE PLAN (WEST)
- 06 OVERALL GRADING PLAN
- 07 LANDSCAPE PLAN (EAST)
- 08 LANDSCAPE PLAN (WEST)
- 09 LANDSCAPE DETAILS
- 10 IRRIGATION LEGEND & NOTES
- 11 IRRIGATION PLAN (EAST)
- 12 IRRIGATION (WEST)
- 13 IRRIGATION DETAILS
- 14 FENCING PLAN
- 15 ADDRESS MAP
- 16 BUILDING ELEVATIONS
- 17 SITE DETAILS
- 18 OVERALL UTILITY PLAN

OWNER:

JOSEPH TARANTINO
3702 VALLEY VIEW CT
LOVELAND, CO 80537
(970) 481-9578
jt@tarantco.com

APPLICANT/DEVELOPER:

JOSEPH TARANTINO
3702 VALLEY VIEW CT
LOVELAND, CO 80537
(970) 481-9578
jt@tarantco.com

ENGINEER:

OWEN CONSULTING GROUP, INC.
7047 E. BALANCING ROCK ROAD
SCOTTSDALE, ARIZONA 85266
(303) 913-5382
larrycowen@comcast.net

LANDSCAPE ARCHITECT:

THE FRONTERRA GROUP
138 E 4TH STREET, STE 1
LOVELAND, COLORADO 80537
(970) 669-3737
david@tfgdesign.com

IRRIGATION DESIGNER:

MPI DESIGNS
P.O. BOX 345
WINDSOR, CO 80550
(970) 402-3047
irrigationlady@gmail.com

SURVEYOR:

KING SURVEYORS, INC.
650 GARDEN DRIVE
WINDSOR, CO 80550
(970) 686-5011
larryp@kingsurveyors.com

FIRESTONE INFORMATION BLOCK	
OAK MEADOWS TOWNHOMES	
FINAL DEVELOPMENT PLAN	
NAME OF APPLICATION	OAK MEADOWS TOWNHOMES
TYPE OF SUBMITTAL	FDP
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	2017.01.20
REVISION DATE:	2017.08.31
REVISION DATE:	2018.04.18
REVISION DATE:	
REVISION DATE:	
SHEET 1 OF 18	

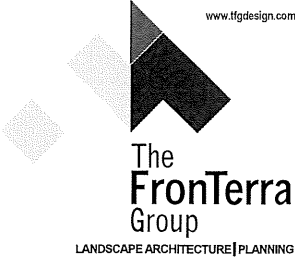
THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF TFG DESIGN, LLC. THE FRONTERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

SHEET TITLE:
COVER SHEET

SHEET NUMBER:

1

SHEET **1** OF **18**



LANDSCAPE ARCHITECTURE|PLANNING

TFG Design, LLC
138 E 4th Street, STE #1
Loveland, CO 80537
(970) 669-3737
design@tfgdesign.com

OWNER:

ATTN: Joseph Tarantino
3702 Valley View Ct
Loveland, CO 80537
(970) 481-9578
jt@tarantco.com

OAK MEADOWS TOWNHOMES

FIRESTONE, COLORADO

FINAL DEVELOPMENT PLAN
OAK MEADOWS TOWNHOMES
OAK MEADOWS P.U.D. - PLANNING AREA 1

A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 6, T2N, R67W OF THE 6TH P.M.

GENERAL NOTES
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 2 OF 18

PROJECT CONCEPT

THE SUBJECT PROPERTY WAS THE SUBJECT OF AN AMENDED OUTLINE DEVELOPMENT PLAN FOR THE OAK MEADOWS P.U.D., WHICH WAS ORIGINALLY APPROVED BY THE TOWN BOARD OF TRUSTEES ON APRIL 26, 2001 AND RECORDED ON JANUARY 22, 2002. A THIRD AMENDMENT TO THE O.D.P. WAS APPROVED BY THE TOWN BOARD ON AUGUST 10, 2016, BY WHICH THE PROPERTY WAS REZONED FROM PLANNED UNIT DEVELOPMENT WITH NEIGHBORHOOD CENTER LAND USES (PUD NC) TO PLANNED UNIT DEVELOPMENT WITH RESIDENTIAL B LAND USES (PUD R-B), WHICH PERMITS MULTI-FAMILY RESIDENTIAL. THE SUBJECT PARCEL, WHICH IS LOCATED WEST OF OAK MEADOWS BLVD., SOUTH OF THE SINGLE-FAMILY RESIDENTIAL PORTION OF THE OAK MEADOWS SUBDIVISION, WEST OF THE MULTI-FAMILY RESIDENTIAL DEVELOPMENT, KNOWN AS FIRESTONE MEADOWS, AND NORTH OF THE NEIGHBORHOOD COMMERCIAL DEVELOPMENT KNOWN AS OAK MEADOWS VILLAGE, COMPRISES 4.474 ACRES. APPROXIMATELY 1.5 ACRES IS ENCUMBERED BY OIL & GAS SETBACKS AND IS, THEREFORE, NOT DEVELOPABLE AS BUILDING SITES. HOWEVER, THIS PORTION OF THE SITE IS STILL AVAILABLE FOR DEVELOPMENT AS OPEN-SPACE, AND IS CONSIDERED AS SUCH FOR PURPOSES OF THIS APPLICATION.

THE DEVELOPMENT PLAN PRESENTED HERewith IS COMPRISED OF NINE (9) TOWNHOME BUILDINGS FOR A TOTAL OF EIGHTEEN (18) UNITS. THE INTENT OF THIS DEVELOPMENT IS TO PROVIDE A SUBTLE TRANSITION FROM THE LOW DENSITY RESIDENTIAL SUBDIVISION TO THE NORTH AND THE COMMERCIAL DEVELOPMENT TO THE SOUTH, THEREBY ENHANCING THE RESIDENTIAL CHARACTER OF THE EXISTING NEIGHBORHOOD. THIS DEVELOPMENT PRESERVES ACCESSIBILITY THROUGH THE PARCEL TO THE PARKS AND OPEN SPACES PROVIDED FOR IN THE ORIGINAL ODP FOR THE OAK MEADOWS DEVELOPMENT, APPROVED BY THE TOWN IN 1997, AND PROVIDES A PEDESTRIAN CONNECTION TO THE REGIONAL FIRESTONE TRAIL IDENTIFIED IN THE TOWN OF FIRESTONE COMPREHENSIVE PLAN. DEVELOPMENT OF THE PARCEL WILL ALSO PROVIDE OPEN SPACE, WITHIN THE DEVELOPMENT, FOR THE USE OF RESIDENTS OF THE DWELLINGS.

SITE DESIGN AND ARCHITECTURE

GENERAL: THE SITE DESIGN OF OAK MEADOWS TOWNHOMES PROVIDES A VARIETY OF TWO-FAMILY, SINGLE-STORY AND TWO-STORY, RESIDENTIAL BUILDINGS, WITH EACH DWELLING UNIT BEING ON ITS OWN PLATTED LOT. THE LOTS RANGE IN SIZE FROM NOT LESS THAN 3,500 S.F. UP TO APPROXIMATELY 7,500 S.F. IN AREA, WITH INDIVIDUAL DWELLING UNITS BETWEEN 1,140 S.F. AND 1,550 S.F. THE SIZE AND ARCHITECTURE OF THE BUILDINGS SELECTED FOR THIS DEVELOPMENT ARE CONSISTENT WITH THOSE IN THE ADJACENT SINGLE-FAMILY PORTION OF OAK MEADOWS SUBDIVISION. EACH OF THE BUILDING WILL PROVIDE BASEMENTS FOR THEIR SAID RESIDENTS SO AS TO SUPPORT A DIVERSITY IN FLOOR PLANS. A MIX OF FOUR DIFFERENT FLOOR PLANS AND FRONT ELEVATIONS ARE PROVIDED TO MINIMIZE ANY APPEARANCE OF REPETITIVENESS WITHIN THE DEVELOPMENT, AND NO TWO ADJACENT OR OPPOSING BUILDINGS WILL BE OF THE SAME DESIGN. EACH OF THE DWELLING UNITS INCLUDE AN ATTACHED 2-CAR GARAGE, WITH SUFFICIENT INDIVIDUAL DRIVEWAY SPACE TO ACCOMMODATE TWO ADDITIONAL VISITOR VEHICLES. ADDITIONAL, UNALLOCATED VISITOR'S PARKING IS PROVIDED THROUGHOUT THE DEVELOPMENT. THE BUILDINGS ARE LOCATED AND ORIENTED TO MAXIMIZE THE OPEN SPACE BETWEEN THE BUILDINGS AND TO AVOID A REGIMENTED APPEARANCE, THE PRIVATE ROAD, THAT SERVES THE DEVELOPMENT, IS LAID OUT SO AS TO PROVIDE VIEW CORRIDORS TO THE MOUNTAINS. IN ADDITION TO THE PRIMARY VEHICULAR ACCESS, A SECONDARY EMERGENCY ACCESS IS PROVIDED AS REQUIRED BY EMERGENCY SERVICE PROVIDERS. TOWNHOME BUILDING HEIGHTS NOT TO EXCEED 35' MAX. BUILDING FACADES WILL BE CREATED TO PROVIDE VARIETY AND VISUAL INTEREST WHILE COMPLIMENTING ONE ANOTHER IN A UNIFORM FASHION. THIS WILL BE ACHIEVED THROUGH THE USE OF MATERIALS VARYING IN COLOR, TEXTURE AND DEPTH, VARYING FOCAL POINTS, VARYING WINDOW SHAPES AND SIZES. COLORS ARE TO REFLECT NEUTRAL EARTH TONE PALATE WITH ACCENT COLORS ENHANCING THE STRUCTURES OVERALL APPEARANCE.

ARCHITECTURE: ARCHITECTURAL STANDARDS WILL CONFORM TO TOWN REGULATIONS AND MUNICIPAL CODE AS THEY MAY BE AMENDED FROM TIME TO TIME.

ELEVATIONS

SAMPLE FRONT ARCHITECTURAL ELEVATIONS INDICATING THE GENERAL ARCHITECTURAL STYLE HOMES ARE SHOWN ON SHEET 16. ALL HOMEBUILDERS SHALL SUBMIT PLANS THAT ARE GENERALLY CONSISTENT WITH THE NOTED SAMPLE FRONT ELEVATIONS AND MEETS THE ARCHITECTURAL AND DEVELOPMENT STANDARDS NOTED BELOW:

1. GENERALLY, WHEN LOOKING AT THE FRONT OF ANY LOT, THE RIGHT ELEVATION IS TO THE RIGHT OF THE FRONT, THE LEFT ELEVATION IS TO THE LEFT OF THE FRONT AND THE REAR ELEVATION IS OPPOSITE THE FRONT OF THE LOT (I.E. THE FRONT ELEVATION).
2. ROCK MEANS ROCK, BRICK, STONE OR CULTURED STONE.
3. ALL HOMES SHALL HAVE A MINIMUM OF 25% OF THE ENTIRE FRONT ELEVATION (WITH THE AREA OF THE GARAGE ALSO INCLUDED IN THE CALCULATION) IN ROCK. THE TOWN PLANNER IN HIS SOLE DISCRETION MAY REDUCE THE REQUIREMENT TO 20%, IF IT CAN BE DEMONSTRATED THAT THE ELEVATION DOES NOT NEED 25% TO BE AESTHETICALLY PLEASING OR TO AVOID A SITUATION WHERE ROCK WOULD BE REQUIRED ON THE SECOND STORY.
4. ALL HOMES SHALL MEET THE FOLLOWING ARCHITECTURAL STANDARDS:
 - A. ALL LAP SIDING SHALL BE NO LESS THAN 8-INCHES WITH NO LESS THAN A 7-INCH EXPOSURE. COTTAGE SIDING IS PROHIBITED.
 - B. ALL WINDOWS AND BUILDING CORNERS MUST HAVE A MINIMUM OF A 4-INCH TRIM BOARD.
 - C. ROOF MATERIALS SHALL BE DIMENSIONAL ASPHALT SHINGLE TREATMENT DESIGNED TO PROVIDE INCREASED CONTRAST AND SHADOWS. THE ROOF COLORS SHALL COORDINATE WITH OR COMPLEMENT THE MAIN COLOR OF THE STRUCTURE.
 - D. SIMILAR HOUSE ELEVATIONS SHALL NOT BE PLACED NEXT TO OR DIRECTLY ACROSS FROM ONE ANOTHER.
 - E. DETACHED GARAGES ARE NOT PERMITTED.
 - F. ALL RESIDENTIAL HOMES SHALL BE "STICK BUILD" AND HAVE A MINIMUM OF A TWO CAR GARAGE.
 - G. ALL HOMES SHALL HAVE A MINIMUM FLOOR AREA OF 1,100 SQUARE FEET FOR RANCH PLANS (SINGLE STORY) AND 1,400 SQUARE FEET FOR MULTI-LEVEL PLANS.
 - H. ALL HOMES SHALL HAVE A BASEMENT WHERE TECHNICALLY FEASIBLE AS DETERMINED BY THE TOWN ENGINEER. WHERE A BASEMENT IS NOT FEASIBLE, THE HOMES SHALL HAVE "CRAWL SPACES".
5. ENHANCED ELEVATION OPTION 1 SHALL MEAN THE ELEVATION SHALL HAVE A MINIMUM OF 25% ROCK OR CULTURED STONE, WITH AT LEAST ONE WINDOW. ALL WINDOWS SHALL HAVE SHUTTERS.

THE FOLLOWING ITEMS SHALL ALSO BE INCLUDED IN WITH OPTION 1:

- A. THE REAR ELEVATION MUST INCLUDE AT LEAST TWO WINDOWS OR ONE WINDOW AND ONE DOORWAY.
- B. THE REAR ELEVATION SHALL HAVE A MINIMUM OF TWO ROOF BREAKS TO CREATE A VARIATION IN ROOF MASSING.
- C. THE REAR WALL SHALL INCLUDE AT LEAST ONE OF THE FOLLOWING ELEMENTS:
 1. ANGLED OR BOX BAY.
 2. DECK OR BALCONY.
6. ENHANCED ELEVATION OPTION 2 SHALL MEAN THE ELEVATION SHALL HAVE AT LEAST ONE WINDOW. ALL WINDOWS SHALL HAVE SHUTTERS. THE FOLLOWING ITEMS SHALL ALSO BE INCLUDED IN WITH OPTION 2:
 - A. THE REAR ELEVATION SHALL HAVE A MINIMUM OF TWO ROOF BREAKS TO CREATE A VARIATION IN ROOF MASSING.
 - B. DECORATIVE GABLE END VENT OR VENTS.
 - C. THE REAR WALL SHALL INCLUDE AT LEAST ONE OF THE FOLLOWING ELEMENTS:
 1. ANGLED OR BOX BAY.
 2. DECK OR BALCONY.
7. AT TIME OF BUILDING PERMIT, AN ENHANCED UPDATED ELEVATIONS TABLE WILL BE PROVIDED WHICH IDENTIFIES THE ARCHITECTURAL TREATMENTS REQUIRED FOR THE NOTED LOTS IN THE FDP N/A FORM SIMILAR TO THE CHART NOTED BELOW.

Lot Numbers	Elevations and Options Number		
	Right	Left	Rear
1	1		1
2			1
3 & 4			1
5			1
6			
7	1	1	1
8			
9 & 10			1
11 & 12			1
13			1
14		1	1
15	1		1
16			1
17			1
18	1		

PARKS, TRAILS AND OPEN SPACE

PRIVATE OPEN SPACE IS PRESENT, THROUGHOUT THE DEVELOPMENT, AROUND THE PERIMETER OF EACH BUILDING, WITHIN THE INDIVIDUAL LOTS. THIS ARRANGEMENT WILL SEPARATE THE RESPECTIVE BUILDINGS, THE PRIVATE OPEN SPACES WITHIN THE DEVELOPMENT WILL BE MAINTAINED AND MANAGED BY THE INDIVIDUAL PROPERTY OWNERS. A SIGNIFICANT AMOUNT OF COMMON OPEN SPACE IS PROVIDED IN THE GAS WELL ENCUMBERED PORTION OF THE SITE TO THE WEST. THIS FDP IS CONSISTENT WITH THE OPEN SPACE PLAN INCLUDED IN THE ORIGINAL PLAN FOR THE OAK MEADOWS SUBDIVISION. THE FINAL DESIGN FOR THE DEVELOPMENT AND THE FINAL PLAT FOR THE SUBDIVISION OF THE SITE INCLUDE A DESIGNATED EAST-WEST CORRIDOR, ALONG THE NORTH PERIMETER OF THE SITE, CONNECTING THE ADJACENT OPEN SPACE TO THE WEST OF THE SITE WITH OAK MEADOWS BOULEVARD TO THE EAST, AT A POINT THAT IS COMPATIBLE WITH THE EXTENSION OF A PEDESTRIAN CORRIDOR EASTWARD TO CONNECT TO THE FIRESTONE TRAIL.

COMMON OPEN SPACE

THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE DEVELOPMENT AND MAINTENANCE OF ALL COMMON OPEN SPACE WITHIN THE DEVELOPMENT.

LANDSCAPING

LANDSCAPE TREATMENTS ARE USED TO ENHANCE THE PRIMARY ENTRANCE AND TO PROVIDE SHADE AND BUFFER THE DEVELOPMENT FROM ADJACENT OAK MEADOWS BOULEVARD. AN ASSORTMENT OF DECIDUOUS AND EVERGREEN TREES, SHRUBS AND GROUND COVERS ARE USED TO PROVIDE COLOR AND INTEREST YEAR ROUND.

NATIVE SEED AREAS ARE TO BE TEMPORARILY IRRIGATED FOR ESTABLISHMENT ONLY. THE TOWN ENGINEER SHALL BE PRESENT FOR THE DISCONNECTION OF THE IRRIGATION SYSTEM FOR THE NATIVE SEED AREAS. THE TEMPORARY IRRIGATION SYSTEM SHALL BE PHYSICALLY DISCONNECTED AT TIME THE NATIVE SEED HAS PROPERLY ESTABLISHED.

SIGNS

A MONUMENT SIGN WILL BE LOCATED AT THE PRIMARY ENTRANCE TO THE DEVELOPMENT ALONG OAK MEADOWS BOULEVARD. THIS SIGN WILL BE CONSTRUCTED OF A MASONRY BASE WITH A SIGN FACE LIT BY INTEGRATED DOWNLIGHTS.

ROAD SIGNS ARE IDENTIFIED ON THE SITE PLAN AND IN THE FINAL UTILITY PLANS. A STOP SIGN IS PROVIDED AT THE MAIN ACCESS POINT, NO PARKING SIGNS ARE PROVIDED ALONG PARADISE LANE (PRIVATE DRIVE), "NO PARKING" SIGNS ARE LOCATED AT THE END OF THE PRIVATE DRIVE IN FRONT OF THE EMERGENCY ACCESS, AN EMERGENCY ACCESS ONLY SIGN IS PROVIDED ON OAK MEADOWS BOULEVARD AND AN ADA VAN ACCESSIBLE SIGN IS PROVIDED AT THE ADA PARKING SPACE.

BUILDING ADDRESS NUMBERS ARE LOCATED ON EACH BUILDING AND ARE EASILY IDENTIFIABLE FROM THE PRIVATE DRIVE.

PRIVATE MAINTENANCE AND ENFORCEMENT

A HOMEOWNERS ASSOCIATION WILL BE ESTABLISHED TO ADMINISTER AND ENFORCE APPROPRIATE COVENANTS AND CONDITIONS WITHIN THE DEVELOPMENT. MAINTENANCE OF THE COMMON OPEN SPACE, VISITOR PARKING STALLS AND STORM SEWER WILL BE PROVIDED FOR BY THE PROPERTY OWNER'S ASSOCIATION.

DRAINAGE

AS THIS PROPERTY IS GENTLY SLOPING TO THE WEST, STORMWATER RUNOFF FROM THIS PROPERTY WILL BE CONVEYED OVERLAND AND, ADDITIONALLY, COLLECTED AND CONVEYED IN A PIPE TO THE EXISTING REGIONAL DETENTION POND. ON-SITE DETENTION IS NOT NECESSARY FOR THIS DEVELOPMENT AS THE EXISTING DRAINAGE AND DETENTION FACILITIES WERE DESIGNED AND CONSTRUCTED TO ACCEPT THE DEVELOPED DRAINAGE FROM THIS SITE. DISCHARGE RATES FROM THE DETENTION POND WILL BE LESS THAN THE HISTORIC DISCHARGE FROM THE PRE-DEVELOPMENT SITE. THIS DEVELOPMENT SITE IS NOT SUBJECT TO ANY FLOODPLAIN OR FLOODWAY RESTRICTIONS. DRAINAGE IMPROVEMENTS WILL BE INSTALLED AS PART OF THE PROGRAM OF SITE DEVELOPMENT, ALONG WITH WATER, SEWER AND STREET IMPROVEMENTS. A DRAINAGE LETTER FOR THE DEVELOPMENT IS INCLUDED WITH THE FDP SUBMITTAL TITLED "OAK MEADOWS TOWNHOMES DRAINAGE COMPLIANCE LETTER" DATED APRIL 12, 2018 PREPARED BY OWEN CONSULTING GROUP, INC.

UTILITIES

POLICE PROTECTION

THE FIRESTONE POLICE DEPARTMENT WILL PROVIDE POLICE PROTECTION FOR THIS DEVELOPMENT.

FIRE PROTECTION

THE FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT WILL PROVIDE FIRE PROTECTION FOR THIS DEVELOPMENT.

RECREATION

THIS DEVELOPMENT IS WITHIN THE CARBON VALLEY RECREATION DISTRICT.

POTABLE WATER

THE TOWN OF FIRESTONE WILL SUPPLY POTABLE WATER TO THE DEVELOPMENT.

SANITARY SEWER

THE ST. VRAIN SANITATION DISTRICT WILL SERVE THE SANITARY SEWER NEEDS FOR THIS DEVELOPMENT.

ELECTRICITY

UNITED POWER WILL PROVIDE ELECTRICITY TO THE SITE. EASEMENTS WILL BE LOCATED THROUGHOUT THE PROPERTY, AS NECESSARY, TO ACCOMMODATE THE INFRASTRUCTURE FOR THIS UTILITY.

NATURAL GAS

BLACK HILLS ENERGY WILL PROVIDE GAS SERVICE TO THE DEVELOPMENT. GAS LINES WILL BE PLACED WITHIN AN EASEMENT ALONG THE FRONTAGE OF ALL UNITS WITHIN THE DEVELOPMENT.

TELEPHONE / CABLE

TELEPHONE AND CABLE SERVICE ARE PROVIDED BY CENTURY LINK AND COMCAST, RESPECTIVELY. THE INFRASTRUCTURE FOR THESE UTILITIES WILL BE PLACED WITHIN AN EASEMENT ALONG THE FRONTAGE OF ALL UNITS WITHIN THE DEVELOPMENT.

ADJACENT PROPERTIES

ADJACENT PROPERTY USES AND SUBDIVISION NAMES ARE IDENTIFIED ON THIS FINAL DEVELOPMENT PLAN.

SETBACKS

1. DECKS MAY BE COVERED PROVIDED SUCH COVER DOES NOT EXTEND INTO THE BUILDING SETBACKS.

2. UNCOVERED DECKS ARE PERMITTED IF THEY MEET THE FOLLOWING STANDARDS:

- A DECK SHALL BE NO CLOSER THAN 14 FEET FROM THE REAR PROPERTY LINE. DECK SETBACKS SHALL BE MEASURED FROM THE LOT LINE TO ANY PORTION OF THE DECK.
- NO DECK SHALL BE CONSTRUCTED WITHIN THE SIDE SETBACKS OR UPON ANY ESTABLISHED EASEMENT.
- DECKS SHALL BE NO GREATER THAN 30 INCHES IN HEIGHT UNLESS THE DECK IS CONSTRUCTED WITHIN THE STANDARD BUILDING SETBACK.

SETBACK	MINIMUM DISTANCE
FRONT SETBACK	20'
SIDE SETBACK	5'
ADJACENT TO OAK MEADOWS BOULEVARD	20'
REAR SETBACK	20'
EXISTING OIL/GAS WELL	150'
EXISTING OIL/GAS PRODUCTION FACILITY	200'

OUTDOOR STORAGE AREAS

NO OUTDOOR STORAGE AREAS ARE PROPOSED IN THIS FINAL DEVELOPMENT PLAN. ALL EQUIPMENT AND VEHICLES NECESSARY FOR MAINTENANCE OF THE DEVELOPMENT WILL BE BROUGHT IN FROM OFF-SITE, AS NECESSARY.

ENVIRONMENTAL IMPACT MITIGATION STATEMENT

THIS SITE DOES NOT CONTAIN ANY ENVIRONMENTALLY SIGNIFICANT AREA, HAZARD OR FEATURE, INCLUDING SCENIC CORRIDORS, ARCHEOLOGICAL SITES, WILDLIFE MIGRATION ROUTES OR CROSSINGS FOR LARGE MAMMALS. WITH THE EXCEPTION OF TWO EXISTING GAS WELLS AND ONE OIL AND GAS PRODUCTION FACILITY, THE SITE IS VACANT, AND THERE ARE NO TREES OR UNIQUE HABITATS WITHIN THE BOUNDARIES OF THE SITE, NOR ARE THERE ANY MAJOR DRAINAGE COURSES. THEREFORE, THERE WILL BE NO IMPACTS TO ANY SIGNIFICANT NATURAL FEATURES OR ENVIRONMENTALLY SENSITIVE AREAS.

OIL AND GAS COMPANY ACCESS

THE DEVELOPERS OF THE PROPERTY WILL COOPERATE WITH INDIVIDUALS AND/OR COMPANIES OPERATING THE OIL AND GAS WELLS ON THE PROPERTY, AND THE DEVELOPMENT OF THE SITE WILL PRESERVE ADEQUATE AND APPROPRIATE ACCESS TO THOSE WELLS FOR THE PURPOSES OF OPERATION AND MAINTENANCE. CURRENTLY AND EXISTING DIRT ACCESS ROAD EXISTS ON THE WEST SIDE OF THE PROPERTY. IT IS ACCESSED FROM THE END OF TWILIGHT AVENUE ON THE NORTH END AND ACCESSED FROM THE EXISTING SECONDARY ACCESS ROAD FOR "OAK MEADOWS VILLAGE" ON THE SOUTH END. SEE THE PROJECT PLAN SHEET FOR LOCATION. CONSTRUCTION OF THE STORM UTILITIES CROSSING THE ACCESS ROAD WILL BE COORDINATED WITH THE OIL AND GAS COMPANY, SO AS TO NOT DISRUPT OPERATIONS AND DEVELOPMENT, AS SHOWN ON SHEET 3.

CONTROLS

OPEN SPACE & TRAILS	OWNERSHIP	MAINTENANCE
TRACT A	HOMEOWNER'S ASSOCIATION	HOMEOWNER'S ASSOCIATION
TRACT B	JOSEPH TARANTINO	HOMEOWNER'S ASSOCIATION

THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR ALL COMMON OPEN SPACE WITHIN THE DEVELOPMENT. *THE REGIONAL TRAIL LOCATED IN TRACT B WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, UNTIL SUCH TIME THAT THE ADJACENT REGIONAL TRAIL IS CONNECTED TO THE FIRESTONE TRAIL AND TO COLORADO BLVD.; AT WHICH TIME THE TOWN WILL ASSUME OPERATIONS AND MAINTENANCE OF THE TRAIL.

DEVELOPMENT SCHEDULE

CONSTRUCTION IS SCHEDULED TO BEGIN AFTER THE APPROVAL OF THE FINAL PLAT AND FDP, IN 2018. COMMON AREAS (PARKS, OPEN SPACE AND TRAILS) AND ALL INFRASTRUCTURE (ROADS, WALKS AND UTILITIES) TO BE CONSTRUCTED BY THE DEVELOPER. IT IS ANTICIPATED TO TAKE 6 MONTHS TO CONSTRUCT THE INFRASTRUCTURE AND COMMON AREAS. OVERALL, TOWNHOME CONSTRUCTION IS DEPENDENT UPON CURRENT MARKET CONDITIONS. AT THIS TIME, IT IS ANTICIPATED THAT TOWNHOME CONSTRUCTION WILL BEGIN AFTER SUBSTANTIAL COMPLETION OF UTILITY AND STREET INFRASTRUCTURE. TOWNHOMES AND ASSOCIATED FENCING ARE TO BE CONSTRUCTED BY THE BUILDER ON EACH INDIVIDUAL LOT.

Residential Density	Acreage	Units	DU/AC (Gross/Net*)	% of Total	Owned By	Maintained By
SINGLE-FAMILY ATTACHED (0-10,000 SF PRIVATE LOTS)	2.00	18	4.02 DU/AC	44.6%	Private Owner	Private Owner
OPEN SPACE (COMMON)	2.022	N/A	N/A	45.2%	Homeowner's Association	Homeowner's Association
PARKING / DRIVES (COMMON)	0.452	N/A	N/A	10.2%	Homeowner's Association	Homeowner's Association
TOTAL SITE AREA	4.474	18		100%		

* Net and Gross Residential Density is the same. No additional Public ROW dedications are required.

Note: 3,500 SF minimum lot size to 10,000 SF maximum lot size allowed.

OPEN SPACE	Land Use	Surface Coverage (Square Feet)	Surface Coverage (Acreage)	% of Total
	BUILDINGS	23,891	0.549	12.3%
	PAVED AREAS	26,357	0.605	13.5%
	PARKING AREAS	1,327	0.030	0.7%
	PRIVATE LOT LANDSCAPE AREA	55,235	1.268	28.3%
	COMMON OPEN SPACE	20,178	0.463	10.4%
	COMMON OPEN SPACE (OIL/GAS SETBACK)	67,897	1.559	34.8%
	TOTAL	194,885	4.474	100%

PARKING

TWO OFF-STREET PARKING SPACES ARE PROVIDED FOR EACH UNIT. THE FOLLOWING IS A SUMMARY OF PARKING PROVIDED:

Land Use	No. of Units	No. of Spaces Provided	Visitor Parking	Handicap Parking	Internal Landscape Area (Visitor Parking)
SINGLE-FAMILY ATTACHED	18	44	8	1	680 SF

NOTES:

1. ON-STREET PARKING WITHIN THE DEVELOPMENT WILL BE PROHIBITED.
2. (1) ONE VAN ACCESSIBLE PARKING SPACE IS PROVIDED FOR THE (8) EIGHT OFF-STREET VISITOR PARKING SPACES. EACH PRIVATE RESIDENCE CAN ACCOMMODATE (2) OFF-STREET PARKING SPACES.

TRACT USE TABLE

	TOTAL AREA	USE	PAVED/IMPERVIOUS AREA	IRRIGATED LANDSCAPE AREA
TRACT A	23,400 (SQ FT)	RESIDENTIAL	19,706 (SQ FT)	5,227 (SQ FT) *
TRACT B	84,496 (SQ FT)	OPEN SPACE	5,973 (SQ FT)	NONE (TEMPORILY IRRIGATED)

* INCLUDES OAK MEADOWS BLVD R.O.W. IRRIGATION

WATER DEDICATION

WATER DEDICATION WAS DETERMINED BASED ON INFORMATION PROVIDED BY THE APPLICANT. THE TOTAL AMOUNT OF WATER TO BE DEDICATED TO THE TOWN WAS CALCULATED BASED ON ACRES OF IRRIGATED LANDSCAPING ON TRACT "A" AND TOTAL ESTIMATED DOMESTIC (IN-BUILDING) DEMAND. THE TOWN SHALL AT ALL TIMES HAVE THE RIGHT TO REQUIRE ADDITIONAL WATER DEDICATION IF ACTUAL CONSUMPTION ON TRACT "A" EXCEEDS THIS CALCULATED ESTIMATE. IF THE TOWN DETERMINES THAT ADDITIONAL WATER IS TO BE DEDICATED, THE HOMEOWNERS ASSOCIATION SHALL PROVIDE THE WATER WITHIN 30 DAYS WRITTEN NOTICE BY THE TOWN. THE ADDITIONAL DEDICATION SHALL BE BASED ON THE TOWN'S CURRENT WATER DEDICATION POLICIES.

THE TOWN OF FIRESTONE HAS DETERMINED THE REQUIRED RAW WATER DEDICATION TO BE:

RESIDENTIAL DEMAND

OF DWELLING UNITS = 18 @ 0.336 ACRE-FEET / UNIT = 6.048 ACRE-FEET

TOTAL DOMESTIC DEMAND = 6.048 ACRE-FEET

IRRIGATION DEMAND TRACT "A" (INCLUDES OAK MEADOWS BLVD R.O.W. IRRIGATION)

TRACT "A" = 0.12 ACRES @ 2.20 AC-FT/ACRE = 0.264 ACRE-FEET

TOTAL IRRIGATION DEMAND = 0.264 ACRE-FEET

A TOTAL OF 7 ACRE-FEET SHALL BE REQUIRED TO MEET DEMAND FOR THIS FDP. THE WATER DEDICATION OBLIGATIONS FOR THIS FDP SHALL BE SATISFIED FROM WATER PREVIOUSLY DEDICATED TO THE TOWN AND MANAGED AS A POOL FOR THE BENEFIT OF OAK MEADOWS DEVELOPMENT. THE REQUIRED SHARES SHALL BE TRANSFERRED OUT OF THE WATER BANK THAT WAS ESTABLISHED AT THE TIME OF APPROVAL OF THE OAK MEADOWS P.U.D.

THE COMMON OPEN SPACE AREA IN TRACT "B" (1.94 AC+/-) WILL BE PLANTED WITH NATIVE GRASSES, WHICH WILL REQUIRE IRRIGATION UNTIL OCTOBER 1, 2019. ACCORDINGLY, NO WATER RIGHTS DEDICATION IS MADE IN CONNECTION WITH TRACT "B".



TFG Design, LLC
138 E 4th Street STE #1
Loveland CO 80537
(970) 659-3737
design@tfgdesign.com

OWNER:

ATTN: Joseph Tarantino
3702 Valley View Ct
Loveland, CO 80537
(970) 481-9578
j@tarantinc.com

OAK MEADOWS TOWNHOMES

FIRESTONE, COLORADO

PROJECT INFORMATION:
PROJECT NUMBER: 218-1701FS
DATE: JAN 20, 2017
PHASE: FDP

REVISIONS:
20180417 3rd Resubmittal

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF TFG DESIGN, LLC. THE FRONTERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

SHEET TITLE:
GENERAL NOTES

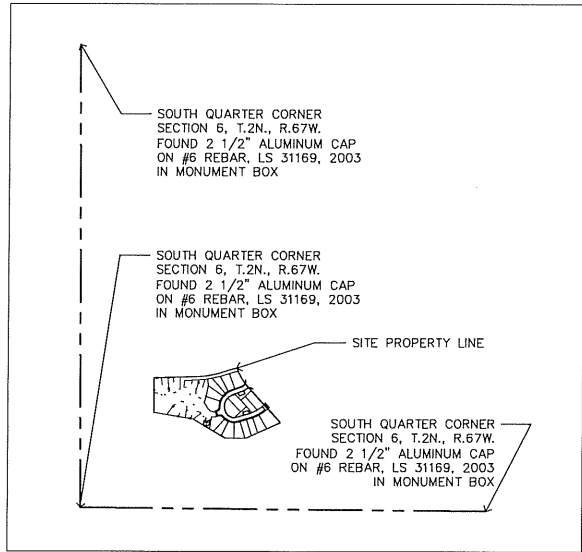
SHEET NUMBER:

2

SHEET 2 OF 18

FINAL DEVELOPMENT PLAN
OAK MEADOWS TOWNHOMES

OAK MEADOWS P.U.D. - PLANNING AREA 1
A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 6, T2N., R67W OF THE 6TH P.M.
PROJECT PLAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 3 OF 18



RECORDED MONUMENTS

SCALE: 1" = 500'

OWNER:

ATTN: Joseph Tarantino
3702 Valley View Ct
Loveland, CO 80537
(970) 481-9578
j@tarantino.com

OAK MEADOWS TOWNHOMES

FIRESTONE, COLORADO

PROJECT INFORMATION:

PROJECT NUMBER: 218-1701FS
DATE: JAN 20, 2017
PHASE: FDP

REVISIONS:

20180417 3rd Resubmittal

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF TFG DESIGN, LLC. THE FRONTERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

SHEET TITLE:

PROJECT PLAN

SHEET NUMBER:

3

SHEET 3 OF 18

FIRESTONE INFORMATION BLOCK	
OAK MEADOWS TOWNHOMES	
FINAL DEVELOPMENT PLAN	
NAME OF APPLICATION:	OAK MEADOWS TOWNHOMES
TYPE OF SUBMITTAL:	FDP
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	2017.01.20
REVISION DATE:	2017.08.31
REVISION DATE:	2018.04.18
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 3 OF 18	



SCALE: 1"=40'

0 20 40 80 120

TRACT NOTES:

TRACT "A": A PUBLIC ACCESS EASEMENT AND A STORM DRAIN EASEMENT ARE DEDICATED OVER ALL OF TRACT "A", AN EXCLUSIVE POTABLE WATER AND SANITARY SEWER EASEMENT IS DEDICATED OVER ALL OF TRACT "A", EXCEPT THAT OTHER UTILITIES SHALL BE ALLOWED PERPENDICULAR CROSSING OF TRACT "A".

TRACT "B": A PUBLIC ACCESS EASEMENT AND A UTILITY EASEMENT ARE DEDICATED OVER ALL OF TRACT "B".

PROJECT PLAN NOTES:

- SEE SITE PLAN SHEETS FOR PROPOSED FENCE LOCATIONS.

DRAWN BY: PLOT DATE: 4/17/2018 10:37 AM
FILE LOCATION: D:\Fronterra\Work Space\218-1701FS FDP and FUP - 03.DWG\218-1701FS FDP - 03.dwg

FINAL DEVELOPMENT PLAN
OAK MEADOWS TOWNHOMES

OAK MEADOWS P.U.D. - PLANNING AREA 1
A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 6, T2N, R67W OF THE 6TH P.M.
SITE PLAN - EAST
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 4 OF 18



TFG Design, LLC
138 E 4th Street, STE #1
Loveland, CO 80537
(970) 699-3737
design@tfgdesign.com

OWNER:
ATTN: Joseph Tarantino
3702 Valley View Ct
Loveland, CO 80537
(970) 481-9578
jt@tarantico.com

OAK MEADOWS TOWNHOMES

FIRESTONE, COLORADO

PROJECT INFORMATION:
PROJECT NUMBER: 218-1701FS
DATE: JAN 20, 2017
PHASE: FDP

REVISIONS:
20180417 3rd Resubmittal

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF TFG DESIGN, LLC. THE FRONTERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

SITE PLAN
(EAST)

SHEET NUMBER:

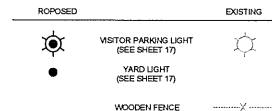
4

SHEET 4 OF 18

SITE PLAN NOTES:

- OVERHEAD LIGHTS AT VISITOR PARKING AREAS SHALL BE DOWNCAST FIXTURES WITH HALF CUTOFF TO SHIELD ADJACENT LOTS. MINIMUM HEIGHT 14 FEET, MAXIMUM HEIGHT 26 FEET. REFERENCE SHEET 17 FOR OVERHEAD LIGHT DETAILS.
- PAVEMENT AREAS: THE FOLLOWING TYPES OF SURFACING WILL BE USED WITHIN THE DEVELOPMENT:
 - ROADWAYS: ASPHALT
 - DRIVEWAYS: CONCRETE
 - WALKWAYS: CONCRETE
 - RECREATIONAL TRAIL: CONCRETE
 - VISITOR PARKING: ASPHALT
- FOR PRIVATE FENCING LOCATION SEE FENCING PLAN.

SITE PLAN LEGEND



WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

WOODEN FENCE

FIRESTONE INFORMATION BLOCK	
OAK MEADOWS TOWNHOMES	
FINAL DEVELOPMENT PLAN	
NAME OF APPLICATION: OAK MEADOWS TOWNHOMES	
TYPE OF SUBMITTAL: FDP	
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE: 2017.01.20	
REVISION DATE: 2017.08.31	
REVISION DATE: 2018.04.18	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 4 OF 18	

SCALE: 1"=20'
0 10' 20' 40' 60'



MATCHLINE - SEE SHEET 5



Know what's below.
Call before you dig.

DRAWN BY: PLOT DATE: 4/17/2018 10:37 AM
FILE LOCATION: D:\FrontTerra\Work Space\218-1701FS FDP and FUP - 03\DWG\218-1701FS FDP - 03.dwg

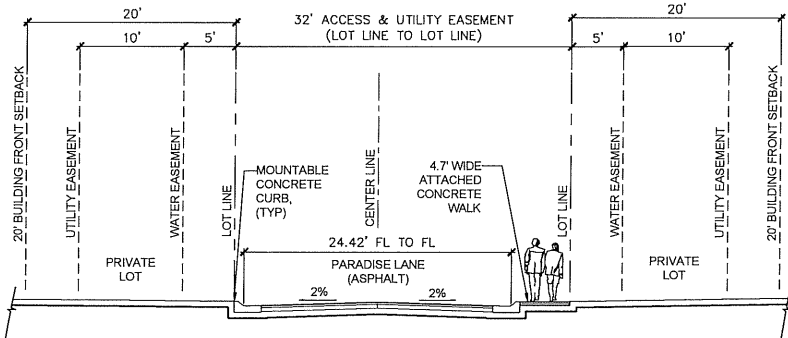
FINAL DEVELOPMENT PLAN OAK MEADOWS TOWNHOMES

A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 6, T2N, R67W OF THE 6TH P.M.

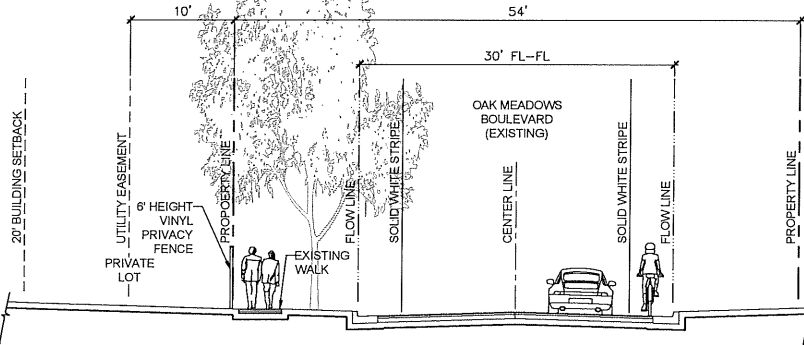
SITE PLAN - WEST

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

SHEET 5 OF 18



S1 TYPICAL PRIVATE RESIDENTIAL STREET - SECTION NTS



(S2) OAK MEADOWS BOULEVARD - SECTION (EXISTING STREET) NTS

PROPOSED	EXISTING
CHAINLINK FENCE	15' CHAINLINK FENCE
WOODEN FENCE	15' CHAINLINK FENCE



SCALE: 1"=20'

FIRESTONE INFORMATION BLOCK	
OAK MEADOWS TOWNHOMES	
FINAL DEVELOPMENT PLAN	
NAME OF APPLICATION:	OAK MEADOWS TOWNHOMES
TYPE OF SUBMITTAL:	FDP
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	2017.01.20
REVISION DATE:	2017.08.31
REVISION DATE:	2018.04.18
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 5 OF 18	

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF TFG DESIGN, LLC. - THE FRONTERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

SHEET TITLE:
**SITE PLAN
(WEST)**

SHEET NUMBER: _____

5

SHEET **5** OF **18**

SHEET **5** OF **18**

DRAWN BY: PLOT DATE: 4/17/2018 10:37 AM
FILE LOCATION: D:\FrontTerra Work Space\218-1701FS FDP and FUP - 03\DWG\218-1701FS FDP - 03.dwg

FINAL DEVELOPMENT PLAN OAK MEADOWS TOWNHOMES

A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 6, T2N, R67W OF THE 6TH P.M.
OVERALL GRADING PLAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 6 OF 18



LANDSCAPE ARCHITECTURE | PLANNING

TFG Design, LLC
138 E 4th Street STE #1
Loveland CO 80537
(970) 669.3737
design@tfgdesign.com

OWNER:

ATTN: Joseph Tarantino
3702 Valley View Ct
Loveland, CO 80537
(970) 481-9578
jt@tarantico.com

OAK MEADOWS TOWNHOMES

FIRESTONE, COLORADO

PROJECT INFORMATION:
PROJECT NUMBER: 218-1701FS
DATE: JAN 20, 2017
PHASE: FDP

0180417 3rd Resubmittal

DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF TFG DESIGN, LLC. - THE TERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

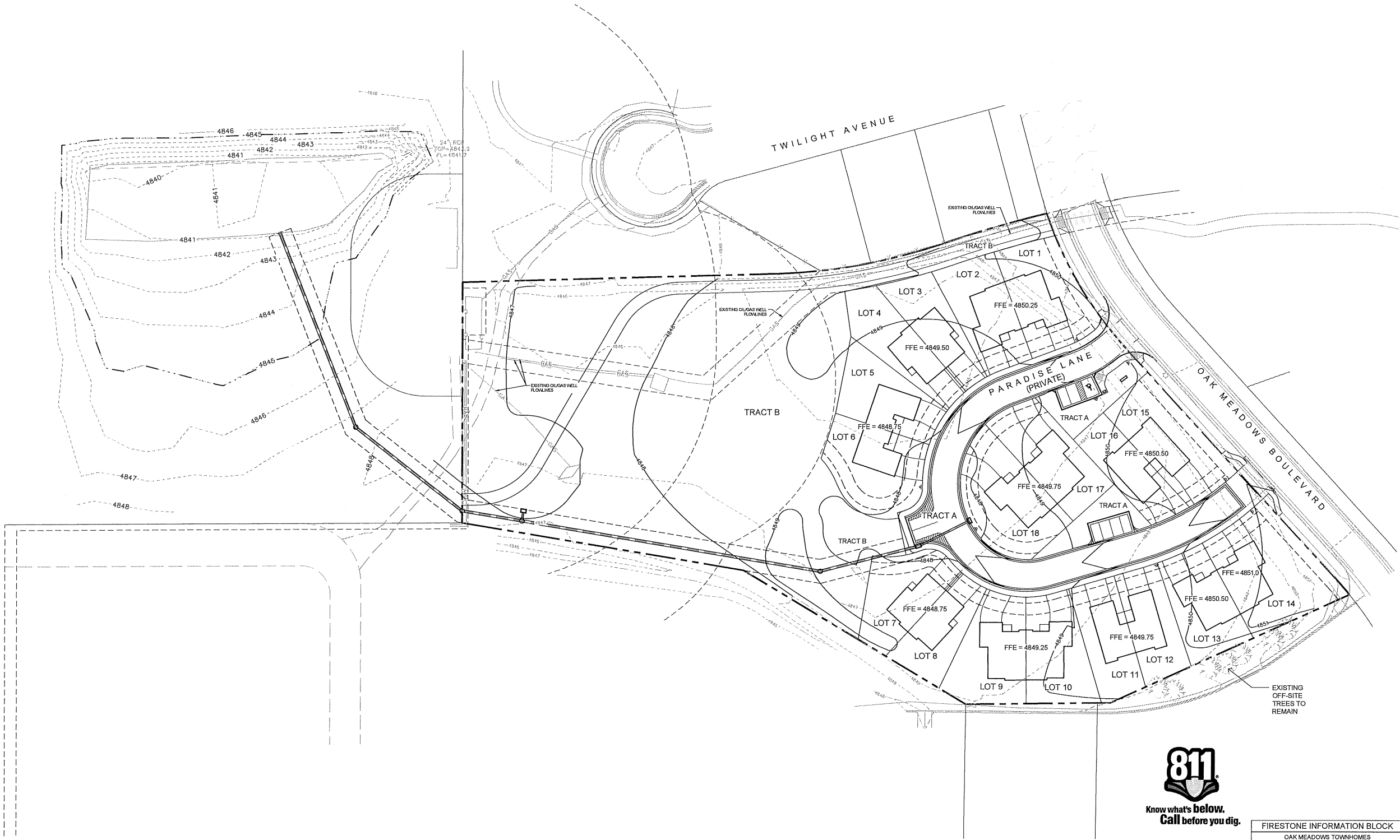
HEET TITLE:

OVERALL TRADING PLAN

HEET NUMBER:

6

PAGE 6 OF 18



GRADING PLAN NOTES:

1. FFE (FINAL FINISH ELEVATIONS) SHALL NOT EXCEED MINIMUM FINISH FLOOR ELEVATIONS BY MORE THAN 2 FEET.



Know what's **below**.
Call before you dig.



NORT

SCALE: 1"=40'



FIRESTONE INFORMATION BLOCK	
OAK MEADOWS TOWNHOMES	
FINAL DEVELOPMENT PLAN	
NAME OF APPLICATION:	OAK MEADOWS TOWNHOMES
TYPE OF SUBMITTAL:	FDP
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	2017.01.20
REVISION DATE:	2017.08.31
REVISION DATE:	2018.04.18
REVISION DATE:	
REVISION DATE:	
SHEET <u>6</u> OF <u>18</u>	

DRAWN BY: PLOT DATE: 4/17/2018 10:37 AM
FILE LOCATION: D:\FronTerra Work Space\218-1701FS FDP and FUP - 03\DWG\218-1701FS FDP - 03.dwg

PLOT DATE: 4/17/2018 10:37 AM

FINAL DEVELOPMENT PLAN
OAK MEADOWS TOWNHOMES
OAK MEADOWS P.U.D. - PLANNING AREA 1
A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 6, T2N, R67W OF THE 6TH P.M.
LANDSCAPE PLAN - EAST
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 7 OF 18



LANDSCAPE PLAN NOTES:

1. SEE SHEET 8 FOR PLANT SCHEDULE AND GENERAL LANDSCAPE NOTES.
2. SEE SHEET 9 FOR PLANTING DETAILS AND LANDSCAPE SPECIFICATIONS.

LANDSCAPE PLAN LEGEND

PROPOSED	EXISTING

OWNER:

ATTN: Joseph Tarantino
3702 Valley View Ct
Loveland, CO 80537
(970) 481-9578
j@tarantino.com



SCALE: 1"=20'

0 10' 20' 40' 60'

TEEL EDGER,
(TYP)

OBBLER
ULCH, (TYP)

OAK MEADOWS TOWNHOMES

FIRESTONE, COLORADO

PROJECT INFORMATION:
PROJECT NUMBER: 218-1701FS
DATE: JAN 20, 2017
PHASE: FDP

REVISIONS:
20180417 3rd Resubmittal

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF TFG DESIGN, LLC. THE FRONTTERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

LANDSCAPE PLAN
(EAST)

SHEET NUMBER:

7

SHEET 7 OF 18

FIRESTONE INFORMATION BLOCK	
OAK MEADOWS TOWNHOMES	
FINAL DEVELOPMENT PLAN	
NAME OF APPLICATION:	OAK MEADOWS TOWNHOMES
TYPE OF SUBMITTAL:	FDP
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	2017.01.20
REVISION DATE:	2017.08.31
REVISION DATE:	2018.04.18
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 7 OF 18	

EXISTING
OFF-SITE
EVERGREEN
TREES TO
REMAIN

MATCHLINE - SEE SHEET 8



Know what's below.
Call before you dig.

DRAWN BY: PLOT DATE: 4/17/2018 10:37 AM
FILE LOCATION: D:\FrontTerra Work Space\218-1701FS FDP and FUP - 03DWG\218-1701FS FDP - 03.dwg

FINAL DEVELOPMENT PLAN
OAK MEADOWS TOWNHOMES
OAK MEADOWS P.U.D. - PLANNING AREA 1
A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 6, T2N, R67W OF THE 6TH P.M.
LANDSCAPE PLAN - WEST
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 8 OF 18

. NO. 2689867
NTION POND A)

EE NOTE #1.

TRACT U
AK MEADOWS PUD FILING
1
EC. NO. 2689867

TRACT T
AK MEADOWS PUD FILING
1
EC. NO. 2689867

EE NOTE #1.

TRACT D

TRACT
B

OAK ME/
RE

MATCHLINE
SEE SHEET 7

GENERAL LANDSCAPE NOTES:

- ALL AREAS BEYOND THE PROPERTY BOUNDARY DISTURBED BY THE INSTALLATION OF THE STORM SEWER TO BE RESTORED PER TOWN OF FIRESTONE SPECIFICATIONS.
- ON-SITE NATIVE SEED IS TO BE IRRIGATED UNTIL ESTABLISHMENT.
- SEE SHEET 9 FOR PLANTING DETAILS AND LANDSCAPE SPECIFICATIONS.

PLANT SCHEDULE OAK MEADOWS TOWNHOMES

EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE
PFV	4	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Pine	B & B	6' HT.
SHADE TREE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL
COC	2	Celtis occidentalis	Common Hackberry	B & B	2"Cal
QR	3	Quercus rubra	Red Oak	B & B	2"Cal
TAR	5	Tilia americana 'Redmond'	Redmond American Linden	B & B	2"Cal
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	
CSK	7	Cornus sericea 'Kelsey'	Kelsey Dogwood	5 gal	
PP	3	Prunus besseyi 'Pawnee Buttes'	Sand Cherry	5 gal	
VBM	6	Viburnum dentatum 'Christom'	Blue Muffin Viburnum	5 gal	
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	
JCA	6	Juniperus chinensis 'Armstrongii'	Armstrong Juniper	5 gal	
JSB	3	Juniperus sabina 'Broadmoor'	Broadmoor Juniper	5 gal	
PM	3	Pinus mugo	Mugo Pine	5 gal	
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	MAXIMUM HEIGHT
PAH	24	Pennisetum alopecuroides 'Hameln'	Hameln Dwarf Fountain Grass	1 gal	36"
PAL	62	Pennisetum alopecuroides 'Little Bunny'	Little Bunny Fountain Grass	1 gal	18"
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME		
	15	Coreopsis verticillata 'Zagreb'	Zagreb Thread Leaf Coreopsis		
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME		
	78,523 sf	(see specifications)	Native Seed Mix		
	3,656 sf	(see specifications)	Drought Tolerant Bluegrass Sod		
BED MULCH					



Know what's below.
Call before you dig.

SCALE: 1"=20'

10' 20' 40' 60'



NORTH

FIRESTONE INFORMATION BLOCK	
OAK MEADOWS TOWNHOMES	
FINAL DEVELOPMENT PLAN	
NAME OF APPLICATION	OAK MEADOWS TOWNHOMES
TYPE OF SUBMITTAL	FDP
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	2017.01.20
REVISION DATE:	2017.08.31
REVISION DATE:	2018.04.18
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 8 OF 18	

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF TFG DESIGN, LLC. THE FRONTERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

SHEET TITLE:
LANDSCAPE PLAN
(WEST)

SHEET NUMBER:

8

SHEET 8 OF 18

OWNER:

ATTN: Joseph Tarantino
3702 Valley View Ct
Loveland, CO 80537
(970) 481-9578
jt@tarantico.com

OAK MEADOWS TOWNHOMES

FIRESTONE, COLORADO

PROJECT INFORMATION:

PROJECT NUMBER: 218-1701FS
DATE: JAN 20, 2017
PHASE: FDP

REVISIONS:

20180417 3rd Resubmittal

8

SHEET 8 OF 18

SHEET 8 OF 18

FINAL DEVELOPMENT PLAN
OAK MEADOWS TOWNHOMES

OAK MEADOWS P.U.D. - PLANNING AREA 1
A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 6, T2N, R67W OF THE 6TH P.M.
LANDSCAPE DETAILS
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 9 OF 18

LANDSCAPE SPECIFICATIONS

MATERIALS:

1. WEED BARRIER: WEED BARRIER MAY BE TYPAR 3341 OR APPROVED EQUAL. PLACE WEED BARRIER BENEATH COBBLE MULCH AREAS.

2. COBBLE MULCH: 4-8" DIA. NOMINAL SIZE WASHED RIVER COBBLE. SUBMIT SAMPLE.

3. BARK MULCH: SHREDDED CEDAR BARK MULCH; BARK POLE PEELINGS FROM CEDAR TREES ONLY. MULCH SHALL BE DARK BROWN IN COLOR AND FINELY SHREDDED. MULCH SHALL BE FREE FROM NOXIOUS WEED SEED AND FOREIGN MATERIAL HARMFUL TO PLANT LIFE. CHIPPER CHIPS, PINE POLE PEELINGS OR OTHER ANGULAR BARK CHIPS ARE NOT ACCEPTABLE. SUBMIT SAMPLES.

4. HEADERS: STEEL HEADER: RYERSON ESTATE STEEL HEADER 1/8" X 4" WITH 1" X 24" SIZE STRAP STEEL STAKES OR EQUAL. SUBMIT SAMPLE.

5. TREE STAKES: 8-FOOT LONG, 2-INCH DIAMETER PRESSURE TREATED LODGE POLE PINE STAKES (OR METAL "T" POSTS AS ALLOWED BY LANDSCAPE ARCHITECT. APPROVAL REQUIRED PRIOR TO INSTALLATION.)

6. GUY ANCHORS: 24-INCH LONG METAL "T" POSTS.

7. GUYING AND STAKING WIRE: GALVANIZED IRON OR STEEL 12-GAUGE WIRE.

8. WEBBING: 2-INCH NYLON WEBBING OR RUBBERIZED CLOTH.

9. TREE WRAP: 4-INCH MINIMUM WIDTH COMMERCIAL TREE WRAP.

10. SAFETY CAPS: INDUSTRY STANDARD (FOR METAL "T" POST ONLY)

11. COMPOST: A TOTALLY ORGANIC PRODUCT THAT HAS BEEN AEROBICALLY AND NATURALLY PROCESSED WITHOUT THE ADDITION OF COARSE WOOD CHIPS, IN SUCH A MANNER AS TO MAINTAIN A CONSISTENT TEMPERATURE OF 140 DEGREES FAHRENHEIT OR GREATER FOR A PERIOD OF TIME SUFFICIENT TO CREATE THE FOLLOWING CHARACTERISTICS MEASURED BY DRY WEIGHT: MAXIMUM ALLOWABLE ORGANIC MATTER: 60% ORGANIC MATTER TO NITROGEN RATIO: 25:1 TO 30:1; PH: 7 TO 8 PHALTS: 2.0 TO 3.0 MMHOS; LESS THAN 25% INORGANIC MATTER; LESS THEN 1% SOIL, DIRT OR SAND; MAXIMUM PARTICLE SIZE OF 1/2 INCH DIAMETER. ERADICATION OF ALL HARMFUL WEED SEEDS, PATHOGENS AND BACTERIA; A NON-OFFENSIVE EARTHLY SMELL.

12. FERTILIZER: FERTILIZER FOR TURF SHALL BE COMMERCIAL TYPE, OF UNIFORM COMPOSITION, FREE FLOWING, AND CONFORMING TO APPLICABLE STATE AND FEDERAL LAWS. SUBMIT MANUFACTURER'S GUARANTEED ANALYSIS. FORMULATED FERTILIZER ANALYSIS SHALL BE SUBMITTED TO OWNER'S REPRESENTATIVE FOR REVIEW AND SHALL BE BASED UPON RECOMMENDATIONS MADE BY SOIL LAB. CONTRACTOR SHALL SUBMIT SOIL SAMPLE TO SOIL LAB FOR ANALYSIS AND FERTILIZER RECOMMENDATIONS.

IF SOIL TYPES ARE SIMILAR IN STRUCTURE, THE CONTRACTOR MAY USE A CONSISTENT FORMULATED FERTILIZER FOR THE ENTIRE SITE AREA. HOWEVER, IF SOIL STRUCTURES ARE VASTLY DIFFERENT, A FORMULATED FERTILIZER FOR EACH SPECIFIC SITE AREA WILL BE REQUIRED.

FERTILIZER FOR TREE AND SHRUB, BACKFILL MIX, AND GROUND COVER AREAS SHALL BE OSMOCOTE SIERRABLEN, 9 MONTH SLOW-RELEASE FERTILIZER.

13. BLUEGRASS SOD: BLUEGRASS SOD SHALL CONTAIN THE FOLLOWING SEED MIX (OR ALTERNATIVE): 60% ELDORADO, SILVERADO AND MONARCH TURF TYPE TALL FESCUE, 30% MANCHAR SMOOTH BROME, 10% BLUEGRASS MIX (DROUGHT TOLERANT BLENDS). SOD SHALL BE A MINIMUM OF 3/4 INCH THICK, HARVESTED IN ROLLS FERTILIZED TWO TO THREE WEEKS BEFORE CUTTING, AND SHALL BE CUT NOT MORE THAN ONE DAY PRIOR TO PLANTING. SOD SHALL BE ONE YEAR OLD, MINIMUM, GROWN UNDER INTENSIVE CARE AND CULTIVATION TO PRODUCE A THICK, EVEN STAND OF GRASS.

14. SEEDED TURF: ALL TURF SEEDING SHALL BE COMPLETED BETWEEN APRIL 15 AND MAY 31, OR BETWEEN SEPTEMBER 1 AND OCTOBER 15. SEEDED TURF AREAS SHALL BE SEEDED WITH THE FOLLOWING BLEND:

60% ELDORADO, SILVERADO AND MONARCH TURF TYPE TALL FESCUE
30% MANCHAR SMOOTH BROME
10% BLUEGRASS MIX (DROUGHT TOLERANT BLENDS).

15. NATIVE SEED MIX: ALL SEEDING SHALL BE COMPLETED BETWEEN APRIL 15 AND MAY 31, OR BETWEEN SEPTEMBER 1 AND OCTOBER 15. NATIVE SEEDED AREAS SHALL BE SEEDED WITH THE FOLLOWING BLEND OR ALTERNATIVE AS APPROVED BY THE TOWN OF FIRESTONE:

Native seed shall be the Low Grow Mix from Arkansas Valley:

SEEDING RATE: Temporarily Irrigated 40 lbs/acre

SPECIES	%
Crested Wheatgrass	29.63
Perennial Ryegrass	24.43
Blue Fescue	19.57
Canada Bluegrass	14.68
Chewings Fescue	9.88

16. TREES, SHRUBS, AND GROUND COVERS: PLANT MATERIALS SHALL BE A FIRST-CLASS REPRESENTATIVE OF ITS SPECIES; HEALTHY, WELL BRANCHED AND WELL PROPORTIONED IN RESPECT TO HEIGHT AND WIDTH RELATIONSHIPS; FREE FROM DISEASE, INJURY, INSECTS, AND WEED ROOTS; AND CONFORMING TO THE REQUIREMENTS OF THE COLORADO NURSERY ACT. (SEE LANDSCAPE CONTRACTORS OF COLORADO STANDARD SPECIFICATIONS FOR APPROPRIATE SECTIONS OF THE NURSERY ACT). ALL PLANTS SHALL BE NURSERY STOCK FROM GROWERS LOCATED IN USDA HARDINESS ZONES 1, 2, 3 OR 4. BOTANIC AND COMMON NAMES: PLANT NAMES GIVEN IN THE PLANT LIST ARE IN CONFORMANCE WITH STANDARD HORTICULTURAL PRACTICE IN THIS AREA. PLANTS ARE TO BE DELIVERED TO THE SITE WITH TAGS BEARING THE BOTANIC NAME AS INDICATED BY THE PLANT LIST.

INSTALLATION

CLEARING: PRIOR TO ANY SOIL PREPARATION, EXISTING VEGETATION TO REMAIN AND WHICH MIGHT INTERFERE WITH THE SPECIFIED SOIL PREPARATION SHALL BE MOWED, GRUBBED, RAKED, AND THE DEBRIS REMOVED FROM THE SITE. PRIOR TO OR DURING GRADING OR TILLAGE OPERATION, THE GROUND SURFACE SHALL BE CLEARED OF MATERIALS THAT MIGHT HINDER FINAL OPERATIONS.

PREPARE ALL AREAS TO BE PLANTED AS FOLLOWS: RIP ALL AREAS TO BE PLANTED, SEEDED AND/OR SODDED TO A MINIMUM OF 8 INCHES IN TWO DIRECTIONS USING AN AGRICULTURAL RIPPER WITH TINES SPACED AT NO GREATER THAN 18 INCHES. AREAS ADJACENT TO WALKS, STRUCTURES CURBS, ETC, WHERE THE USE OF LARGE MECHANICAL EQUIPMENT IS DIFFICULT, SHALL BE WORKED WITH SMALLER EQUIPMENT OR BY HAND.

SOIL PREPARATION: SPREAD 3 CY/1000 SF OF COMPOST AND SUFFICIENT FERTILIZER TO MEET REQUIREMENTS OF SOIL ANALYSIS OVER ALL AREAS TO BE SEEDED, SODDED, AND/OR PLANTED WITH TREES, SHRUB BED AND GROUND COVER. INCORPORATE COMPOST BY DISKING OR ROTOTILLING INTO THE TOP 6 INCHES OF SOIL. OBTAIN A UNIFORM MIXTURE WITH NO POCKETS OF SOIL OR AMENDMENTS REMAINING.

TREE AND SHRUB PLANTING:

1. SUBSTITUTIONS. ANY PLAN SUBSTITUTIONS ARE TO BE APPROVED BY THE TOWN PRIOR TO INSTALLATION.

2. ESTABLISHED LOCATION: STAKE TREES AND FLAG OR SET OUT ALL SHRUBS IN LOCATIONS SHOWN ON THE PLANS PRIOR TO INSTALLATION FOR REVIEW BY OWNER. THE FOLLOWING ARE MINIMUM DISTANCES THAT PLANT MATERIALS CAN BE PLACED FROM ADJACENT WALLS, FENCES OR PAVED AREAS: LARGE SHRUBS: 4 FEET MEDIUM SHRUBS: 3 FEET PERENNIALS, GRASSES AND GROUND COVERS: 18 INCHES

3. PLANTING PITS: DIG PLANTING PITS A MINIMUM OF 2 TIMES AS WIDE AS DIAMETER OF ROOT BALL OR CONTAINER, AND A DEPTH SUFFICIENT TO ALLOW TOP OF ROOT BALL AT TRUNK TO SIT A MINIMUM OF 3" ABOVE SURROUNDING GRADE FOR SHRUBS AND 4" ABOVE FOR TREES.

INCORPORATE COMPOST BY DISKING OR ROTOTILLING INTO THE TOP 4 TO 6 INCHES OF SOIL. OBTAIN A UNIFORM MIXTURE WITH NO POCKETS OF SOIL OR AMENDMENTS REMAINING.

RESTORE THE FINE GRADE OF ALL AREAS TO BE PLANTED, SEEDED AND/OR SODDED WITH FLOAT DRAG TO REMOVE IRREGULARITIES RESULTING FROM TILLING OPERATIONS. FLOAT DRAG TWO DIRECTIONS. REMOVE ANY ADDITIONAL STONES OVER 1-1/2 INCHES THAT HAVE COME TO THE SURFACE. UPON COMPLETION OF FINISH GRADING OPERATIONS, THE CONTRACTOR MUST PROVIDE A FINISH LANDSCAPE GRADE THAT SHALL CONFORM TO THE GRADES AND ELEVATIONS SHOWN ON THE ENGINEERING DRAWINGS. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN ALL LANDSCAPE AREAS.

ROUGHEN SIDES OF THE PIT (SHRUB AND TREE) TO REMOVE ANY COMPACTING OR GLAZING. LOOSEN SOIL AT BOTTOM OF PIT TO A MINIMUM DEPTH OF SIX INCHES. MIX LOOSENEED SOIL WITH SPECIFIED BACKFILL.

4. BACKFILL MATERIAL: TREE AND SHRUB PLANTING PITS SHALL BE BACKFILLED WITH THE FOLLOWING MIX: 75% TOPSOIL BY VOLUME (SOIL EXCAVATED FROM PLANTING PITS). 25% COMPOST BY VOLUME. THE SPECIFIED BACKFILL MATERIALS SHALL BE PRE-MIXED USING INDUSTRY ACCEPTED TECHNIQUE IN ORDER TO OBTAIN A UNIFORM, EVENLY BLENDED CONSISTENCY, FREE FROM POCKETS OF UNBLENDED MATERIAL AND CLODS OR STONES GREATER THAN TWO INCHES IN DIAMETER. BACKFILL MIX SHALL BE DELIVERED TO EACH PLANTING PIT AFTER MIXING HAS OCCURRED.

PLANTING:

1. REMOVE STOCK FROM CONTAINER. DO NOT BREAK THE ROOT BALL. A SPADE SHALL NOT BE USED. SCARIFY SIDES AND BOTTOM OF ROOT BALL.

2. PLACE BACKFILL MIX INTO PLANTING PIT TO A DEPTH SUCH THAT THE PLANT, WHEN PLANTED, WILL BE THREE INCHES ABOVE FINISH GRADE FOR DECIDUOUS TREES, FOUR TO SIX INCHES FOR CONIFEROUS TREES, AND TWO INCHES ABOVE FINISH GRADE FOR ALL SHRUBS.

3. UNTIE AND REMOVE BURLAP FROM TOP THIRD OF ROOT BALL ON BALLED AND BURLAPPED MATERIAL. REMOVE WIRE BASKETS FROM TOP AND MINIMUM OF 2/3 OF ALL SIDE OF ROOT BALL.

4. BACKFILL ONE-HALF OF PIT WITH BACKFILL MIXTURE AND WATER IN THOROUGHLY BEFORE PLACING ANY MORE BACKFILL. DO NOT WORK WET SOIL.

5. BACKFILL THE REST OF THE PLANTING PIT WITH BACKFILL MIXTURE AND TAMP TO COMPACT. WATER IN THOROUGHLY. DO NOT WORK WET SOIL. APPLY SLOW RELEASE FERTILIZER, PER MANUFACTURER'S DIRECTION OF SIZE OF PLANT MATERIAL, BY SPREADING EVENLY OVER THE TOP OF THE ENTIRE PLANTING PIT.

6. STAKE OR GUY ALL TREES IN A TRUE VERTICAL POSITION. WRAP DECIDUOUS TREES BOTTOM TO TOP. TAPE OR TACK IN PLACE AT TOP. WRAP APPROXIMATELY NOVEMBER 15 AND REMOVE APPROXIMATELY MAY 15.

7. IF TREES ARE PLANTED IN A SPADE DUG HOLE, THEY SHALL BE DEEP WATERED WITH A WATERING NEEDLE ANGLING FROM THE INSIDE OF THE BALL OUT THROUGH THE PERIMETER OF THE SOIL.

WEED BARRIER INSTALLATION

1. WEED BARRIER SHALL BE PLACED IN ALL SHRUB BED AREAS WHERE 5-GALLON SHRUB MATERIAL IS USED OR WHERE NOTED IN PLAN AND DETAILS. AT ALL EDGES OF CURBS, WALLS, STRUCTURES, PAVEMENTS, AND HEADERS, WEED BARRIER SHALL BE SECURED WITH 11-GAUGE, 6-INCH LONG STAPLES AT 18 INCHES O.C. AT ALL EDGES.

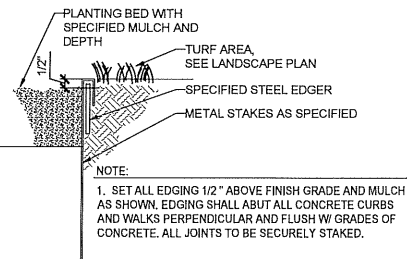
2. NO WEED BARRIER SHALL BE PLACED IN AREAS RECEIVING ONE GALLON AND SMALLER PLANT MATERIAL.

3. NO WEED BARRIER SHALL BE PLACED IN SOIL PLANTING RINGS OF DECIDUOUS AND CONIFEROUS TREES PLANTED IN SODDED OR SEEDED AREAS.

STEEL HEADER CONSTRUCTION

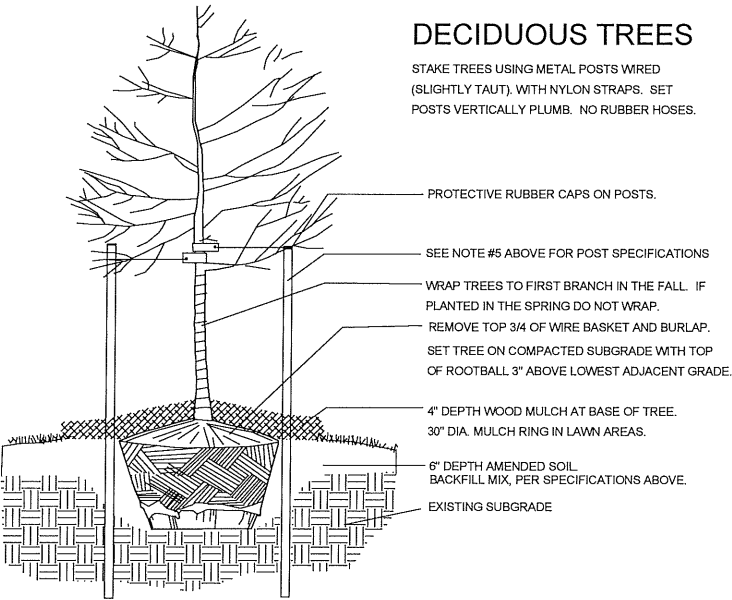
1. LAYOUT STEEL HEADER IN LOCATIONS SHOWN ON PLANS AND RECEIVE REVIEW OF OWNER PRIOR TO INSTALLATION. LOCATE BY SCALING OFF OF PLAN. INSTALL PLUMB WITH GRADES MAINTAINING A MINIMUM CONSTANT HEIGHT OF ONE INCH ABOVE ADJACENT TURF AREAS.

STEEL EDGER

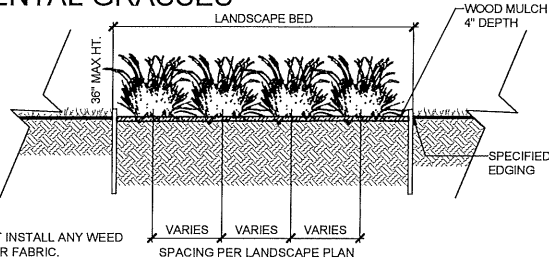


DECIDUOUS TREES

STAKE TREES USING METAL POSTS WRED (SLIGHTLY TAUT), WITH NYLON STRAPS. SET POSTS VERTICALLY PLUMB. NO RUBBER HOSES.



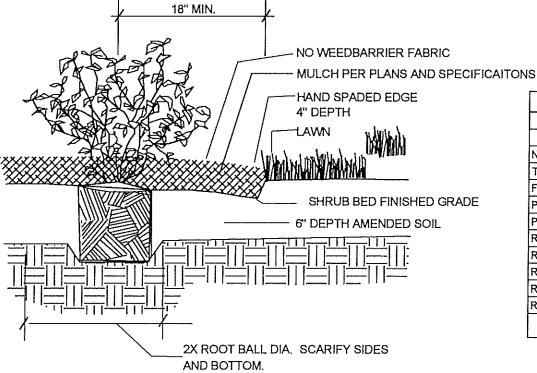
ORNAMENTAL GRASSES



SHRUBS

PLACE SHRUBS A MINIMUM OF 18" FROM PLANTING BED EDGE (STEEL HEADER, CURBS, WALKS, WALLS, ETC.) FOR 1 GALLON SHRUBS, 3" MINIMUM FOR 5 GALLON DECIDUOUS SHRUBS, 4" FOR CONIFER SHRUB.

FOR 5 GALLON AND LARGER PLANT MATERIAL CONSTRUCT A 2" HIGH WATERING RING AROUND SHRUB AT EDGE OF PLANTING PIT. FOR 1 GALLON MATERIAL, CONSTRUCT A 2" X 18" DIA. WATER RING AND MULCH WITH WOOD BARK INSIDE OF THE WATER RING.



INSTALL USING STRAIGHT LINES AND SMOOTH CURVES. STAKE STEEL HEADER USING PINS OF TWO FEET O.C. PROVIDE DRAINAGE SLITS OR HOLES AT SUFFICIENT INTERVALS TO ALLOW EXCESS WATER TO DRAIN AWAY.

LAYING SOD

1. AFTER SOIL PREPARATION, ROLL THE AREA TO AN EVENLY COMPACTED, FIRM SOIL BED.
2. REPLACE HARD AND SOFT AREAS.
3. SCARIFY SURFACE TO A DEPTH OF 3/8 INCH.
4. KEEP SOIL BED MOIST DURING LAYING OF SOD.
5. LAY SOD SMOOTHLY; EDGE TO EDGE, AND WITH STAGGERED JOINTS. BUTT EDGES TIGHTLY.
6. WATER SOD LIGHTLY AS LAYING PROGRESSES TO PREVENT DRYING OF SOD.
7. ROLL SOD DIAGONALLY WITH A LIGHT ROLLER, LEVELING IRREGULARITIES AND SEALING JOINTS.
8. IN ORDER TO FACILITATE DRAINAGE, PLACE SOD FLUSH WITH PAVEMENT ON THE UPHILL SIDE OF PAVEMENT. ON THE DOWNHILL SIDE OF PAVEMENT, PLACE SOD SLIGHTLY BELOW PAVEMENT SURFACE.
9. HOLD SOD BACK FROM TREE TRUNKS AS SHOWN IN DETAILS.

SEEDING

1. TIME OF SEEDING: UNLESS OTHERWISE APPROVED, ALL TURF SEEDING SHALL BE COMPLETED BETWEEN APRIL 15 AND MAY 31, OR BETWEEN SEPTEMBER 1 AND OCTOBER 15.

2. DRILL SEEDING: DRILL SEED USING A DRILL IMPLEMENT EQUIPPED WITH THE FOLLOWING PREFERABLE FEATURES:
DEPTH BANDS - TO ALLOW SEEDING AT THE PROPER DEPTH
SEED BOX AGITATOR - TO PROMOTE SEED MIXING
SEED BOX BAFFLES - TO AID IN EVEN SEED DISTRIBUTION AMONG ROWS
SEED-METERING DEVICE - TO PROMOTE EVEN SEED DISTRIBUTION WITHIN ROWS
FURROW OPENERS - TO PERMIT PROPER SEED PLACEMENT FROM SEED SPOUTS, AND DRAG CHAINS - TO AID IN SEED COVERAGE

3. THE DRILL WILL BE ADJUSTED TO PLANT SEED TO THE PROPER DEPTH. THE DEPTH OF SEEDING WILL BE APPROXIMATELY 0.25 TO 0.50 INCH. DRILL ROW SPACING WILL BE SET AT APPROXIMATELY 6 TO 8 INCHES. THE DRILL WILL THEN BE TOWED ACROSS THE SEEDED TO COMPLETE THE PLANTING OPERATION. DRILL SEEDING WILL TAKE PLACE IMMEDIATELY FOLLOWING THE COMPLETION OF FINAL SEED BED PREPARATION TECHNIQUES.

4. BROADCAST SEEDING: BROADCAST SEEDING SHALL ONLY OCCUR IN AREAS INACCESSIBLE TO A DRILL SEEDER. BROADCAST SEED ONLY AFTER ALL TREES AND SHRUBS HAVE BEEN PLANTED IN THESE AREAS. BROADCAST SEEDING WILL BE ACCOMPLISHED USING HAND-OPERATION "CYCLONE-TYPE" SEEDERS OR ROTARY BROADCAST EQUIPMENT ATTACHED TO CONSTRUCTION OR RE-VEGETATION MACHINERY. ALL MACHINERY WILL BE EQUIPPED WITH METERING DEVICES. BROADCASTING BY HAND WILL BE ACCEPTABLE ON SMALL, ISOLATED SITES. WHEN BROADCAST SEEDING, PASSES WILL BE MADE OVER EACH SITE TO BE SEEDED IN A MANNER TO ENSURE AN EVEN DISTRIBUTION OF SEED. WHEN USING HOPPER TYPE EQUIPMENT, SEED SHOULD BE FREQUENTLY MIXED WITHIN THE HOPPER TO DISCOURAGE SEED SETTLING AND UNEVEN PLANTING DISTRIBUTION OF SPECIES.

5. BROADCAST SEEDING WILL TAKE PLACE IMMEDIATELY FOLLOWING THE COMPLETION OF FINAL SEEDBED PREPARATION TECHNIQUES. BROADCAST SEEDING SHOULD NOT BE CONDUCTED WHEN WIND VELOCITIES WOULD PROHIBIT EVEN SEED DISTRIBUTION. THE BROADCAST SEEDING RATE WILL BE TWICE THE RATE OF DRILL SEEDING.

MULCHING

MULCH FOLLOWING ALL SOIL PREPARATION AND PLANTING.

1. SHRUB BEDS: MULCH SHRUB BEDS (DECIDUOUS, CONIFEROUS SHRUBS & ORNAMENTAL GRASSES) WITH A 3-INCH LAYER OF WOOD MULCH WHERE 5 GALLON SHRUB MATERIAL IS USED. MULCH ALL ONE GALLON PERENNIAL AND GROUND COVER PLANTING AREAS WITH A 3" LAYER OF WOOD MULCH.

2. TREE PLANTING RINGS IN IRRIGATED TURF AREAS: MULCH ALL SOIL PLANTING RINGS OF DECIDUOUS AND CONIFEROUS TREES WITH A 3" LAYER OF WOOD BARK MULCH.



TFG Design, LLC
138 E. 4th Street STE #1
Loveland CO 80537
(970) 695-3727
design@tfgdesign.com

OWNER:

ATTN: Joseph Tarantino
3702 Valley View Ct
Loveland, CO 80537
(970) 481-9578
j@tarantio.com

OAK MEADOWS TOWNHOMES

FIRESTONE, COLORADO

PROJECT INFORMATION:
PROJECT NUMBER: 218-1701FS
DATE: JAN 20, 2017
PHASE: FDP

REVISIONS:
20180417 3rd Resubmittal

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF TFG DESIGN, LLC. THE FRONTERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

SHEET TITLE:
LANDSCAPE
DETAILS

SHEET NUMBER:

9

SHEET 9 OF 18

FINAL DEVELOPMENT PLAN
OAK MEADOWS TOWNHOMES
OAK MEADOWS P.U.D. - PLANNING AREA 1
A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 6, T2N, R67W OF THE 6TH P.M.
FENCING PLAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 14 OF 18



OWNER:
ATTN: Joseph Tarantino
3702 Valley View Ct
Loveland, CO 80537
(970) 481-9578
jt@tarantico.com

OAK MEADOWS TOWNHOMES

FIRESTONE, COLORADO

PROJECT INFORMATION:
PROJECT NUMBER: 218-1701FS
DATE: JAN 20, 2017
PHASE: FDP

REVISIONS:
20180417 3rd Resubmittal



FIRESTONE INFORMATION BLOCK	
OAK MEADOWS TOWNHOMES	
FINAL DEVELOPMENT PLAN	
NAME OF APPLICATION	OAK MEADOWS TOWNHOMES
TYPE OF SUBMITTAL	FDP
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	2017.01.20
REVISION DATE:	2017.08.31
REVISION DATE:	2018.04.18
REVISION DATE:	
REVISION DATE:	
SHEET 14 OF 18	

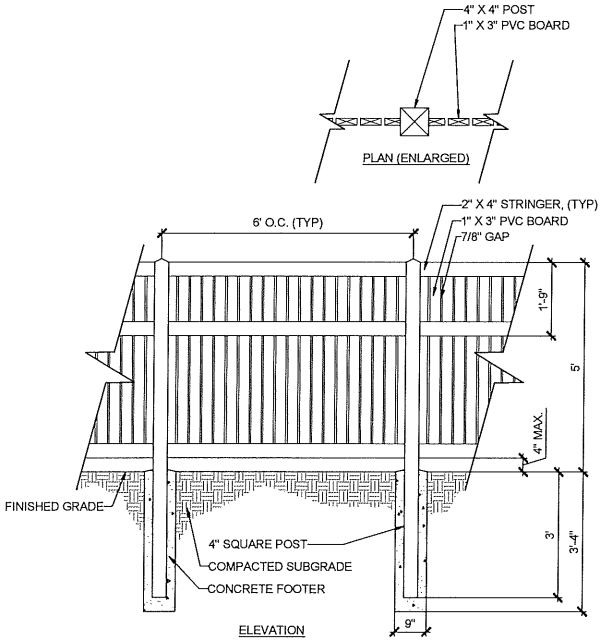
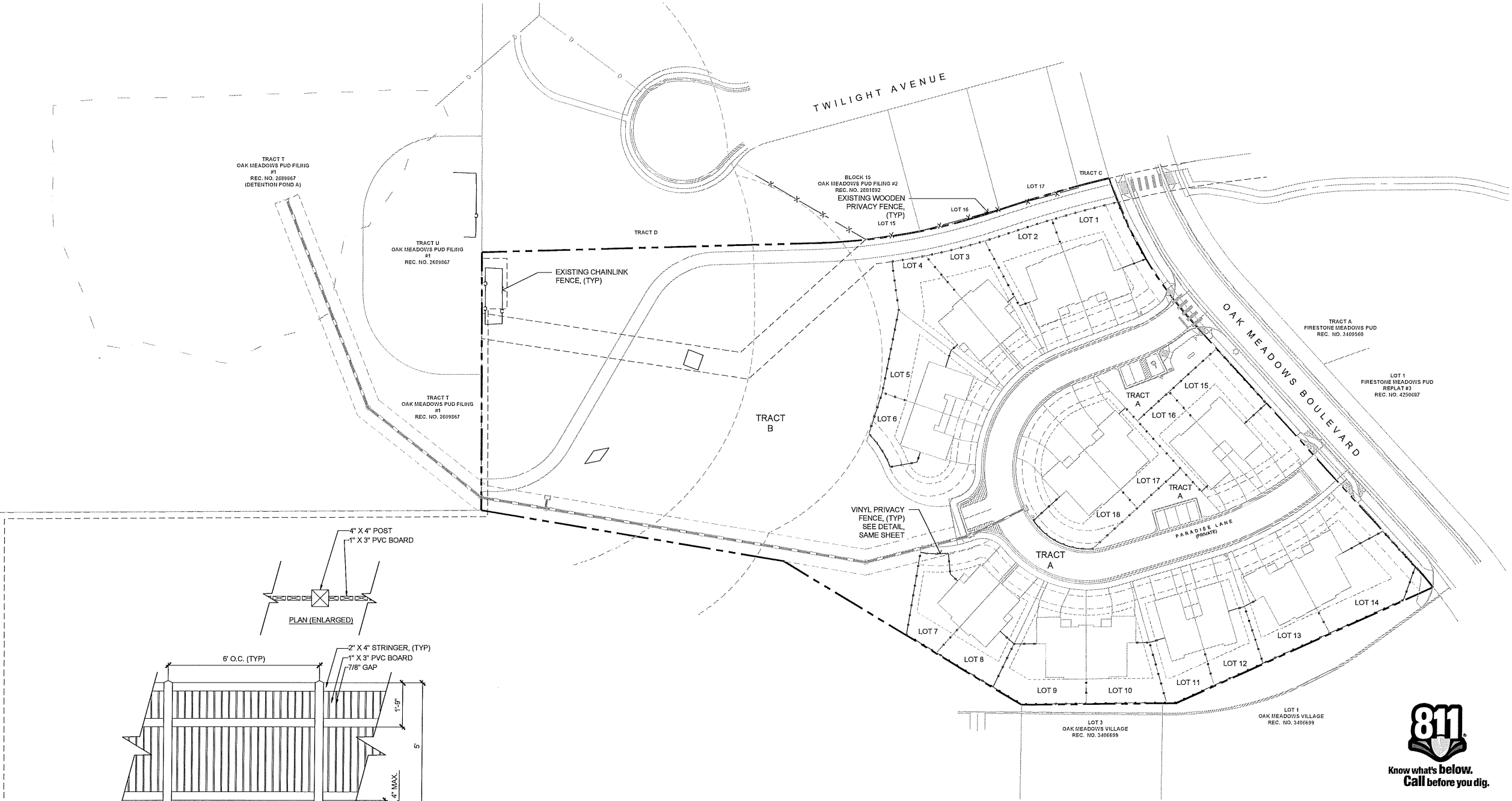
THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF TFG DESIGN, LLC. THE FRONTERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

SHEET TITLE:
FENCING PLAN

SHEET NUMBER:

14

SHEET 14 OF 18



FENCING NOTES:
ALL PRIVATE FENCING SHALL BE A TAN COLORED, 6' HEIGHT VINYL PRIVACY FENCE (WITH GAPS PER DETAIL) WITH 4" X 4" POST. FENCE POST SHALL HAVE CAPS. ALL FENCING THROUGHOUT THE TOWNHOUSE DEVELOPMENT SHALL BE THE SAME COLOR, SIZE AND STYLE. THE ESTABLISH HOMEOWNER'S ASSOCIATION SHALL ADMINISTER AND ENFORCE THE FENCING REQUIREMENTS.



SCALE: 1"=40'
0 20 40 80 120

5 VINYL PRIVACY FENCE - 6' HEIGHT
COLOR: TAN (ALL MUST BE THE SAME COLOR, HEIGHT & STYLE WITHIN THE PROPERTY OWNER'S ASSOCIATION)

NTS

DRAWN BY: PLOT DATE: 4/17/2018 10:37 AM
FILE LOCATION: D:\FrontTerra Work Space\218-1701FS FDP and FUP - 03DWG\218-1701FS FDP - 03.dwg

FINAL DEVELOPMENT PLAN
OAK MEADOWS TOWNHOMES

OAK MEADOWS P.U.D. - PLANNING AREA 1
A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 6, T2N, R67W OF THE 6TH P.M.
ADDRESS MAP
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 15 OF 18

ADDRESS TABLE		
LOT NUMBER	ADDRESS NUMBER	STREET NAME
1	11131	PARADISE LANE
2	11129	PARADISE LANE
3	11127	PARADISE LANE
4	11125	PARADISE LANE
5	11123	PARADISE LANE
6	11121	PARADISE LANE
7	11119	PARADISE LANE
8	11117	PARADISE LANE
9	11115	PARADISE LANE
10	11113	PARADISE LANE
11	11111	PARADISE LANE
12	11109	PARADISE LANE
13	11107	PARADISE LANE
14	11105	PARADISE LANE
15	11106	PARADISE LANE
16	11108	PARADISE LANE
17	11126	PARADISE LANE
18	11124	PARADISE LANE



OWNER:
ATTN: Joseph Tarantino
3702 Valley View Ct
Loveland, CO 80537
(970) 481-9578
jt@tarantino.com

OAK MEADOWS TOWNHOMES

FIRESTONE, COLORADO

PROJECT INFORMATION:
PROJECT NUMBER: 218-1701FS
DATE: JAN 20, 2017
PHASE: FDP

REVISIONS:
20180417 3rd Resubmittal

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF TFG DESIGN, LLC. THE FRONTERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

SHEET TITLE:
ADDRESS MAP

SHEET NUMBER:

15

SHEET 15 OF 18

FIRESTONE INFORMATION BLOCK	
OAK MEADOWS TOWNHOMES	
FINAL DEVELOPMENT PLAN	
NAME OF APPLICATION	OAK MEADOWS TOWNHOMES
TYPE OF SUBMITTAL	FDP
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	2017.01.20
REVISION DATE:	2017.08.31
REVISION DATE:	2018.04.18
REVISION DATE:	
REVISION DATE:	
SHEET 15 OF 18	

SCALE: 1"=40'



DRAWN BY: PLOT DATE: 4/17/2018 10:37 AM
FILE LOCATION: D:\FrontTerra Work Space\218-1701FS FDP and FUP - 03DWG\218-1701FS FDP - 03.dwg



A TOWNHOME - MODEL 'A'
ADDRESS: 11121, 11123



B TOWNHOME - MODEL 'B'
ADDRESS: 11106, 11108, 11109 & 11111



C TOWNHOME - MODEL 'C'
ADDRESS: 11105, 11107, 11113, 11115, 11124, 11126, 11129 & 11131



D TOWNHOME - MODEL 'D'
ADDRESS: 11117, 11119, 11125, & 11127

NOTES: BUILDING HEIGHTS NOT TO EXCEED 35' MAX. BUILDING FACADES WILL BE CREATED TO PROVIDE VARIETY AND VISUAL INTEREST WHILE COMPLEMENTING ONE ANOTHER IN A UNIFORM FASHION. THIS WILL BE ACHIEVED THROUGH THE USE OF MATERIALS VARYING IN COLOR, TEXTURE AND DEPTH, VARYING FOCAL POINTS, VARYING WINDOW SHAPES AND SIZES. COLORS ARE TO REFLECT NEUTRAL EARTH TONE PALATE WITH ACCENT COLORS ENHANCING THE STRUCTURES OVERALL APPEARANCE.

FIRESTONE INFORMATION BLOCK	
OAK MEADOWS TOWNHOMES	
FINAL DEVELOPMENT PLAN	
NAME OF APPLICATION: OAK MEADOWS TOWNHOMES	
TYPE OF SUBMITTAL:	FDP
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	2017.01.20
REVISION DATE:	2017.08.31
REVISION DATE:	2018.04.18
REVISION DATE:	
REVISION DATE:	
SHEET 16 OF 18	

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF TFG DESIGN, LLC. THE FRONTERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

SHEET TITLE:
**BUILDING
ELEVATIONS**

SHEET NUMBER:

16

SHEET **16** OF **18**

OAK MEADOWS TOWNHOMES

FIRESTONE, COLORADO

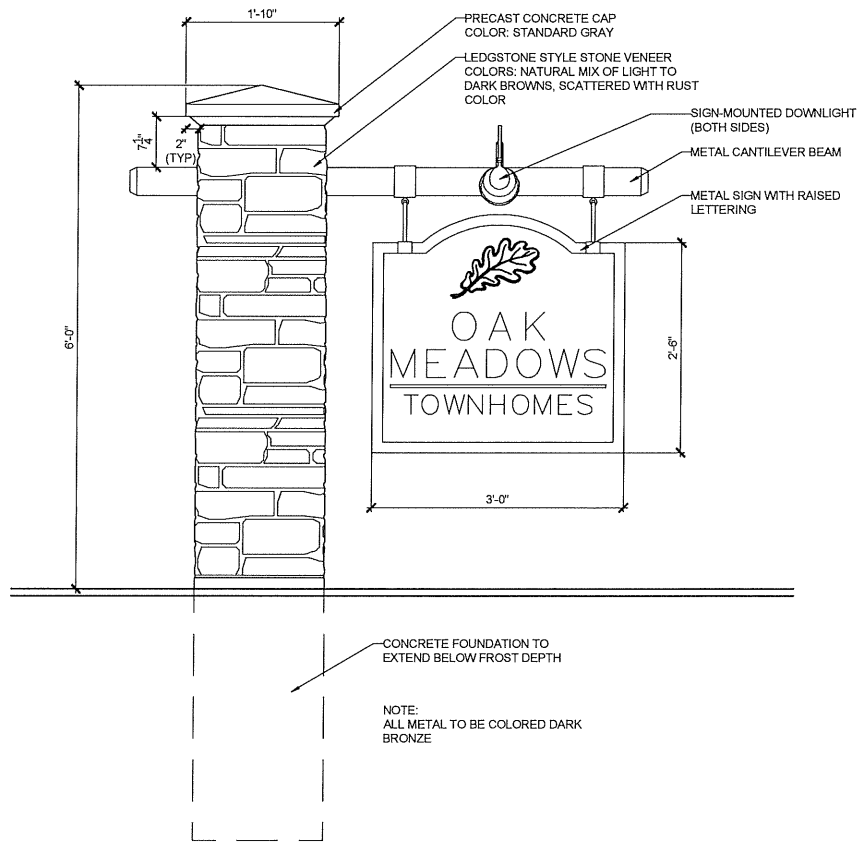
OWNER:

ATTN: Joseph Tarantino
3702 Valley View Ct
Loveland, CO 80537
(970) 481-9578
jt@tarantico.com

PROJECT INFORMATION:
PROJECT NUMBER: 218-1701FS
DATE: JAN 20, 2017
PHASE: FDP

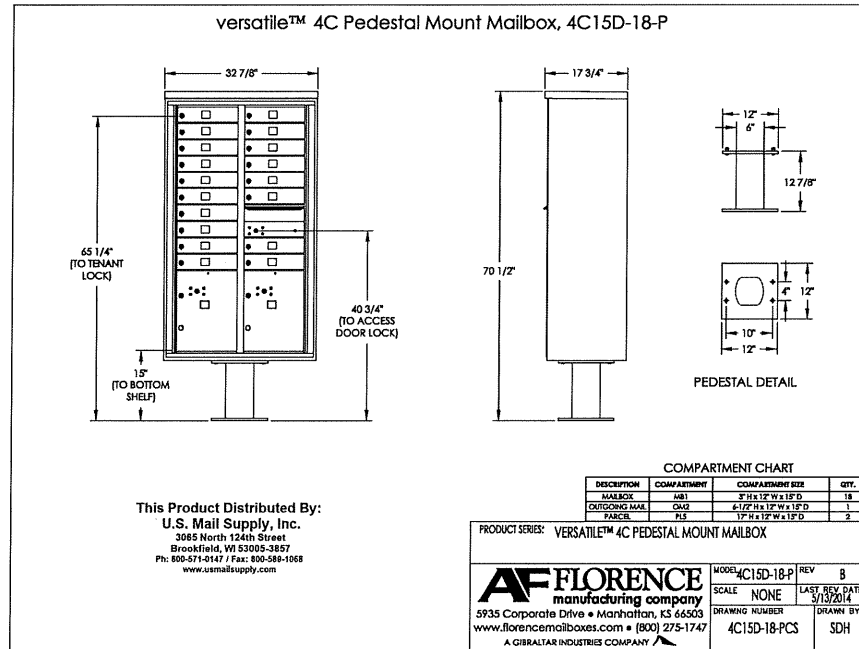
REVISIONS:
20180417 3rd Resubmittal

FINAL DEVELOPMENT PLAN
OAK MEADOWS TOWNHOMES
OAK MEADOWS P.U.D. - PLANNING AREA 1
A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 6, T2N, R67W OF THE 6TH P.M.
SITE DETAILS
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 17 OF 18



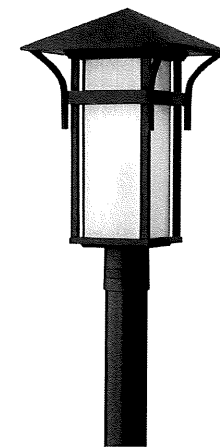
1 ENTRY MONUMENT SIGN DETAIL

NTS



2 MAILBOX KIOSK DETAIL

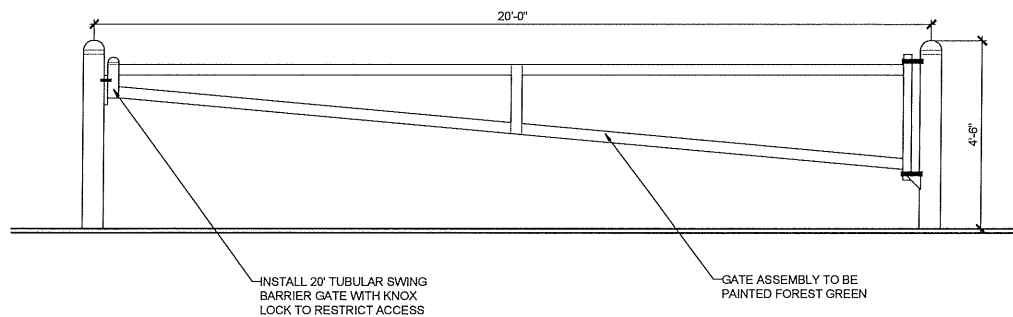
NTS



3 YARD LIGHT (POST MOUNT)

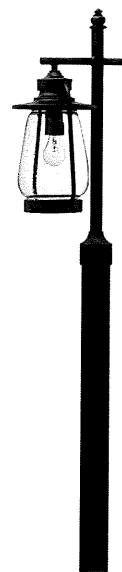
MAXIMUM 6' HEIGHT ON POST

NTS



4 TUBULAR SWING BARRIER GATE DETAIL

NTS



5 VISITOR PARKING LIGHT

MAXIMUM 26' HEIGHT

NTS

FIRESTONE INFORMATION BLOCK	
OAK MEADOWS TOWNHOMES	
FINAL DEVELOPMENT PLAN	
NAME OF APPLICATION	OAK MEADOWS TOWNHOMES
TYPE OF SUBMITTAL	FDP
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	2017.01.20
REVISION DATE:	2017.08.31
REVISION DATE:	2018.04.18
REVISION DATE:	
REVISION DATE:	
SHEET 17 OF 18	



OWNER:

ATTN: Joseph Tarantino
3702 Valley View Ct
Loveland, CO 80537
(970) 481-9578
j@tarantico.com

OAK MEADOWS TOWNHOMES

FIRESTONE, COLORADO

PROJECT INFORMATION:
PROJECT NUMBER: 218-1701FS
DATE: JAN 20, 2017
PHASE: FDP

REVISIONS:
20180417 3rd Resubmittal

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF TFG DESIGN, LLC. THE FRONTERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

SHEET TITLE:
SITE DETAILS

SHEET NUMBER:

17

SHEET 17 OF 18

FINAL DEVELOPMENT PLAN
OAK MEADOWS TOWNHOMES
OAK MEADOWS P.U.D. - PLANNING AREA 1
A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 6, T2N, R67W OF THE 6TH P.M.
OVERALL UTILITY PLAN
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 18 OF 18



OWNER:
ATTN: Joseph Tarantino
3702 Valley View Ct
Loveland, CO 80537
(970) 481-9578
j@tarantico.com

OAK MEADOWS TOWNHOMES

FIRESTONE, COLORADO

PROJECT INFORMATION:
PROJECT NUMBER: 218-1701FS
DATE: JAN 20, 2017
PHASE: FDP

REVISIONS:
20180417 3rd Resubmittal

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF TFG DESIGN, LLC. THE FRONTERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.

SHEET TITLE:
**OVERALL
UTILITY PLAN**

SHEET NUMBER:

18

SHEET **18** OF **18**

FIRESTONE INFORMATION BLOCK	
OAK MEADOWS TOWNHOMES	
FINAL DEVELOPMENT PLAN	
NAME OF APPLICATION:	OAK MEADOWS TOWNHOMES
TYPE OF SUBMITTAL:	FDP
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	2017.01.20
REVISION DATE:	2017.08.31
REVISION DATE:	2018.04.18
REVISION DATE:	
REVISION DATE:	
SHEET 18 OF 18	



SCALE: 1"=30'

0 15' 30' 60' 90'



DRAWN BY: PLOT DATE: 4/17/2018 10:37 AM
FILE LOCATION: D:\FrontTerra Work Space\218-1701FS FDP and FUP - 03DWG\218-1701FS FDP - 03.dwg

OWNERSHIP AND DEDICATION

Know all men by these presents, that the undersigned Joseph Tarantino being the owner of the land shown in this plat and described as follows:

LEGAL DESCRIPTION

Being part of parcel of land, located in the Southwest Quarter (SW1/4) of Section Six (6), Township Two North (2.N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Firestone, County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of Tract I of Oak Meadows PUD Filing 1 recorded April 27, 1999 as Reception No. 2889867 of the Records of Weld County, assuming the East line of said Oak Meadows PUD Filing 1 as bearing North 00°17'22" West, as monumented as shown on this plat, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, with all other bearings contained herein relative thereto;

THENCE North 00°17'22" West along the Easterly line of said Oak Meadows PUD Filing 1 a distance of 204.85 feet to the Southwest corner of Tract D of Oak Meadows PUD Filing 2 recorded September 7, 2001 as Reception No. 2881892 of the Records of Weld County;

The following Three (3) courses are along the Southerly lines of said Oak Meadows PUD Filing 2:
THENCE North 88°23'26" East a distance of 264.36 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 148.74 feet, said curve has a Radius of 492.38 feet, a Delta of 17°18'28" and is subtended by a Chord that bears North 79°44'12" East a distance of 148.17 feet to a Point of Reverse Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 90.71 feet, said curve has a Radius of 942.66 feet, a Delta of 5°04'48" and is subtended by a Chord that bears North 73°50'37" East a distance of 90.67 feet to a curve non-tangent to this curve and to the Westerly Right of Way line of Oak Meadows Boulevard;

The following Three (3) courses are along the Westerly Right of Way lines of said Oak Meadows Boulevard:

THENCE along the arc of a curve concave to the Northeast a distance of 135.50 feet, said curve has a Radius of 327.00 feet, a Delta of 23°44'33" and is subtended by a Chord that bears South 30°42'53" East a distance of 134.54 feet to a Point of Tangency;
THENCE South 42°35'10" East a distance of 265.00 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 17.49 feet, said curve has a Radius of 323.00 feet, a Delta of 3°06'10" and is subtended by a Chord that bears South 41°02'09" East a distance of 17.49 feet to a Point of Tangency and to the Northeast corner of Lot 1 of Oak Meadows Village recorded July 28, 2006 as Reception No. 3406599 of the Records of Weld County;

The following Four (4) courses are along the Northerly lines of said Oak Meadows Village;

THENCE South 65°30'54" West a distance of 222.69 feet;

THENCE South 89°20'04" West a distance of 123.19 feet;

THENCE North 59°04'53" West a distance of 221.18 feet;

THENCE North 80°30'21" West a distance of 243.37 feet;

Said described parcel of land contains 194,885 Square Feet or 4.474 Acres, more or less (±).

Has laid out, subdivided and platted said land as per drawing hereon contained under the name and style of **OAK MEADOWS TOWNHOMES**, a subdivision of a part of the Town of Firestone, County of Weld, State of Colorado, and by these presents does hereby dedicate the use of the Town of Firestone and all serving public utilities (and other appropriate public entities) those portions of said real property which are so designated as easements as shown.

It is expressly understood and agreed by the undersigned that all expenses and costs involved in constructing and installing sanitary sewer system works and lines, water system works and lines, gas service lines, electrical service works and lines, storm sewers and drains, street lighting, grading, landscaping, curbs, gutters, street pavement, sidewalks, and other such utilities and services shall be guaranteed and paid for by the subdivider or arrangements made by the subdivider therefore which are approved by the Town of Firestone, Colorado, and such sums shall not be paid by the Town of Firestone, and that any item so constructed or installed when accepted by the Town of Firestone shall become the sole property of said Town of Firestone, Colorado, except private roadway curbs, gutter and pavement and utilities by municipally franchised utilities, other serving public entities and/or Century Link, which when constructed or installed shall remain and/or become the property of such municipally franchised utilities, other serving public entities, and/or Century Link, and shall not become the property of the Town of Firestone, Colorado.

OWNER: Joseph Tarantino

By: Joseph Tarantino

NOTARIAL CERTIFICATE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____

Witness my hand and official seal.

(SEAL)

Notary Public

My commission expires _____

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CH BEARING
C1	148.74'	492.38'	17°18'28"	N79°44'12"E
C2	90.71'	942.66'	5°30'48"	N73°50'37"E
C3	135.50'	327.00'	23°44'33"	S30°42'53"E
C4	17.49'	323.00'	3°06'10"	S41°02'09"E
C5	40.05'	492.38'	4°39'36"	N86°03'38"E
C6	43.64'	492.38'	5°04'42"	N81°11'28"E
C7	65.05'	492.38'	7°34'09"	N74°52'03"E
C8	20.17'	327.00'	3°32'00"	S20°36'37"E
C9	81.08'	327.00'	14°12'26"	S08°28'51"E
C10	34.25'	327.00'	6°00'06"	S39°35'07"E
C11	12.44'	19.75'	36°05'26"	N31°47'15"E
C12	24.74'	71.63'	19°47'12"	N59°43'34"E
C13	128.32'	103.08'	71°19'35"	S33°57'23"W
C14	14.25'	103.08'	7°55'07"	S65°39'37"W
C15	22.13'	103.08'	12°17'53"	S55°33'07"W
C16	25.46'	103.08'	14°09'15"	S42°19'33"W
C17	30.05'	103.08'	16°42'04"	S26°33'54"W
C18	36.44'	103.08'	20°15'17"	S08°25'14"W
C19	23.16'	20.25'	65°31'36"	N31°03'23"E
C20	10.37'	41.63'	14°16'08"	N70°57'15"E
C21	64.96'	46.38'	80°15'12"	S61°47'05"E
C22	26.40'	73.62'	20°32'52"	N31°55'55"W
C23	94.03'	512.38'	10°30'54"	N76°20'25"E
C24	26.99'	512.38'	3°01'05"	N80°05'20"E
C25	48.62'	512.38'	5°26'12"	N75°51'41"E
C26	18.42'	512.38'	2°03'37"	N72°06'46"E
C27	91.31'	922.66'	5°40'13"	S73°55'20"W
C28	37.04'	922.66'	2°17'59"	S72°14'13"W
C29	54.28'	922.66'	3°22'14"	S75°04'20"W
C30	41.75'	78.38'	30°31'21"	N83°56'18"E

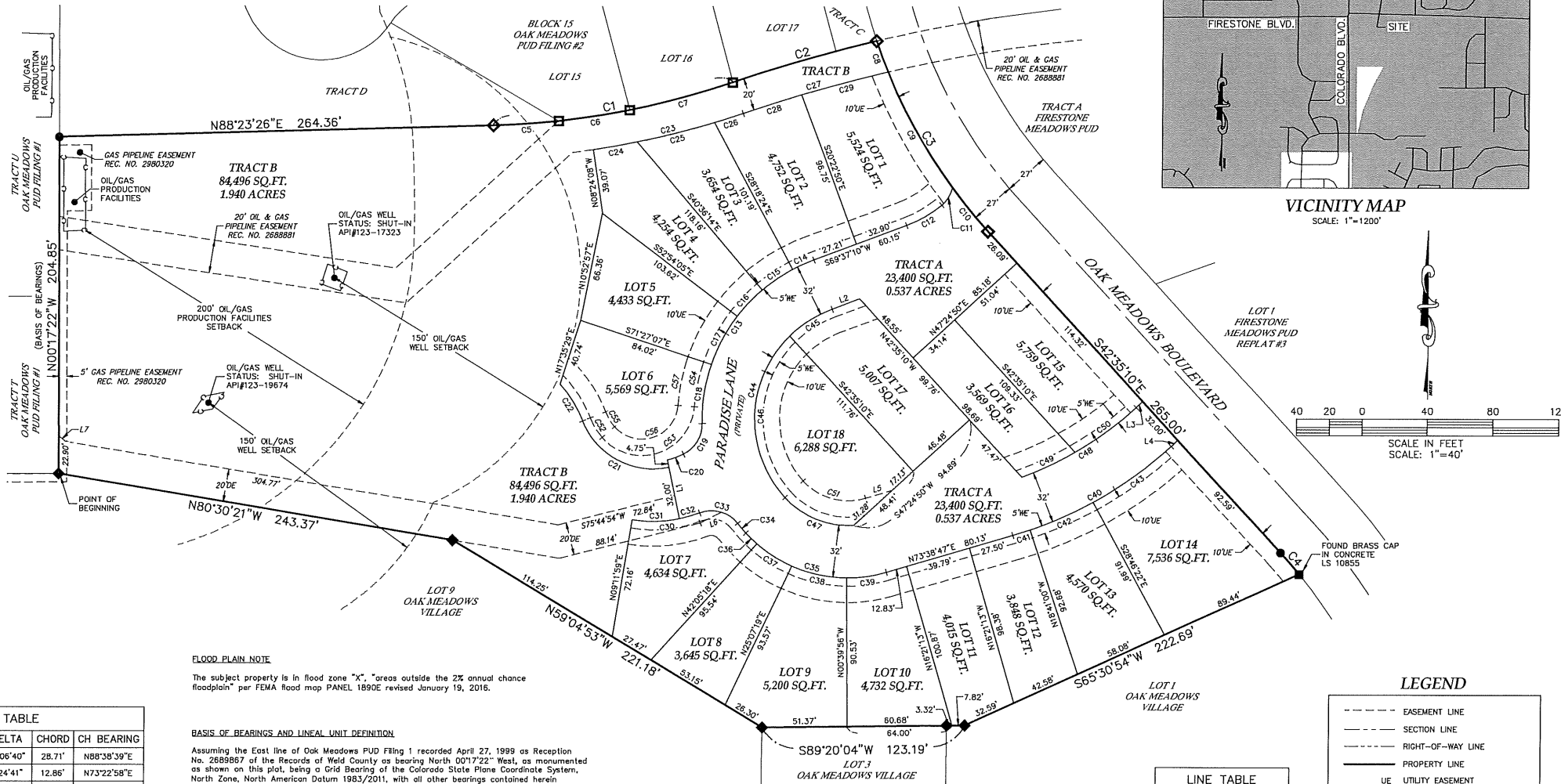
CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CH BEARING
C31	28.88'	78.38'	21°06'40"	N88°38'39"E
C32	12.87'	78.38'	9°24'41"	N73°22'58"E
C33	25.82'	20.25'	73°03'56"	N74°47'24"W
C34	7.80'	103.08'	4°20'04"	S40°25'28"E
C35	93.48'	84.00'	63°45'43"	S74°28'22"E
C36	9.38'	84.00'	6°24'01"	S45°47'31"E
C37	25.30'	84.00'	17°15'23"	S57°37'13"E
C38	34.14'	84.00'	23°17'20"	S77°53'35"E
C39	24.65'	84.00'	16°48'59"	N82°03'16"E
C40	111.48'	243.50'	26°13'57"	N60°31'46"E
C41	10.89'	243.50'	2°33'43"	N72°21'56"E
C42	41.89'	243.50'	9°51'26"	N66°09'21"E
C43	58.71'	243.50'	13°48'49"	N54°19'14"E
C44	139.21'	71.08'	112°12'40"	S13°30'50"W
C45	30.53'	71.08'	24°36'31"	S57°18'55"W
C46	108.68'	71.08'	87°36'09"	S01°12'35"W
C47	46.81'	52.00'	51°34'28"	S68°22'44"E
C48	81.82'	211.50'	22°09'59"	N58°29'49"E
C49	35.81'	211.50'	9°42'02"	N64°43'48"E
C50	46.02'	211.50'	12°27'57"	N53°38'48"E
C51	41.18'	37.00'	63°45'42"	S74°28'21"E
C52	14.06'	41.38'	19°27'52"	S31°23'25"E
C53	75.43'	32.00'	135°03'12"	N71°21'04"E
C54	25.97'	108.08'	13°46'00"	S10°42'28"W
C55	10.66'	31.38'	19°27'52"	S31°23'25"E
C56	51.86'	22.00'	135°03'12"	N71°21'04"E
C57	28.37'	118.08'	13°46'00"	S10°42'28"W

PRELIMINARY

Steven Parks - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38348

FINAL PLAT OAK MEADOWS TOWNHOMES

Situate in the Southwest Quarter of Section 6, Township 2 North, Range 67 West of the 6th P.M.,
Town of Firestone
County of Weld
State of Colorado
Sheet 1 of 1



FLOOD PLAIN NOTE

The subject property is in flood zone "X", "areas outside the 2% annual chance floodplain" per FEMA flood map PANEL 1890E revised January 19, 2016.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the East line of Oak Meadows PUD Filing 1 recorded April 27, 1999 as Reception No. 2889867 of the Records of Weld County as bearing North 00°17'22" West, as monumented as shown on this plat, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

TITLE COMMITMENT NOTE

This survey does not constitute a title search by King Surveyors to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Commitment Number 459-H0451982-820-GRO, Amendment No. 3, dated October 20, 2016 as prepared by Heritage Title Company to delineate the aforesaid information.

SURVEYOR'S STATEMENT

I, Steven Parks, a Colorado Licensed Professional Land Surveyor, do hereby state that this Subdivision Plat was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon were found or set as shown, and that the foregoing plat is an accurate representation thereof, all this to the best of my knowledge, information, belief, and in my professional opinion.

LAND USE TABLE

LOTS (18)	1.997 ACRES	45%
TRACT A	0.537 ACRES	12%
TRACT B	1.940 ACRES	43%
TOTAL	4.474 ACRES	100%

TRACT USE SUMMARY TABLE				
TRACT	AREA(SQ. FT.)	AREA (AC)	USE	OWNER
TRACT A	23,400	0.537	UTILITY, ACCESS AND DRAINAGE EASEMENT	H.O.A.
TRACT B	84,496	1.940	UTILITY, PEDESTRIAN AND ACCESS EASEMENT	JOSEPH TARANTINO

NOTES:

- A Public Access Easement and a Storm Drainage Easement shall be dedicated over all of Tract "A". An Exclusive Potable Water and Sanitary Sewer Easement shall be dedicated over all of Tract "A", except that other utilities shall be allowed perpendicular crossings of Tract "A".
- A Utility Easement and a Pedestrian and Access Easement for trail purposes shall be dedicated over all of Tract "B".

TOWN APPROVAL

This is to certify that the Plat of **OAK MEADOWS TOWNHOMES** was approved on this

_____ day of _____, by Resolution No. _____, and that the Mayor of the Town of Firestone on behalf of the Town of Firestone, hereby acknowledges said Plat upon which this certificate is endorsed for all purposes indicated thereon.

Mayor

ATTEST: Town Clerk

LINE TABLE		
LINE	BEARING	LENGTH
L1	S11°54'41"E	36.75'
L2	N69°37'10"E	17.97'
L3	S47°24'50"W	5.39'
L4	N47°24'50"E	5.39'
L5	N73°38'47"E	17.08'
L6	N63°18'28"E	14.64'
L7	S51°56'18"E	5.37'

Owner/Applicant/Developer:
Joseph Tarantino
3702 Valley View Court
Loveland, CO 80537
ph. (970) 481-9578
jtarantino.com

Engineer:
Owen Consulting Group, Inc.
Larry Owen
7047 E. Balancing Rock Road
Scottsdale, AZ 85037
ph. (303) 913-5382
larryowen@comcast.net

Surveyors:
King Surveyors
Steven Parks
650 E. Garden Drive
Windsor, CO 80550
ph. (970) 686 - 5011
sparks@kingsurveyors.com

LEGEND

- EASEMENT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- PROPERTY LINE
- UE UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- WE WATER EASEMENT
- U&ADE UTILITY, ACCESS AND DRAINAGE EASEMENT
- U&PAE UTILITY AND PEDESTRIAN ACCESS EASEMENT
- H.O.A. HOMEOWNERS ASSOCIATION
- FOUND MONUMENT AS DESCRIBED
- FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 24988
- FOUND #4 REBAR WITH RED PLASTIC CAP STAMPED KS, LS 38348
- SET 24" OF #4 REBAR WITH A RED PLASTIC CAP STAMPED KS, LS 38348
- CALCULATED POSITION

OAK MEADOWS TOWNHOMES	
FINAL PLAT	
Name of Application:	OAK MEADOWS TOWNHOMES
Type of Submittal:	FINAL PLAT
Filing Number:	
Phase Number:	
Sheet Title:	
Preparation Date:	1/13/2017
Revision Date:	4/10/2017
Revision Date:	8/3/2017
Revision Date:	4/2/2018
Revision Date:	
Revision Date:	
Sheet 1 of 1	

DATE: 1/13/2017

FILE NAME: 20160447SUB

SCALE: 1"=40'

DRAWN BY: CSK

CHECKED BY: SIP

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: info@Kingsurveyors.com



DATE: 4/10/17

DATE: 8/3/17

DATE: 4/2/18

REVISIONS:
REVISED PER COMMENTS
REVISED PER COMMENTS
REVISED PER COMMENTS

OAK MEADOWS TOWNHOMES
FOR
OWEN CONSULTING GROUP, INC.
3715 SHALLOW POND DRIVE
FORT COLLINS, CO 80528

PROJECT #: 20160447

1

SHEET 1 OF 1

RESOLUTION NO. 18-38

A RESOLUTION APPROVING A FINAL PLAT FOR ADVANCED FORMING TECHNOLOGY FILING NO. 2

WHEREAS, there has been submitted to the Planning and Zoning Commission and Board of Trustees of the Town of Firestone a request for approval of a final plat for Advanced Forming Technology Filing No. 2; and

WHEREAS, all materials related to this application have been reviewed by Town Staff and found with conditions to be in compliance with Town of Firestone subdivision and zoning ordinances, Development Regulations, and related Town ordinances, regulations, and policies; and

WHEREAS, the Firestone Planning and Zoning Commission held a properly noticed public hearing on the application, and has forwarded to the Board of Trustees a recommendation of approval with conditions; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Board of Trustees finds the proposed final plat should be approved, subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Final Plat for Advanced Forming Technology Filing No. 2 hereby approved, subject to the conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 26th day of September, 2018.

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

EXHIBIT A
Advanced Forming Technology Filing No. 2
Final Plat
Conditions of Approval

1. Provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
2. Execute a subdivision agreement, in a form to be approved by the Town Attorney.
3. Execute a deed conveying Tract 1 to the Town of Firestone, free of liens and encumbrances.
4. Revise plat to show all easements listed in the title commitment.
5. Revise legal description to conform with the recorded Filing No. 1. Identify if the property pins around Lot 2 were found or set.
6. Update the platy to reflect the current status of the two wells shown on Sheet 3. Show a 25' setback from plugged and abandoned wells and add the following note to the plat: "No structures, temporary or permanent, shall be constructed within the setback for the plugged and abandoned well located on Lot 1."
7. On Sheet 3, in the third line of the title block, add "a portion of" between "of" and "Lot 1," to match Sheets 1 and 2.



Staff Report

Advanced Forming Technology Filing No. 2

Final Plat

**Prepared by the
Town of Firestone for the
Board of Trustees**

September 26, 2018

Applications

This staff report is for the Advanced Forming Technology Filing No. 2, Final Plat ("Final Plat"). The applicant for this submittal is Advanced Forming Technology, Inc.

Notice

Pursuant to the Town Code and Development Regulations, proper notification of the public hearings was published. Proof of notification to owners of interest and surrounding property owners and a property posting log will be provided by the applicants prior to the hearings.

Location and Process

The approximate location of the Final Plat is located within the boundaries of Pine Cone Avenue and Frontier Street, south of the existing building and abutting Frontier Street. This is a minor subdivision of Lot 1 of Advanced Forming Technology Filing No. 2.

Site Analysis

The Final Plat is comprised of Lot 1 which will be 31.89 acres and Lot 2 which will be 50.44 acres and Tract 1 which will be 1.71 acres. The property is generally flat and would be appropriate for the proposed use.

Plan Analysis

The Final Plat is a minor subdivision and has been created to subdivide the previously approved Lot 1 of Advanced Forming Technology Filing No. 1 and create 2 new lots and a tract. The tract will be dedicated for Right of Way to the Town of Firestone along Pine Cone Avenue to the north.

Planning and Zoning Commission and Board of Trustees Conditions and Standards for Approval

For your general reference, attached are the conditions and standards of approval for a PUD district that are stated in the Firestone Development Regulations.

Conditions and Standards for Approval

The Planning Commission and the Town Board of Trustees may approve a PUD application if it meets the intent of these Regulations and complies with the Town Code and other controlling regulations and documents, including the development standards specified herein. The Planning Commission and Town Board shall consider the following in making their decision for approval, approval with conditions, or denial of a PUD:

- A. The proposed PUD district is compatible with present development in the surrounding area, and will not have a significant, adverse effect on the surrounding area;
- B. The proposed PUD district is consistent with the public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;
- C. The proposed PUD district is consistent with the overall direction, intent of Titles 16 and 17 of the Town Code, and the intent and policies of the Town's comprehensive plan and other policy documents of the Town;
- D. The proposed PUD district provides for a creative and innovative design which could not otherwise be achieved through other standard zoning districts;
- E. The exceptions from the zoning regulations requested in the proposed PUD are warranted by virtue of innovative design and amenities incorporated in the PUD district;
- F. The PUD provides adequate circulation in terms of internal street circulation system, designed for the type of traffic generated, for separate living areas, convenience, safety, access, and noise and exhaust control. Proper circulation in parking areas shall be provided in terms of safety, convenience, separation and screening. The PUD should provide for buffering from collector and arterial streets through earthen berms, landscaping, and other methods;
- G. The PUD provides functional open space in terms of practical usability and accessibility, and optimum preservation of natural features, including trees and drainage areas, recreation, views, natural stream courses, bodies of water and wetlands;
- H. To the extent practicable, the PUD provides variety in terms of housing types, housing size, densities, facilities and open space;
- I. The PUD provides for pedestrian and bicycle traffic in terms of safety, separation, convenience, access, destination and attractiveness. If possible, there shall be an internal pedestrian circulation system separate from the vehicular system such that allows access to adjacent parcels, parks, open space, or recreational facilities within the PUD as well as links to trail systems of the Town;
- J. Building types in terms of appropriateness to density, site relationship and bulk;
- K. Building design in terms of orientation, spacing, materials, color, texture, storage, signs and lighting;

- L. Landscaping of the site in terms of purpose, such as screening, types and materials used, maintenance suitability, water demands and effect on the area;
- M. Services including utilities, fire, police protection and other such services are available or can be made available to adequately serve the development;
- N. No structures in the PUD shall encroach on a floodplain except as permitted by the Town's floodplain ordinance;
- O. No occupied structure shall be located on ground showing severe subsidence potential without adequate design and study approved by the Town;
- P. Visual relief and variety of visual sitings shall be located within the PUD through building placement, shortened or interrupted street vistas, visual access to open space and other design methods;
- Q. The fiscal impacts on the Town, relative to expected service provision costs and anticipated revenue to the Town;
- R. Compliance with the provisions of any applicable intergovernmental agreements;
- S. The PUD incorporates a lighting plan and facilities to minimize of light drift outside the PUD in an effort to help preserve the night sky;
- T. To the extent reasonably practicable, the PUD shall strive to incorporate "green" building standards and design guidelines for all residential and commercial development in an effort increase energy efficiency and reduce energy consumption;
- U. To the extent reasonably practicable, the PUD shall strive to incorporate renewable energy technologies;
- V. To the extent reasonably practicable, the PUD shall strive to incorporate best management practices in recycling, water conservation, soils preservation and sustainable development practices;
- W. To the extent reasonably practicable, the PUD shall strive to incorporate Infrastructure design that emphasizes technology that will encourage the development of "knowledge workers" and will facilitate telecommuting.

Planning Commission or Board of Trustees Action

The Planning Commission Board or Board of Trustees has the following options relative to the action on applications in general. As necessary additional information relative to continuances, etc. can be provided by the Town Attorney.

- A. Make a decision and vote on the application, using the draft resolution previously prepared, as may be amended during the hearing; or
- B. Make a decision and vote on the application, but request the Town Attorney to prepare findings of fact and conclusions for approval and adoption at the next regular meeting; or
- C. Defer a decision and direct the Town Attorney to prepare findings of fact and conclusions to be submitted to the Board of Trustees at its next regular meeting,

with final deliberation, decision and adoption of the findings of fact and conclusion at that meeting; or

- D. Defer a decision until a date certain, as is mutually agreed upon by the Applicant and the Board of Trustees, by which time the record and all evidence can be reviewed. At that time the Board of Trustees can either adopt findings of fact and conclusions or direct the Town Attorney to prepare findings of fact and conclusions for adoption at the next regular meeting after the meeting to which the matter has been deferred.

RECOMMENDATION

Town staff and the Planning Commission recommend approval of the application with a certain amount of conditions that has been provided in the form of a draft resolution for the Board of Trustees public hearing.

FINAL PLAT
ADVANCED FORMING TECHNOLOGY FILING NO. 2
A SUBDIVISION OF A PORTION OF LOT 1 OF ADVANCED FORMING TECHNOLOGY FILING NO. 1 BEING PART OF THE NW 1/4 OF SECTION
20, TOWNSHIP 2 NORTH, RANGE 67 WEST, OF THE 6TH P.M., TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
SHEET 1 OF 3

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED ADVANCED FORMING TECHNOLOGIES, INC. A COLORADO CORPORATION BEING THE OWNER OF THE LAND AS SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

A PORTION OF LOT 1 ADVANCED FORMING TECHNOLOGY FILING NO. 1 BEING A PART OF THE NW 1/4 OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: ASSUMING THE NORTH LINE OF THE NW 1/4 OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 67 WEST AS BEARING NORTH 89°50'22" EAST BETWEEN A 2 1/2" UNREADABLE ALUMINUM CAP IN A MONUMENT BOX ON THE WEST END AND A 2 1/2" ALUMINUM CAP PLS 33636 IN A MONUMENT BOX ON THE EAST END, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHWEST SECTION CORNER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
THENCE ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 20, N 89°50'22" E FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;
THENCE DEPARTING SAID NORTH LINE, ALONG THE EAST RIGHT-OF-WAY LINE OF FRONTIER STREET AS DEDICATED IN DOCUMENT RECORDED AT RECEPTION NO. 2852703, S 01°02'32" E FOR A DISTANCE OF 488.80 FEET TO A POINT ON THE NORTH LINE OF LOT 2 OF ADVANCED FORMING TECHNOLOGY FILING NO. 1;
THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, ALONG THE NORTH, EAST AND SOUTH LINES OF SAID LOT 2 THE FOLLOWING THREE COURSES AND DISTANCES;

1.S 89°12'59" E FOR A DISTANCE OF 489.59 FEET;
2.S 01°02'32" E FOR A DISTANCE OF 351.17 FEET;
3.N 89°12'59" W FOR A DISTANCE OF 489.59 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF FRONTIER STREET;

THENCE ALONG SAID EAST RIGHT OF WAY LINE, S 01°02'32" E FOR A DISTANCE OF 1164.70 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE ALONG THE SOUTH LINE OF LOT 1, ADVANCED FORMING TECHNOLOGY FILING NO. 1. THE FOLLOWING SIX (6) COURSES AND DISTANCES;

1.N 64°19'25" E FOR A DISTANCE OF 87.48 FEET;
2.N 84°17'45" E FOR A DISTANCE OF 1065.88 FEET TO A POINT OF CURVATURE;
3.ON A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A DELTA ANGLE OF 55°48'51", FOR AN ARC LENGTH OF 194.83 FEET, THE CHORD OF WHICH BEARS N 56°09'02" E FOR A DISTANCE OF 187.22 FEET;
4.N 28°23'26" E FOR A DISTANCE OF 864.64 FEET TO A POINT OF CURVATURE;
5.ON A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 49°17'49", FOR AN ARC LENGTH OF 193.59, THE CHORD OF WHICH BEARS N 53°04'00" E FOR A DISTANCE OF 187.67 FEET;
6.N 77°44'48" E FOR A DISTANCE OF 731.10 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE ALONG THE EAST LINE OF SAID LOT 1, N 01°31'17" W FOR A DISTANCE OF 910.89 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;
THENCE ALONG THE NORTH LINE OF SAID LOT 1, S 89°50'22" W FOR A DISTANCE OF 2487.70 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 84.04 ACRES.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF ADVANCED FORMING TECHNOLOGY FILING NO. 2, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE THE STREETS, AVENUES AND OTHER PUBLIC PLACES, TRACTS/OUTLOTS, INCLUDING TRACT 1, AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE PUBLIC ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE TOWN OF FIRESTONE, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF FIRESTONE, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF FIRESTONE SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF FIRESTONE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES AND/OR CENTURY LINK, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES, AND/OR CENTURY LINK. AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF FIRESTONE, COLORADO.

OWNER:
ADVANCED FORMING TECHNOLOGY, INC. A COLORADO CORPORATION

BY: _____
DREW KELLY CFO ADVANCED FORMING
TECHNOLOGY INC. A COLORADO CORPORATION

NOTARY CERTIFICATE:

STATE OF COLORADO)
COUNTY OF WELD) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____DAY OF _____, 20____,
BY _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

ADDRESS OF NOTARY: _____

TOWN APPROVAL BLOCK:

THIS IS TO CERTIFY THAT THE FINAL PLAT OF ADVANCED FORMING TECHNOLOGY FILING NO. 2, WAS APPROVED ON THIS ____ DAY OF _____, 20____,
BY RESOLUTION NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR _____

ATTEST TOWN CLERK _____

LENDER CONSENT

THE UNDERSIGNED, RBS CITIZENS, N.A., A BANKING CORPORATION, AS THE BENEFICIARY OF A DEED OF TRUST RECORDED WITH THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4026399 AND THAT CONSTITUTES A LIEN UPON THE OWNER'S PROPERTY, HEREBY CONSENTS TO THE DEDICATION OF THE STREETS, AVENUES, EASEMENTS, OUTLOTS, TRACTS, AND OTHER PUBLIC PLACES AS SHOWN ON THE FINAL PLAT OF ADVANCED FORMING TECHNOLOGY FILING NO. 2, AN HEREBY FOREVER RELEASES SAID LANDS FROM SAID LIEN.

DATE: _____

FOR RBS CITIZENS N.A.

SURVEYOR'S CERTIFICATE

I, GARY K. HAMMER CERTIFY THIS MINOR SUBDIVISION ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY CONFORMS TO ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND WELD COUNTY.

DATE: _____

GARY K. HAMMER PLS
COLORADO REGISTRATION # 24307

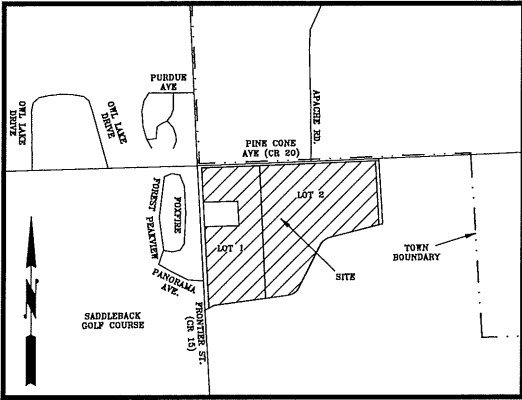
SURVEYOR'S NOTES:

1. BASIS OF BEARING: ASSUMING THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., AS BEARING NORTH 89°50'22" EAST BETWEEN THE FOUND MONUMENTS AS SHOWN ON THIS SURVEY AND WITH ALL OTHER BEARINGS HEREIN RELATIVE THERETO.

2. ALL DISTANCE MEASUREMENTS SHOWN ARE IN U.S. SURVEY FOOT.

3. FOR EASEMENTS AND RIGHTS OF WAY HAMMER LAND SURVEYING RELIED ON TITLE COMMITMENT PREPARED BY STEWART TITLE GUARANTEE COMPANY DATED MAY 24, 2018 AT 5:30 P.M. POLICY NO. 17000310320--AMENDMENT NO. 7

4. PROPERTY DOES NOT LIE IN FLOODPLAIN BASED UPON FEMA FLOOD INSURANCE RATE MAP FOR WELD COUNTY COLORADO PANEL NO. 08123C1895E EFFECTIVE DATE: 1/20/2016.



VICINITY MAP 1" = 1200'

OWNER:

ADVANCED FORMING TECHNOLOGY, INC.
ATTN: DREW KELLEY CFO
7040 WCR 20
FIRESTONE, CO 80504
303-835-6000
DKELLY@ARCW.COM

PLANNER:

AGPROFESSIONALS
ATTN: KELSEY BRUXVOORT
3050 67TH AVENUE, SUITE 200
GREELEY, CO 80634
970-535-9318
DFREDERICKSON@AGPROS.COM

SURVEYOR:

HAMMER LAND SURVEYING
ATTN: GARY HAMMER
3050 67TH AVE. SUITE 200
GREELEY, CO 80634
970-481-7592
HAMMERSURVEYING@COMCAST.NET

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

ADVANCED FORMING TECHNOLOGY	
FINAL PLAT	
NAME OF APPLICATION:	ADVANCED FORMING TECHNOLOGY
TYPE OF SUBMITTAL:	FINAL PLAT
FILING NUMBER:	FILING 2
PHASE NUMBER:	
PREPARATION DATE:	OCTOBER 13, 2017
REVISION DATE:	DECEMBER 11, 2017
REVISION DATE:	JUNE 04, 2018
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 1 OF 3	

HAMMER LAND SURVEYING, INC.
3050 67TH AVENUE, SUITE 200
GREELEY, CO 80634
PH: 970-535-9318

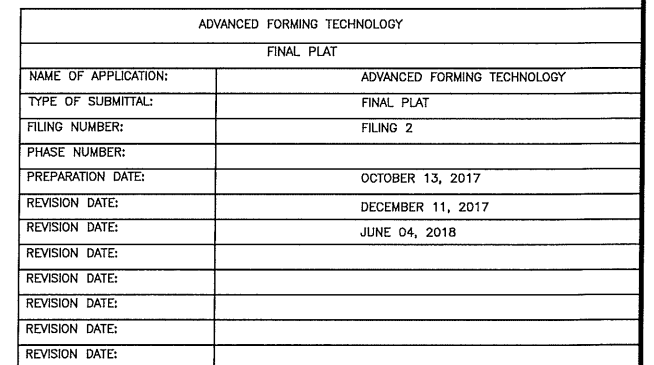
CLIENT: AGPROFESSIONALS
3050 67TH AVE. SUITE 200
GREELEY, CO 80634

SECTION 20, TOWNSHIP 2 NORTH
RANGE 67 WEST, 6TH P.M.

DATE: 10/13/17

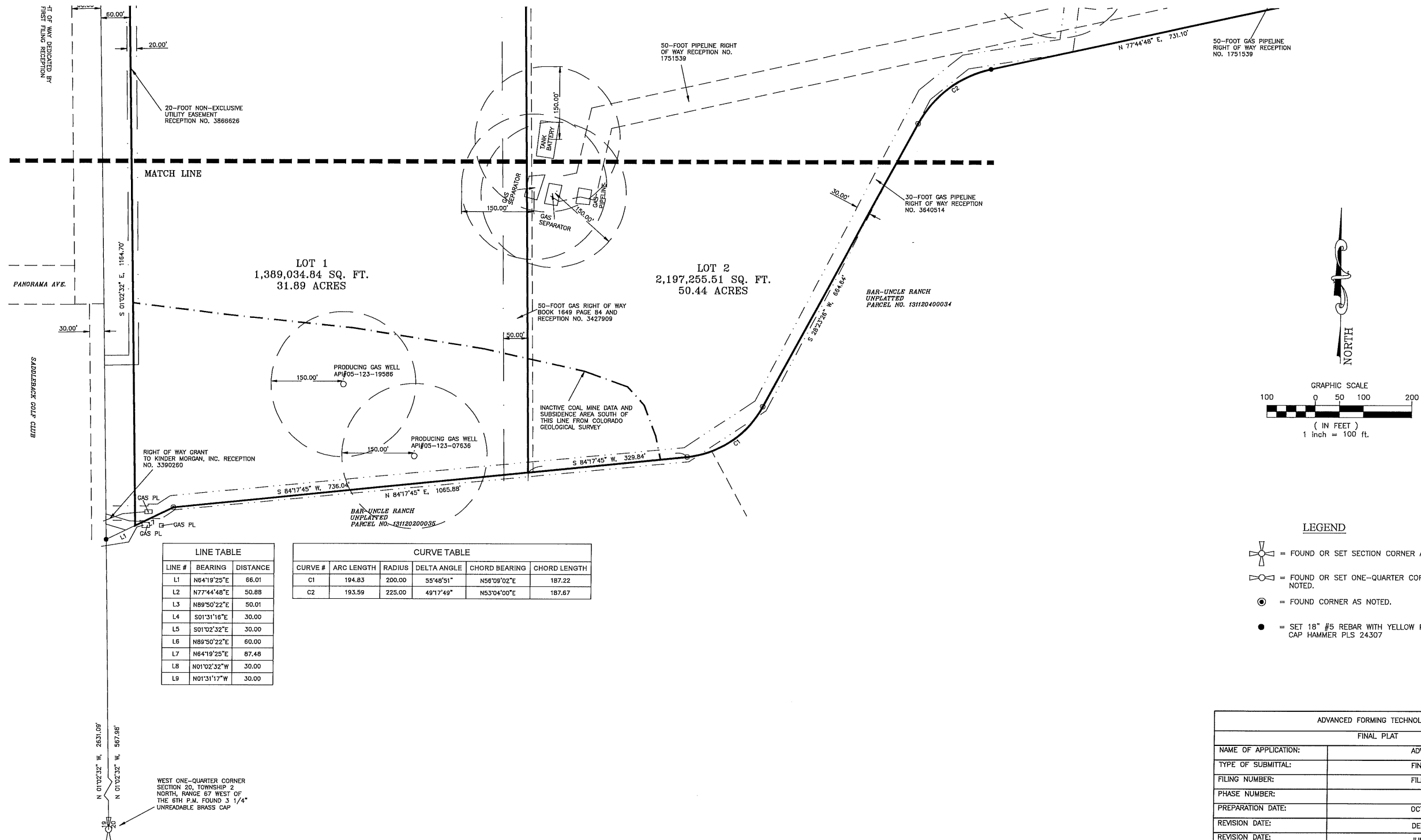
JOB#17024SUB
SHEET 1 OF 3

A SUBDIVISION OF A PORTION OF LOT 1 OF ADVANCED FORMING TECHNOLOGY FILING NO. 1 BEING PART OF THE NW 1/4 OF SECTION
20, TOWNSHIP 2 NORTH, RANGE 67 WEST, OF THE 6TH P.M., TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
SHEET 2 OF 3



FINAL PLAT
ADVANCED FORMING TECHNOLOGY FILING NO. 2

A SUBDIVISION OF LOT 1 OF ADVANCED FORMING TECHNOLOGY FILING NO. 1 BEING PART OF THE NW 1/4 OF SECTION 20, TOWNSHIP
2 NORTH, RANGE 67 WEST, OF THE 6TH P.M., TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
SHEET 3 OF 3



HAMMER LAND SURVEYING, INC.
3050 67TH AVENUE, SUITE 200
GREELEY, CO 80634
PH: 970-535-9318

CLIENT: AGPROFESSIONALS
3050 67TH AVE. SUITE 200
GREELEY, CO 80634

SECTION 20, TOWNSHIP 2 NORTH
RANGE 67 WEST, 6TH P.M.
DATE: 10/13/17
JOB#17024SUB
SHEET 3 OF 3

ADVANCED FORMING TECHNOLOGY	
FINAL PLAT	
NAME OF APPLICATION:	ADVANCED FORMING TECHNOLOGY
TYPE OF SUBMITTAL:	FINAL PLAT
FILING NUMBER:	FILING 2
PHASE NUMBER:	
PREPARATION DATE:	OCTOBER 13, 2017
REVISION DATE:	DECEMBER 11, 2017
REVISION DATE:	JUNE 04, 2018
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 3 OF 3	



September 4, 2018

VIA E-MAIL

Tracy Case – Senior Planner, City of Firestone

NOTICE OF MINERAL INTERESTS OWNED BY ANADARKO LAND CORP.

Re: Advanced Forming Technology
AGPROfessionals-Shannon Toomey
– Property Owner or “Applicant”
Lot 1 of Advanced Forming Technology Filing No. 1, Being part of the Northwest ¼ of
Section 20, Township 2 North, Range 67 West of the 6th P.M., Town of Firestone,
County of Weld, State of Colorado.

To Whom It May Concern:

This letter is being submitted on behalf of Anadarko Land Corp. (“ALC”) to inform you that the ALC owns minerals in all or parts of Section 20, Township 2 North, Range 67 West (“Property”).

ALC wishes to give notice to the City of the mineral interests they own under the Property and make the Town aware that the approval of a final application may significantly impact the prospective development of the minerals that underlie the Property.

ALC does not object to the subject AGPRO Project #1119-01, Lot 1 Advanced Forming Technology Filing 1. Please note that although ALC does not object to this process, we continue to assert our rights to make reasonable use of the surface of the property to develop our mineral interests.

Please contact me at 970-929-4371 if you have any questions or comments about this matter.

Sincerely,
ANADARKO PETROLEUM CORPORATION

A handwritten signature in black ink, appearing to read "Joe Kemock", written over a horizontal line.

Joseph Kemock
1099 18th Street
Denver, CO 80202-1918
Joseph.kemock@anadarko.com

cc: Jeff Fiske, Lead Counsel
Don Jobe
Rhonda Sutton
Joseph Kemock

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a.

Discussion/Action

Meeting Date: September 26, 2018

Initiated By:

Dept: Council & Board

AGENDA TITLE

Ordinance 944: AN ORDINANCE ADDING A NEW SECTION TO CHAPTER 2.04 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE APPLICATION OF TOWN ADMINISTRATIVE POLICIES AND PROCEDURES TO THE MEMBERS OF THE TOWN BOARD OF TRUSTEES AND BOARDS AND COMMISSIONS

CONTINUED October 10, 2018

SUMMARY

The Board of Trustees has concluded that applying similar policies and procedures of Employees, established to guide the employment practices and promote professionalism of Town employees, to Trustees and to members of Boards and Commissions promotes fairness by creating uniform policies for all persons in Town public service

HISTORY AND PREVIOUS BOARD ACTION

The Board has used the Employee Handbook as a general guideline for Policies & Procedures.

This will make it more streamlined towards all Boards & Commissions

RECOMMENDATION

To adopt Ordinance 944

ALTERNATIVES

Continue to October 10, 2018 for further review.

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

n/a

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b.

Discussion/Action

Meeting Date: September 26, 2018

Initiated By: Dave Lindsay

Dept: Community Resources

AGENDA TITLE

Firestone Reservoir No. 1 Pump Station Engineering Design Contract

SUMMARY

LG Everist is nearly completed with the mining and reclamation of the Carbon Valley Pit and staff has started work with them to make arrangements for the final closing. Staff has been working with Acuity, LLC to develop a final scope of services and budget for the "plumbing" associated with what will be Firestone Reservoir No. 1. This work includes design of the primary pump station that will transfer water from the reservoir to non-potable irrigation system and to make augmentation return flows to the St Vrain River. The work also includes the design of a conveyance to transfer water from the Rural Ditch to the Last Chance Ditch and from the Last Chance Ditch to Reservoir No. 1.

Staff has completed negotiations with Acuity and presents the attached Engineering Services agreement for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

In July 2016 the Town entered into an agreement with Acuity to prepare a feasibility study for Firestone Reservoir No. 1 in support of a Colorado Water Conservation Board (CWCB) loan application.

Ordinance 897 was approved by the Board of Trustees at the regular meeting on October 12, 2016 approving a purchase and exchange agreement with LG Everist for the purchase of the Carbon Valley Pit (Firestone Reservoir No. 1).

Ordinance 902 was approved by the Board of Trustees at the regular meeting on January 11, 2017 approving a loan agreement with CWCB for the purchase of a reservoir, purchase of water rights to be stored in the reservoir, and infrastructure costs related to water conveyed in and out of the reservoir.

RECOMMENDATION

Staff recommends the Board of Trustees waive the purchasing policy requirement to seek 3 bids for these civil engineering services because Acuity's previous work on the project and their familiarity with the project.

Staff further recommends the Board of Trustees approve the attached agreement for engineering services with Acuity, LLC for the Firestone Reservoir No. 1 Pump Station for an amount not to exceed \$663,568.00 and authorize the Mayor to execute the agreement on behalf of the Town.

ALTERNATIVES

The Board could direct staff to modify the terms of the agreement, to put the work out for other proposals, or to put the project on hold.

ATTACHMENTS

1. Sketch Plan (2018.07.11)
2. Consulting Agmt-Firestone Reservoir No 1 Pump Station (Acuity 2018.09.20)

FINANCIAL CONSIDERATIONS

The not to exceed contract amount of \$663,568.00 will be paid from the Water Fund through the CWCB loan for the

project.



Rural Crosses
Over Last Chance

Return Flow
Pipe to River

Last Chance Ditch

WTP

PS

Irrigation System
Discharge Pipe

Firestone
Reservoir #1

Diversion from
Last Chance Ditch

Rural Ditch

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND ACUITY, LLC
FOR ENGINEERING SERVICES**

(Firestone Reservoir No. 1 Pump Station)

1.0 PARTIES

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and **Acuity, LLC**, a Colorado limited liability company, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Consultant for the purpose of providing engineering services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The Consultant shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other consultants to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1 The Town shall pay the Consultant for services requested and rendered under this Agreement for the base fee of \$554,058.00 plus as-needed costs for the design of a transfer pump station from the Last Chance Ditch and for HEC-RAS modeling, set forth in Exhibit “A”; provided, however, that the total amount payable for Services under this Agreement shall in no event exceed \$663,568.00. For services compensated at hourly rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the Town Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to

bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Consultant shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates Julie Pasillas, Director of Community Resources, as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Director of Community Resources and such person's designees.
- 5.2 The Consultant designates Kevin O'Connell as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall be October 1, 2018 to December 31, 2019, unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 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. Evidence of qualified self-insured status may be substituted.
- 7.1.2 Consultant's own automobile liability and physical damage insurance and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by Colorado law (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
- 7.1.3 Professional liability insurance against errors and omissions with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.1.4 General liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the Town of Firestone, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Firestone, its officers and its employees, and shall contain a severability of interests provision.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. 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 the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall 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.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

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

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Town, and its elected and appointed 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 services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the Town or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant'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.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the Town as to end results of the work only. **As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

11.0 ASSIGNMENT

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the Town prior to Consultant's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Firestone
Attn: Director of Community Resources
151 Grant Ave.
P.O. Box 100
Firestone, Colorado 80520
Telephone: (303) 833-3291
Fax: (303) 833-4863

If to the Consultant:

Kevin M. O'Connell, PE
Acuity, LLC
1550 Larimer Street, Suite 288
Denver, CO 80202

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant 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, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

Date: _____

Acuity, LLC
a Colorado limited liability company

By: _____

Title: _____

Attest: _____

Date: _____

Exhibit A – Scope of Services

[See Following 8 Pages]

EXHIBIT A – September 13, 2018

The Scope of Services consists of 6 overall tasks with several underlying subtasks. The project budget and schedule are also based on this same framework.

Project Elements

Rural Ditch to Last Chance Ditch Transfer

The Town desires to transfer water from the Rural Ditch to the Last Chance Ditch, which will serve as the primary source of supply for the Reservoir. Aerial imagery suggests that the Rural Ditch currently crosses the Last Chance Ditch via an elevated chute or flume. We have assumed that the elevation difference between the ditches will allow for a gravity solution to transfer 15 CFS into the Last Chance Ditch.

Diversion from Last Chance Ditch to Firestone Reservoir No. 1

The Last Chance Ditch is the primary water supply for the Firestone Reservoir No. 1 (reservoir). Environmental and conveyance constraints will be evaluated during the design. The goal is to site and design an intake structure capable of delivering 40 CFS to the Reservoir. For permitting reasons, boring may be required under the ditch.

Multi-Level Outlet and Pump Station (to river)

Planning level efforts have identified the need for a pump station with a multi-level outlet in the northwest corner of the reservoir. We anticipate either a tower or an inclined structure installed on the side slope of the reservoir.

Transmission/Delivery Piping

The Town plans to deliver water from the reservoir to the St. Vrain River and to an irrigation system. The maximum transmission flow rates shall be 4,000 gpm and 2,500 gpm to the St. Vrain and irrigation system, respectively. We will complete civil engineering design of these transmission mains, including transient analysis in the event of a rapid shutdown of the station. We will coordinate with the Town on the non-pot irrigation line. The Town will provide the pipe sizing, friction losses, and TDH requirements for the pumps on the irrigation system. Our Design services shall include pipeline routing, material, diameter, and wall thickness selections, and design of related appurtenances (such as outlets) on the pipeline to the St. Vrain. These efforts must be carefully coordinated with pump selection, as the system curves will likely be sensitive to transmission main roughness and diameter. Proper energy dissipation at the outlets must also be provided to avoid erosion and related operation and maintenance difficulties. We anticipate two meter vaults (at the inflow to, and outflow from, the reservoir).

Task 1.0 - Project Kickoff and Coordination

Facilitate one meeting with design team and Town to review program discuss strategies on project staging, permitting strategy, and schedule. The final design and construction schedule will rely on the mining and restoration schedule provided by L.G. Everist. We have included approximately one design team meeting per week (mostly by phone) and one monthly in-person meeting with Town staff.

Objectives:

- Establish lines of communication for project
- Further understand update Firestone project concepts, ideas, and objectives
- Obtain a clear sense of direction towards the preliminary design and project schedule
- Verify initial preferences on operations, equipment, control, and electrical from Firestone

Following the Project Kickoff Meeting, and all other meetings, we will produce meeting minutes and distribute them to the project teams to foster project communication.

Deliverables and meetings:

- Kickoff meeting and conference call
- Weekly design team meeting minutes
- Monthly Town meetings minutes
- Preliminary Schedule

Task 2 - Information Gathering and Schematic Design Development (15%)

Obtain a detailed topographic map of the ground surface around top of the existing gravel pit and along pipe routes. Perform soils borings at select locations to determine soil types, bearing pressures, groundwater levels, and compaction requirements. (Note that the Geotechnical Engineer has not offered to increase its E&O insurance coverage and therefore the geotechnical work will be covered up to \$1M.) Obtain utility locates and perform pot-holing at utility locations. A wetland survey and delineation report will be performed during this phase.

We anticipate a schematic layout of the following elements of the project: Inlet Structure at Last Chance Ditch; Pipeline from ditch to reservoir; Inflow Pump Station at Last Chance Ditch (if needed); Flow Measurement Vault (inflow); Inflow Discharge Structure/Energy Dissipater at Reservoir; Outlet Wet Well, Reservoir Intake Structure (tower or side slope); Outlet Pump Station; Outflow Yard Piping/Manifold; Diversion Structure from Rural Ditch into Last Chance Ditch (assumed by gravity).

Once we receive the survey and geotechnical information, we will be able to begin site layout, preliminary pump hydraulics and conceptual design as outlined in the next task. The goal is to prepare a 15% schematic design for review by the Town.

We have included one meeting with the Town Building and Fire Departments to coordinate the permitting requirements of the structures.

A topographic survey of the as-completed grading of the gravel pit is not included in this scope. We have included an existing topographic survey of the Last Chance Ditch from the reservoir site to Highway 13 (Colorado Blvd.).

- Evaluate Last Chance Ditch Inlet Structure (Reservoir Fill)
Estimate the pipe diameters required by the proposed operational scenarios (reservoir inflow, either by gravity or pumping, at 40 CFS). We will prepare a Design Memorandum to Firestone stating the proposed operating conditions and parameters. The Design Memo will include preliminary hydraulic calculations and other supporting information and documentation for Firestone's records.

Note that design of improvements to the conveyance of the Last Chance Ditch (as well as permitting) is not included in this Proposal. The existing condition of the ditch (flat slope, overgrown grassy wetland), as well as winter operating conditions (freezing) may prove a challenge to the conveyance of 40 CFS. If 40 CFS is not available in the Ditch the reservoir will be filled at a lower rate. We suggest that the capacity of the ditch be a topic included in a meeting with the ditch company.

In the event that the reservoir cannot be filled at the desired rate by gravity, we have included an alternate/addition to the scope one additional pump station to deliver 40 CFS from the Last Chance Ditch to the Reservoir. This item will be evaluated based on the variables of: flow rate; available head at the ditch; and, the static head in the reservoir.

- Evaluate Rural/Last Chance Ditch Diversion Structure
Review site constraints, hydraulics and siting for a structure to divert water from the Rural Ditch into the Last Chance Ditch at 15 CFS. We have included two meetings with the ditch companies and their engineer to discuss ditch operations and preferences on the location of this structure.

Modeling of the Last Chance Ditch, to verify that the Firestone structures do not impede the carrying capacity of the ditch has been included as an alternate scope.

- Evaluate Reservoir Outlet Pump Station
Review discharge from reservoir to St. Vrain River at flow rate of approximately 4,000 gpm. We anticipate this system will consist of on/off VFD controlled pump(s). Also review a discharge that will tie into an irrigation system (by others) at a flow rate of approximately 2,500 gpm. This will be a separate, stand alone, system that will be controlled by a VFD pump. A wet well or tower system is needed to provide variable intake elevations from the reservoir.
- Prepare Schematic Plans
Plan views and section views of the pump station and pipeline configurations outlined in Task 1.0 for Firestone's review.
- Evaluate the Fill Line to the Reservoir
Analyze route, hydraulics, pipe material, and excavation depth for approximately 900 LF of pipe capable of delivering water to the reservoir and a future reservoir (to be located directly west of the Firestone Reservoir No. 1).
- Evaluate the Discharge Line to the St. Vrain River
Analyze route, hydraulics, pipe material, and excavation depth for approximately 2600 LF of pipe for return flow to St Vrain.

- Evaluate Metering Requirements
Coordinate with Town (and Town's consultant) and State Engineer Office to determine metering and recording requirements.
- Meet with Firestone to review the Schematic designs
The goal of the meeting is to finalize the configuration and take note of any alterations before moving to the Conceptual Phase.
- Identify Easement Requirements
Coordinate with the Town to identify easement required. Prepare exhibits to support negotiations.
- Coordinate Future Needs with Town
We understand that there is the potential for additional storage in the area and, ultimately, the possibility for using the Firestone Reservoir as a potable water supply. We will consider these elements during this phase to the extent possible.

Objectives:

- Finalize project concept
- Develop schematic design
- One (1) meeting with Firestone to present and discuss schematic layout
- Two (2) site visits to coordinate with surveyor, geotechnical engineer, locates and potholing

For the Firestone meeting, the Acuity team will provide three large-scale drawings (site plan and layout, and cross-section views of inflow and outflow) to be redlined and used as brainstorming tools, in addition to the meeting agenda and minutes. Note that this scope does not include an analysis of the carrying capacity of the Rural or Last Chance ditches. We have included sixteen hours for coordination with the ditch companies and their engineers.

Deliverables and meetings:

- Meeting agendas
- Meeting minutes
- Equipment preferences
- Design Report
- Geotechnical Report
- Site Topo map and property line survey
- Site utility locates
- Pot-holes and measurements
- Wetlands Delineation Report
- Site easement survey and topographic map
- Full-size design option figures
- Prepare initial Opinion of Cost

Task 3.0 – Conceptual Design (35%) – (Permitting Set)

With the key options narrowed down through the successful earlier design phase, the Team will begin preparation of the 35% conceptual plan design. This phase will allow us to appropriately incorporate staging into the design, further quantify the construction costs, and identify more specific design, process, and layouts. Quality communication through this stage is very important to a smooth design. It is our intention to meet with Firestone monthly (at a minimum) to address different project aspects as they are designed. Firestone will conduct a plan review and provide comments at the end of this phase. We will also seek a contractor review of the plans for constructability and phasing.

During this task we will prepare preliminary system curves for the selected configuration for sizing the submersible pumps, pipes, and concrete structures.

This set (35%) will be sent to permitting agencies once we have identified a strategy.

For this proposal we have assumed that a Nationwide 404 permit will be required. We will evaluate an alternative that could avoid the 404 process and, if applicable could result in a lower permitting cost. Conversely, if an individual 404 is required the permitting cost could be substantially higher.

Objectives, deliverables, and meetings:

- Site Design
 - Calculate material quantities
 - Preliminary sheet list
 - Preliminary list and index of specifications
 - Preliminary list of details
- 35% design Opinion of Cost
- Prepare “Permit Set” (35% design)
- Deliver plans and Opinion of Cost to Firestone for review
- Four (4) meeting with Firestone to review 35% design progress
- Meeting agendas
- Meeting minutes
- The 35% submittal will include the following:
 - Title Sheet,
 - General Notes and Project Vicinity Sheet,
 - Site Plan with existing and proposed topography around boundary of reservoir
 - Access/staging plan
 - Restoration/Landscape design
 - Intake and Reservoir pump station floor plans and elevation views
 - Pump station(s) layout
 - Energy dissipater/outlet structure at Reservoir
 - Intake vault details at Last Chance Ditch
 - Fill pipeline to reservoir plan and profile
 - Return pipeline to river plan and profile
 - Irrigation line to Town plan and profile to property line
 - Consultation with structural engineer and electrical engineer to review 35% structure layout and site concepts

- SCADA will be performed by the Town, we have included hours for coordination
- Submit to reviewing agencies for environmental permitting and comment

4.0 - Preliminary design (65%)

With the design concepts firmly in place, we will consider input from the Town and reviewing agencies. The electrical and structure teams will begin preliminary designs. We will also estimate the capital and O&M costs for each configuration for Firestone to consider during their review.

Objectives:

- Updates to previously submitted drawings
- Make revisions and add final notes to plans
- Preliminary structural drawings for the river intake structure, headwalls, pump stations, wet wells, and vaults including plans and sections
- Preliminary Electrical drawings
 - Electrical Site Plan,
 - Electrical Floor Plans, and
 - Electrical One-Line and Panel Schedule
- Calculate material quantities
- Details
- Erosion and sediment control plans
- Draft preliminary specifications and contract documents
- Submit updated documents to permitting agencies as necessary
- Third engineer's opinion of probable construction cost
- Additional submittal to Firestone for comments
- Comment revisions

Deliverables and meetings:

- 65% design plans (second review set) and specifications for review (2 hardcopy sets, 1 electronic set)
- 65% design plan and specification redlines from Firestone
- Draft contract documents
- Final supporting permit documents, as necessary
- One (1) meeting with Town
- Meeting agenda
- Meeting minutes

We will submit the 65% submittal to the town for review and will meet to go over the comments. Afterwards, we will finalize the drawings and specifications for bidding.

5.0 - Final Design (95%) and Construction Documents

Following the 65% Preliminary Design and receiving feedback from Firestone and available permitting comments, we will continue with 95 % final design (Bid Set). This phase comprises final design adjustments and incorporating them into the contract documents (project manual),

final design details, completing technical specifications with measurement and payment sections, completing a engineers final opinion of probable cost, corresponding bid schedule and a review of project by Firestone. Coordination of final permit comments and scheduling will be completed during this phase. We anticipate the final bid set drawings will consist of approximately seventy sheets.

Task 6.0 - Project Bidding / Award

The Team will be readily available to field calls from prospective bidders to answer questions regarding the project plans and specifications. We will attend the pre-bid meeting and prepare addendum(s) to clarify the intent of the design based on questions from potential bidders. We will also review and comment on required bid submittals prior to bidding. The Acuity Team will then open the bids with Firestone, tabulate the bids, and make a recommendation on the results.

Prior to construction, the Team will coordinate and conduct a field walkthrough with Firestone and collect a photo inventory of existing conditions.

Objectives:

- Prepare advertisement for bid
- Address bidding questions
- Prepare addendum(s)
- Bid submittal review
- Open and evaluate bids and make recommendation
- Preliminary walkthrough and existing conditions photos

Deliverables and meetings:

- Attend one (1) pre-bid meeting
- Attend one (1) bid opening
- Tabulate bids, analyze and make recommendation
- Coordinate and conduct field walkthrough and photo inventory
- Review and redline submittals

Task 7.0 - (NOT PROPOSED) Construction Administration

The Team can provide construction observation services as requested by the Town. This may include: day-to-day inspections, coordinate staking, communicate daily with the project manager and Firestone, measure and track contract quantities, coordinate independent materials testing, and communicate the owner. These services are not included in this proposal.

FIRESTONE RESERVOIR #1 PRELIMINARY BUDGET 9/13/18

TASK	Preliminary Schedule (not including Town or Regulatory review time)	Total	Sub-Total	Team
1 Kickoff & Project Coordination/Meeting throughout project schedule			\$ 53,973.00	Civil***
		\$ 53,973.00		
2 Schematic Design (15%)	7 weeks		\$ 51,390.00	Civil***
			\$ 9,500.00	Survey
			\$ 16,000.00	Geo*
			\$ 8,000.00	Potholes/Locates
			\$ 5,000.00	Environmental**
		\$ 84,890.00		
3 Conceptual Design (35%)	8 weeks		\$ 75,285.00	Civil***
			\$ 2,000.00	Electrical
			\$ 14,500.00	Environmental**
		\$ 91,785.00		
4 Preliminary Design (65%)	11 weeks		\$ 85,895.00	Civil***
			\$ 7,000.00	Electrical
			\$ 42,000.00	Structural
			\$ 19,500.00	Environmental**
		\$ 154,395.00		
5 Final Design (95%)	11 weeks		\$ 85,620.00	Civil ***
			\$ 10,000.00	Electrical
			\$ 42,000.00	Structural
			\$ 3,000.00	Environmental**
		\$ 140,620.00		
6 Bidding	7 weeks		\$ 25,955.00	Civil***
			\$ 1,000.00	Electrical
			\$ 1,440.00	Structural
		\$ 28,395.00		
PROJECT TOTAL	58 weeks	\$ 554,058.00		
ADD PUMP STATION AT LC DITCH			\$ 57,150.00	CIVIL/ELECTRICAL***
			\$ 22,360.00	STRUCTURAL
		\$ 79,510.00		
ADD HEC-RAS MODELING OF LAST CHANCE DITCH (to be prorated, as needed)			\$ 30,000.00	
		\$ 30,000.00		

Assumptions:
See "Exhibit A" for detail of scope

*Geotech fee based on \$1M E&O Insurance

**Environmental Fee based on obtaining Nationwide Permit for work in Last Chance Ditch

***Civil Fee does not include flood plain modelling or LOMR/CLOMR in Ditch or St. Vrain River

Exhibit B

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: **Acuity, LLC**
(Prospective Contractor)

To: Town of Firestone

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 2018.

Prospective Contractor : Acuity, LLC

By: _____

Title: _____

Attest: _____