



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

November 14, 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 October 24, 2018 Regular Meeting Minutes
 - 5.b.** Approval of the November 14, 2018 Accounts Payables
 - 5.c.** McClure Avenue Widening Construction - Change Order No. 3 & Payment Application No.3
 - 5.d.** First Amendment to Gould Recharge Test Pits Construction Contract
- 6. Public Hearing**
 - 6.a.** Adoption of 2019 Town of Firestone Budget
- 7. Discussion/Action**
 - 7.a.** Carbon Valley Help Center Garage Proposal
 - 7.b.** **Ordinance 946**: AN ORDINANCE AMENDING THE FIRESTONE MUNICIPAL CODE REGARDING ALCOHOLIC BEVERAGES
 - 7.c.** Vactor Hydrovac Heavy Duty Truck 2100

* 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.

- 7.d. Resolution 18-45:** A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE CITY OF DAcono, TOWN OF FIRESTONE, TOWN OF FREDERICK, FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT, AND MOUNTAIN VIEW FIRE PROTECTION DISTRICT FOR ESTABLISHMENT OF AN EMERGENCY MANAGEMENT SERVICE AREA, AN EMERGENCY MANAGEMENT COORDINATOR, AND FOR SHARING ASSOCIATED COSTS

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

- 9. Reports**

- 10. Executive Session** Executive Session

- 10.a.** Executive Session for a conference with the Town Attorney for the purpose of legal advice on specific legal questions under C.R.S. 24-6-402(4)(b), specifically concerning a request filed with the Board to commence removal proceedings pursuant to Section 2.08.050 of the Firestone Municipal Code.
- 10.b.** An Executive Session for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. 24-6-402(4)(b) regarding a claim matter.

- 11. Report from Executive Session** Report from Executive Session

- 12. Adjournment**

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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
October 24, 2018

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on October 10, 2018, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 6:33 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson – absent excused

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

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

2. PLEDGE OF ALLEGIANCE

Pledge was led by Mayor Sindelar

3. APPROVAL OF AGENDA

Motion by Trustee Conyac, **second** by Trustee Heath, to approve the Agenda. All in Favor, **Motion carried.**

4. PUBLIC COMMENT

Trent John – 10252 Echo Cir, Firestone – requesting Mayor Pro-tem Peterson to step-down

5. CONSENT AGENDA

Motion by Trustee Meiring, **second** by Trustee Conyac, to approve the Consent Agenda as amended to have Agenda Item 5j, Resolution 18-44 have a Sunset Date of December 31, 2018. **Roll Call Vote:** Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring – yes. All in Favor, **Motion carried.**

6. EXECUTIVE SESSION

Open: 6:40 pm

Closed: 7:16 pm

Executive session pursuant to C.R.S. 24-6-402(4)(e) - For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators – Town Manager Recruitment

Motion by Trustee Sharp, **second** by Trustee Meiring, to adjourn into Executive Session for the reason noticed above. **Roll Call Vote:** Trustee Sharp – yes, Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes. All in Favor,

Motion carried.

Staff asked to participate: Jen Weinberger, Asst Town Manager & Kathleen Kelly, Town Attorney

7. REPORT FROM EXECUTIVE SESSION – no decisions made, no action required.

8. DISCUSSTION/ACTION ITEMS

a. Agreement between the Town of Firestone and Front Range Compliance

Motion by Trustee Meiring, **second** by Trustee Conyac, to approve the agreement between the Town of Firestone and Front Range Compliance. **Roll Call Vote:** Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp – yes. All in Favor, **Motion carried.**

b. **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 THEMEMPERS OF THE TOWN BOARD OF TRUSTEES AND BOARDS AND COMMISSIONS

Motion by Trustee Jimenez, **second** by Trustee Sharp, to adopt **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 THEMEMPERS OF THE TOWN BOARD OF TRUSTEES AND BOARDS AND COMMISSIONS. **Roll Call Vote:** Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes. All in Favor, **Motion carried.**

c. **Ordinance 945:** AN ORDINANCE APPROVING THE VACATION OF A WATERLINE EASEMENT AND EMERGENCY ACCESS EASEMENT WITHIN THE NEIGHBORS POINT SUBDIVISION. **Motion** by Trustee Conyac, **second** by Trustee Meiring, to adopt **Ordinance 945:** AN ORDINANCE APPROVING THE VACATION OF A WATERLINE EASEMENT AND EMERGENCY ACCESS EASEMENT WITHIN THE NEIGHBORS POINT SUBDIVISION. **Roll Call Vote:** Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Jimenez – yes. All in Favor, **Motion carried.**

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

10. REPORTS

a. Staff – **Motion** by Trustee Heath, **second** by Trustee Conyac, to appoint Trustee Sharp as a temp Mayor Pro-tem for signing purposes of financials for the period through today to November 13, 2018. **Roll Call Vote:** Trustee Heath – yes, Trustee Sharp –

yes, Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring – yes. All in Favor, **Motion carried.**

Motion by Sharp, second by Jimenez to rescind appointing a Temporary Mayor Pro-Tem after reviewing **Resolution 18-21**: A Resolution authorizing changes to the Authorized Signatures for the Town's Banking and Financial Accounts. All in Favor, **Motion carried.**

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

11. EXECUTIVE SESSION Open: 8:06 pm Closed: 9:18 pm

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.

Motion by Trustee Sharp, **second** by Trustee Conyac, to adjourn into Executive Session for the reason noticed above. **Roll Call Vote:** Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring – yes. All in Favor, **Motion carried.**

Staff asked to participate: Leah Vanarsdall, Town Clerk; AJ Krieger, Interim Town Manager & Kathleen Kelly, Town Attorney.

12. Report from Executive Session

Motion by Trustee Jimenez, **second** by Trustee Meiring, Board to provide a rating of meets/exceeds for the Town Clerk for her last Performance Review and approve a pay increase that is equal to the budget amount approved by the Town of Firestone for 2018 and retroactive from one year of the Town Clerk's start date.

Roll Call Vote: Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Meiring – yes. All in Favor, **Motion Carried.**

13. ADJOURNMENT

Motion by Trustee Jimenez, **second** by Trustee Conyac, to adjourn meeting at 9:25 pm. **Motion passed**, all in favor.

Introduced and Approved this 14th day of November, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

Vendor	Amount
Total ACCENT BRANDING SOLUTIONS:	3,887.28
Total ACE HARDWARE OF FIRESTONE:	699.65
Total ADAMSON POLICE PRODUCTS:	816.45
Total ALBERTSONS/SAFEWAY, INC.:	80.38
Total ALL COPY PRODUCTS:	3,872.50
Total AMAZON:	8,623.54
Total AMERICAN DISPOSAL SERVICES OF COLORADO:	170.00
Total ANFEALD, LLC:	1,634.00
Total B K TIRE, INC:	2,302.28
Total Black Hills Energy:	888.59
Total BOBCAT OF THE ROCKIES:	92.97
Total CARBON VALLEY CHAMBER OF COMMERCE:	12.00
Total CARBON VALLEY RECREATION DISTRICT:	1,000.00
Total CASELLE, INC.:	3,988.00
Total CENTRAL WELD COUNTY WATER DISTRICT:	21.65
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	52,951.38
Total CESARE, INC:	7,800.00
Total CHEM SCREEN, INC:	207.75
Total CIRSA:	1,000.00
Total CLIFTON LARSON ALLEN LLP:	3,692.00
Total COLORADO CIVIL GROUP INC.:	26,556.00
Total COLORADO MUNICIPAL LEAGUE:	1,614.00
Total COMCAST CABLE-0319130- SEATTLE.:	291.29
Total COMCAST-PHILADELPHIA:	261.36
Total D STREET:	483.75
Total DBC IRRIGATION SUPPLY:	101.30
Total DEFALCO CONSTRUCTION:	198,294.66
Total DEPARTMENT OF FINANCE:	100.00
Total DRIVE TRAIN INDUSTRIES INC:	4.97
Total ELDORADO ARTESIAN SPRINGS, INC.:	354.40
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	797.52
Total EMPLOYERS COUNCIL SERVICES, INC:	310.00
Total EWING AUTO PARTS, INC.:	147.46
Total FACTORY MOTOR PARTS CO.:	96.52
Total FASTENAL COMPANY:	45.23
Total FREDERICK - FIRESTONE FIRE PROTECTION:	125.94
Total FRONTIER BUSINESS PRODUCTS:	1,723.05
Total FRONTIER COMPUTER CORP.:	21,417.58

Vendor	Amount
Total GRAINGER:	206.48
Total GREEN GIRL RECYCLING SERVICES:	261.00
Total HALCYON DESIGN LLC:	3,426.30
Total HOME DEPOT CREDIT SERVICES:	784.49
Total INTERSTATE BATTERY OF THE ROCKIES:	117.95
Total INTERSTATE RENTAL & SALES INC:	221.76
Total JOHNSON AUTO PLAZA:	33.81
Total KATHLEEN A. OATIS:	1,250.00
Total KELLY, P.C.:	28,052.15
Total KERR-MCGEE OIL & GAS ONSHORE:	.30
Total KG CLEAN, INC:	1,706.50
Total KINSCO, LLC:	5,482.93
Total L G EVERIST INC:	225.23
Total LEONARD RICE ENGINEERS, INC:	45,000.00
Total LIFE SAFETY TECHNOLOGIES LLC:	845.00
Total LIFE STORIES:	250.00
Total LINE-X OF BOULDER:	1,305.00
Total MAIN STREET MAT COMPANY, INC:	234.29
Total MASTIN BERGSTROM, LLC:	1,534.00
Total MATCO TOOLS:	255.39
Total MCDONALD FARMS ENTERPRISES, INC:	607.78
Total MCI:	51.52
Total MGM TARGETS:	3,479.35
Total MILE HIGH ARCADE, INC:	500.00
Total MISC VENDOR:	510.00
Total NATIONAL LEAGUE OF CITIES:	1,489.00
Total OFFICE DEPOT INC:	1,583.34
Total O'REILLY AUTO PARTS:	960.43
Total ORKIN PEST CONTROL, INC:	191.52
Total PAUL D. BASSO:	1,800.00
Total PCS MOBILE:	193.50
Total PITNEY GLOBAL FINANCIAL SERVICES LLC:	188.16
Total PRE ACTION FIRE, INC:	300.00
Total REDEMPTION ROAD COFFEE:	250.00
Total ROAD SAFE TRAFFIC SYSTEMS:	23,670.00
Total ROSA LUCAS:	75.00
Total S & B PORTA-BOWL RESTROOMS, INC:	294.00
Total SAFETY-KLEEN SYSTEMS, INC:	2,082.00
Total SAM'S CLUB - VENDOR:	2,647.56

Vendor	Amount
Total SCHOOL-TECH, INC.:	365.05
Total SHERWIN WILLIAMS CO.:	511.15
Total SLAVIN MANAGEMENT CONSULTANTS:	5,469.68
Total STEVE BALCEROVICH:	1,250.00
Total SUNRISE ENVIROMENTAL SCIENTIFIC:	211.52
Total TERRACON CONSULTANTS INC:	6,429.00
Total TIMBERLAN, INC:	23,859.75
Total Toilet Rebates:	75.00
Total TRACTOR SUPPLY COMPANY:	9.50
Total UDC EXCAVATING:	8,882.52
Total ULTRAMAX:	4,844.00
Total UME CUSTOM EMBROIDERY:	1,390.44
Total UNITED POWER:	1,276.84
Total UTILITY REFUNDS -1:	50.00
Total VALLI INFORMATION SYSTEMS:	2,078.59
Total VERIZON WIRELESS:	5,260.60
Total WAGNER WELDING SUPPLY CO.:	24.92
Total WELD COUNTY ACCOUNTING DEPARTMENT:	1,346.52
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	2,761.00
Total WELD COUNTY REGIONAL COMMUNICATIONS CNTR:	2,133.33
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	704.90
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	165.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,554.60
Total :	549,185.10
Grand Totals:	549,185.10

Payables Summary

Accounts Payable Report

November 14, 2018

of Invoices - 319

\$ 549,184.80

<u>COMPANY NAME</u>	<u>DESCRIPTION</u>	<u>Pass-Through \$</u>	<u>Total Amt.</u>
Total of Invoices under \$25,000.00			\$ 244,886.61
Central Weld County Water District	October 2018 Water Treatment and Delivery		\$ 52,951.38
Defalco Construction	McClure Widening Project		\$ 198,294.66
Kelly PC	October 2018 Legal Services (non-planning)		\$ 28,052.15
Leonard Rice Engineers	October 2018 Concept Design St Vrain Water Treatment Plant		\$ 25,000.00

Total Invoices, Current	\$	-	\$ 549,184.80
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AP Adjustments between Invoice Register, Unpaid Report, Paid Report

Kerr McGee	Past small \$.30 invoice, hold on paying	\$	0.30
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Total (to match Board AP Detail Reports)	\$	549,185.10
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For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

Changes to November 14, 2018 Board Reports

Vendor	Description	Amount
Platte River Power Authority	Final Payment 5 Units Windy Gap water	\$ 9,900,000.00
UMB Bank	COP Series 2018, Principal & Interest	\$ 937,894.33
Total		\$ 10,837,894.33

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c.

Consent Agenda

Meeting Date: November 14, 2018

Initiated By: Dave Lindsay

Dept: Public Works/ Parks & Rec

AGENDA TITLE

McClure Avenue Widening Construction - Change Order No. 3 & Payment Application No.3

SUMMARY

The McClure Avenue Widening project has been under construction for three months now. During this time the curb and gutter has been installed on the south side McClure Avenue from Johnson Avenue to Forth Street. The roadway has been paved from Forth Street to the east end of the project.

Change Order No. 3 is being processed to reflect the required amount of stabilization material needed in order to stabilize the roadway prior to paving, the additional saw-cutting necessary in order to preserve the existing roadway while construction was occurring in more than one location and the required storm sewer manhole improvements necessary in order to be able to complete the roadway grading.

A memo further explaining the Change Order items and recommending payment is attached.

Staff presents Change Order No. 3 and Payment Application No. 3 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 DeFalco Construction Company at the regular meeting on July 11, 2018.

Construction on the project started August 7, 2018.

The Board of Trustees approved Change Order No. 1 at the regular meeting on September 26, 2018.

The Board of Trustees approved Change Order No. 2 at the regular meeting on October 24, 2018.

RECOMMENDATION

Staff recommends the Board of Trustees approve Change Order No. 3 to the contract with Defalco Construction Company in the amount of \$ 12,724.44 and authorize the Mayor to execute the change order on behalf of the Town.

Staff recommends the Board of Trustees approve Payment Application No. 3 for Defalco Construction Company in the amount of \$241,163.89 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. 5c - 0668.0188.04 Memo (PA No. 3)-2018.11.14
2. 5c - CHANGE ORDER NO 3
3. 5c - Pay App No.3

FINANCIAL CONSIDERATIONS

This payment is for \$241,163.89 and brings the total payments for the project to \$471,196.76.

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 \$241,163.89 should be processed from the 2013 1% Sales Tax Initiative.

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: November 9, 2018

SUBJECT: McClure Avenue Widening Project Change Order No. 3
and Pay App No. 3

PROJECT No.: 0668.0188.04

GL #: 100.8000.1000.000.50220.220

This memo has been prepared to provide supporting documentation for Change Order No. 3 and Payment Application No. 3 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, Change Order No. 1 was approved at the Town Board Meeting on September 26, 2018 and Change Order No. 2 was approved at the Town Board Meeting on October 24, 2018. The project has been under construction for three months and is 70% complete.

Change Order No. 3

A Change Order No. 3 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. (\$965.21)
- An additional driveway cut was necessary in order to accommodate historic drainage patterns onto McClure Avenue. (\$1,834.02)
- Unsuitable material was encountered during the sidewalk, and curb and gutter preparation for concrete. Additional material was required in order to properly compact and provide a solid surface for the finished product. (\$9,088.21)
- An existing storm sewer manhole required an adjustment in order to accommodate the proposed roadway grades. (\$837.00)

The net change to the overall contract is a **\$ 12,724.44** increase.

Payment Application No. 3

The new curb, gutter and sidewalk has been installed from Johnson Avenue to Adams Way on the north and south sides of the roadway. The roadway has also been paved from just east of Forth Street to the east end of the project. Payment Application No. 3, included with this memorandum, has a total payment due of **\$241,163.89**. 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 **\$241,163.89** should be paid from the 2013 1% Sales Tax Initiative. 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	\$752,884.18	\$471,196.76	\$498,405.24
Waterline Construction	\$0.00	\$102,963.77	\$97,592.17	(\$97,592.17)
Materials Testing	\$14,544.00	\$14,960.00	\$11,150.00	\$3,394.00
Construction Engineering	\$67,872.00	\$61,220.00	\$38,404.00	\$29,468.00
Frederick Electric Relocation	\$0.00	\$81,736.20	\$0.00	\$0.00
Total Project	\$1,052,018.00	\$1,013,764.15	\$618,342.93	\$433,675.07

Please include a check of **\$241,163.89** to Defalco Construction Company in the next check run for the November 14, 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.

APPLICATION FOR PAYMENT
 PROGRESS PAYMENT No. 3
 October 1, 2018 TO October 26, 2018

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

ITEM	DESCRIPTION	BID UNIT	BID QUANTITY	TO DATE	QUANTITY COMPLETED THIS PERIOD	UNIT BID PRICE	TO DATE	AMOUNT COMPLETED THIS PERIOD
2016 First Street Replacement Project								
REMOVAL & REPLACEMENT								
1	ASPHALT/CONCRETE SAW-CUT (CO#1)(CO#2)(CO#3)	LF	1,854	1,854	263	\$3.67	\$	965.21
2	ASPHALT REMOVAL	SY	8,610	8,110	7,500	\$2.60	\$	19,500.00
3	CONCRETE REMOVAL (CO#2)	SF	13,868	13,868	0	\$1.26	\$	-
4	REMOVE EX SIGN AND POST	EA	10	8	4	\$78.63	\$	314.52
5	LANDSCAPE REMOVAL	SF	2,810	2,000	2,000	\$0.46	\$	920.00
6	REMOVE EX TREE	EA	1	0	0	\$1,156.22	\$	-
7	REMOVE EX MANHOLE (CO#2)	LS	2	2	0	\$1,486.84	\$	-
8	EXISTING 18" RCP REMOVAL	LF	23	23	23	\$27.58	\$	634.34
9	EXISTING 24" RCP REMOVAL	LF	400	96	0	\$30.71	\$	-
10	REMOVE GUARDRAIL	LF	41	41	21	\$9.62	\$	202.02
EROSION CONTROL & EARTHWORK								
11	STRAW WATTLES (CO#1)	EA	4	4	0	\$158.92	\$	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	0	\$653.57	\$	653.57
15	STRIP TOPSOIL (4" DEPTH)	CY	600	170	0	\$10.08	\$	1,713.60
16	CUT	CY	630	630	530	\$9.21	\$	4,881.30
17	FILL	CY	775	775	675	\$10.26	\$	6,925.50
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 (CO#2)	LF	408	408	0	\$87.54	\$	35,716.32
23	18" FES	EA	1	1	1	\$1,047.37	\$	1,047.37
24	4" FLAT TOP MANHOLE (CO#2)	EA	3	3	0	\$2,933.40	\$	8,800.20
25	ADJUST STORM MANHOLE LIDS	EA	3	0	0	\$698.68	\$	-
26	ADJUST VALVE BOX	EA	9	4	4	\$362.24	\$	1,448.96
27	ADJUST SANITARY SEWER MANHOLE LIDS	EA	12	1	0	\$517.75	\$	-
28	CONNECT TO EXISTING INLETS	EA	3	3	3	\$1,690.24	\$	5,070.72
ROADWAY CONSTRUCTION								
29	SUBGRADE PREPARATION- SOIL STERILIZATION	SY	10,795	5,500	5,500	\$4.73	\$	26,015.00
30	VERTICAL CURB & GUTTER	LF	1,635	1,491	1,491	\$25.41	\$	37,886.31
31	TRANSITION CURB & GUTTER	LF	76	76	76	\$26.73	\$	2,031.48
32	ROLL OVER CURB, GUTTER & SIDEWALK	LF	1,580	1,058	215	\$43.48	\$	46,001.84
33	MATCH EX CURB, GUTTER & SIDEWALK	LF	1,170	1,323	0	\$44.28	\$	58,582.44
34	DRIVEWAY CUTS & ACCESS CUTS (CO#3)	LF	173	173	146	\$26.58	\$	4,598.34
35	CROSS PAN	EA	8	6	2	\$1,852.98	\$	11,117.88
36	CURB RETURNS WITH HANDICAP RAMP	EA	15	13	9	\$2,125.99	\$	27,637.87
37	ASPHALT PAVEMENT - 5" FULL DEPTH	SY	53,975	21,158	21,158	\$3.71	\$	78,496.18

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 3
October 1, 2018 TO October 26, 2018

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

ITEM	DESCRIPTION	BID UNIT	BID QUANTITY	QUANTITY TO DATE	QUANTITY COMPLETED THIS PERIOD	UNIT BID PRICE	AMOUNT TO DATE	AMOUNT COMPLETED THIS PERIOD
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 (R13P, 18"x6")	EA	6	0	0	\$167.86	\$ -	\$ -
46	NO PARKING WITH LEFT ARROW (R7-L, 12"x18")	EA	4	0	0	\$178.07	\$ -	\$ -
47	NO PARKING WITH RIGHT ARROW (R7-R, 12"x18")	EA	4	0	0	\$178.07	\$ -	\$ -
48	NO PARKING (R7-LD, 12"x18")	EA	3	0	0	\$178.07	\$ -	\$ -
WATER LINE SYSTEM IMPROVEMENTS								
49	8" PVC WATER LINE	LF	700	628	0	\$47.78	\$ 30,005.84	\$ -
50	10" PVC WATER LINE (CO#1)	LF	48	48	0	\$141.26	\$ 6,760.48	\$ -
51	10" x 8" MRI REDUCER	EA	1	1	0	\$642.51	\$ 642.51	\$ -
52	8" MRI PLUG ASSEMBLY W/2" BLOWOFF	EA	2	2	0	\$2,328.66	\$ 4,657.32	\$ -
53	8" X 8" MRI TEE W/TB	EA	3	3	0	\$692.50	\$ 2,077.50	\$ -
54	8" MRI 22.5° BEND W/TB (CO#1)	EA	3	3	0	\$367.63	\$ 1,102.89	\$ -
55	8" MRI 45° BEND W/TB	EA	2	2	0	\$481.88	\$ 963.76	\$ -
56	8" MRI 90° BEND W/TB	EA	2	0	0	\$513.79	\$ -	\$ -
57	10" MRI 45° BEND W/TB	EA	2	2	0	\$548.90	\$ 1,097.80	\$ -
58	10" MRI SOLID SLEEVE	EA	1	1	0	\$574.42	\$ 574.42	\$ -
59	ROMMAC MACRO HP COUPLING - CONNECT TO 8" ACP WATER LINE	EA	2	0	0	\$491.45	\$ -	\$ -
60	8" MRI GTV & BOX	EA	4	4	0	\$1,589.24	\$ 6,356.96	\$ -
61	FIRE HYDRANT ASSEMBLY	EA	2	2	0	\$7,123.51	\$ 14,247.02	\$ -
62	CONNECT TO EXISTING 10" WATER LINE	EA	1	1	0	\$5,405.21	\$ 5,405.21	\$ -
63	CONNECT TO EXISTING 8" WATER LINE	EA	2	2	0	\$4,822.55	\$ 9,645.10	\$ -
64	CONNECT EXISTING WATER SERVICES	EA	5	5	0	\$1,060.92	\$ 5,304.60	\$ -
65	EXISTING VALVE BOX TO BE REMOVED	EA	6	6	4	\$350.61	\$ 2,103.66	\$ 1,402.44
66	EXISTING FIRE HYDRANT TO BE REMOVED	EA	2	2	0	\$1,128.43	\$ 2,256.86	\$ -
67	FLASH FILL ABANDONED WATER LINES (CO#2)	CY	14	14	0	\$401.62	\$ 5,622.68	\$ -
MISCELLANEOUS								
68	TRAFFIC CONTROL	LS	1	0.75	0.25	\$52,961.99	\$ 39,721.49	\$ 13,240.50
69	MOBILIZATION (5%)	LS	1	0.75	0.25	\$25,123.59	\$ 18,842.69	\$ 6,280.90
CHANGE ORDER NO. 1								
70	8" MRI 1 1/2° BEND W/TB (CO#2)	EA	2	2	0	\$375.00	\$ 750.00	\$ -
CHANGE ORDER NO. 2								
71	UNSUITABLE SUBGRADE & RECYCLED CONCRETE ROAD BASE (CO#3)	TONS	559.19	921.27	362.08	\$25.10	\$ 23,123.88	\$ 9,086.21
72	8" x 6" REDUCER	EA	1	1	0	\$250.00	\$ 250.00	\$ -
73	EPOXY COATED TRIANGULATED DOMES	EA	15	13	9	\$66.67	\$ 866.71	\$ 600.03

APPLICATION FOR PAYMENT
 PROGRESS PAYMENT No. 3
 October 1, 2018 TO October 26, 2018

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

ITEM	DESCRIPTION	BID UNIT	BID QUANTITY	QUANTITY TO DATE	QUANTITY COMPLETED THIS PERIOD	UNIT BID PRICE	AMOUNT COMPLETED TO DATE	THIS PERIOD
CHANGE ORDER NO. 3								
74	NEW STORMWATER MANHOLE TOP	EA	1	1	1	\$837.00	\$ 598,725.19	\$ 837.00
							\$ 253,856.73	

STORED MATERIALS

ITEM #	DESCRIPTION	INVOICE #	AMOUNT
1			\$ -
2			\$ -
3			\$ -
4			\$ -
5			\$ -

ORIGINAL CONTRACT AMOUNT = 814,651.62
 APPROVED CHANGE ORDERS TO DATE = 41,196.33
 CURRENT CONTRACT AMOUNT = 855,847.95
 TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE = 598,725.19
 RETAINAGE (5%) = 29,936.26
 TOTAL EARNED LESS RETAINAGE = 568,788.93
 LIQUIDATED DAMAGES WITHHELD = \$-
 TOTAL EARNED LESS LIQUIDATED DAMAGES = 568,788.93
 PREVIOUS PAYMENTS = 327,625.04
 CURRENT PAYMENT DUE = 241,163.89

PERCENTAGE OF JOB COMPLETE= 69.96%

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

DATE : 11/2/18
 DATE : _____
 DATE : _____

SECTION 00941
CHANGE ORDER

No. 3

Date of Issuance: 11/2/18

Effective Date: 11/2/18

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>2</u> :	Increase or Decrease from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :
\$ 28,471.89	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:
\$ 843,123.51	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:
\$ 12,724.44	Substantial completion (days or date): <u>November 23, 2018</u>
	Ready for final payment (days or date): <u>December 7, 2018</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 855,847.95	Substantial completion (days or date): <u>November 23, 2018</u>
	Ready for final payment (days or date): <u>December 7, 2018</u>

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 11/2/18

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 11/2/18

DESCRIPTION:

Item No. 1 – NET CHANGE = \$ 11,887.44

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.

An additional driveway cut was necessary in order to accommodate historic drainage patterns onto McClure Avenue.

Unsuitable material was encountered during the sidewalk, and curb and gutter preparation for concrete. Additional material was required in order to properly compact and provide a solid surface for the finished product.

Revised Item 1. ASPHALT/CONCRETE SAW-CUT

Adjusted Quantity = 1,854 LF (Increase 263 LF)

Unit Price = \$ 3.67

Net Change = \$ 965.21

Revised Item 34. DRIVEWAY CUTS & ACCESS CUTS

Adjusted Quantity = 173 LF (Increase 69 LF)

Unit Price = \$ 26.58

Net Change = \$ 1,834.02

Revised Item 71. UNSUITABLE SUBGRADE & RECYCLED ROAD BASE

Adjusted Quantity = 921.27 TONS (Increase 362.08 TONS)

Unit Price = \$ 25.10

Net Change = \$ 9,088.21

Item No. 2 – ADDITIONAL WORK - NET CHANGE = \$ 837.00

An existing storm sewer manhole required an adjustment in order to accommodate the proposed roadway grades.

New Item 74. NEW STORMWATER MANHOLE TOP

Quantity = 1

Unit = EA

Unit Price = \$ 837.00

Net Change = \$ 837.00

APPLICATION FOR PAYMENT
 PROGRESS PAYMENT No. 3
 October 1, 2018 TO October 26, 2018

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

ITEM	DESCRIPTION	BID UNIT	BID QUANTITY	TO DATE	QUANTITY COMPLETED THIS PERIOD	UNIT BID PRICE	TO DATE	AMOUNT COMPLETED THIS PERIOD
2016 First Street Replacement Project								
REMOVAL & REPLACEMENT								
1	ASPHALT/CONCRETE SAW-CUT (CO#1)(CO#2)(CO#3)	LF	1,854	1,854	263	\$3.67	\$	965.21
2	ASPHALT REMOVAL	SY	8,610	8,110	7,500	\$2.60	\$	19,500.00
3	CONCRETE REMOVAL (CO#2)	SF	13,868	13,868	0	\$1.26	\$	-
4	REMOVE EX SIGN AND POST	EA	10	8	4	\$78.63	\$	314.52
5	LANDSCAPE REMOVAL	SF	2,810	2,000	2,000	\$0.46	\$	920.00
6	REMOVE EX TREE	EA	1	0	0	\$1,156.22	\$	-
7	REMOVE EX MANHOLE (CO#2)	LS	2	2	0	\$1,486.84	\$	-
8	EXISTING 18" RCP REMOVAL	LF	23	23	23	\$27.58	\$	634.34
9	EXISTING 24" RCP REMOVAL	LF	400	96	0	\$30.71	\$	-
10	REMOVE GUARDRAIL	LF	41	41	21	\$9.62	\$	202.02
EROSION CONTROL & EARTHWORK								
11	STRAW WATTLES (CO#1)	EA	4	4	0	\$158.92	\$	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	0	\$653.57	\$	653.57
15	STRIP TOPSOIL (4" DEPTH)	CY	600	170	0	\$10.08	\$	1,713.60
16	CUT	CY	630	630	530	\$9.21	\$	4,881.30
17	FILL	CY	775	775	675	\$10.26	\$	6,925.50
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 (CO#2)	LF	408	408	0	\$87.54	\$	35,716.32
23	18" FES	EA	1	1	1	\$1,047.37	\$	1,047.37
24	4" FLAT TOP MANHOLE (CO#2)	EA	3	3	0	\$2,933.40	\$	8,800.20
25	ADJUST STORM MANHOLE LIDS	EA	3	0	0	\$698.68	\$	-
26	ADJUST VALVE BOX	EA	9	4	4	\$362.24	\$	1,448.96
27	ADJUST SANITARY SEWER MANHOLE LIDS	EA	12	1	0	\$517.75	\$	-
28	CONNECT TO EXISTING INLETS	EA	3	3	3	\$1,690.24	\$	5,070.72
ROADWAY CONSTRUCTION								
29	SUBGRADE PREPARATION- SOIL STERILIZATION	SY	10,795	5,500	5,500	\$4.73	\$	26,015.00
30	VERTICAL CURB & GUTTER	LF	1,635	1,491	1,491	\$25.41	\$	37,886.31
31	TRANSITION CURB & GUTTER	LF	76	76	76	\$26.73	\$	2,031.48
32	ROLL OVER CURB, GUTTER & SIDEWALK	LF	1,580	1,058	215	\$43.48	\$	46,001.84
33	MATCH EX CURB, GUTTER & SIDEWALK	LF	1,170	1,323	0	\$44.28	\$	58,582.44
34	DRIVEWAY CUTS & ACCESS CUTS (CO#3)	LF	173	173	146	\$26.58	\$	4,598.34
35	CROSS PAN	EA	8	6	2	\$1,852.98	\$	11,117.88
36	CURB RETURNS WITH HANDICAP RAMP	EA	15	13	9	\$2,125.99	\$	27,637.87
37	ASPHALT PAVEMENT - 5" FULL DEPTH	SY	53,975	21,158	21,158	\$3.71	\$	78,496.18

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 3
October 1, 2018 TO October 26, 2018

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

ITEM	DESCRIPTION	BID UNIT	BID QUANTITY	TO DATE	QUANTITY COMPLETED THIS PERIOD	UNIT BID PRICE	TO DATE	AMOUNT COMPLETED THIS PERIOD
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								
49	8" PVC WATER LINE	LF	700	628	0	\$47.78	\$	30,005.84
50	10" PVC WATER LINE (CO#1)	LF	48	48	0	\$141.26	\$	6,780.48
51	10" x 8" MRJ REDUCER	EA	1	1	0	\$542.51	\$	542.51
52	8" MRJ PLUG ASSEMBLY W/2" BLOWOFF	EA	2	2	0	\$2,328.66	\$	4,657.32
53	8" X 8" MRJ TEE W/TB	EA	3	3	0	\$692.50	\$	2,077.50
54	8" MRJ 22.5" BEND W/TB (CO#1)	EA	3	3	0	\$367.63	\$	1,102.89
55	8" MRJ 45° BEND W/TB	EA	2	2	0	\$481.88	\$	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	0	\$548.90	\$	1,097.80
58	10" MRJ SOLID SLEEVE	EA	1	1	0	\$574.42	\$	574.42
59	ROMAC MACRO HP COUPLING - CONNECT TO 8" ACP WATER LINE	EA	2	0	0	\$491.45	\$	-
60	8" MRJ GUY & BOX	EA	4	4	0	\$1,589.24	\$	6,356.96
61	FIRE HYDRANT ASSEMBLY	EA	2	2	0	\$7,123.51	\$	14,247.02
62	CONNECT TO EXISTING 10" WATER LINE	EA	1	1	0	\$5,405.21	\$	5,405.21
63	CONNECT TO EXISTING 8" WATER LINE	EA	2	2	0	\$4,822.55	\$	9,645.10
64	CONNECT EXISTING WATER SERVICES	EA	5	5	0	\$1,060.92	\$	5,304.60
65	EXISTING VALVE BOX TO BE REMOVED	EA	6	6	4	\$350.61	\$	2,103.66
66	EXISTING FIRE HYDRANT TO BE REMOVED	EA	2	2	0	\$1,128.43	\$	2,256.86
67	FLASH FILL ABANDONED WATER LINES (CO#2)	CY	14	14	0	\$401.62	\$	5,622.68
MISCELLANEOUS								
68	TRAFFIC CONTROL	LS	1	0.75	0.25	\$52,961.99	\$	39,721.49
69	MOBILIZATION (5%)	LS	1	0.75	0.25	\$25,123.59	\$	18,842.69
CHANGE ORDER NO. 1								
70	8" MRJ 11 1/4" BEND W/TB (CO#2)	EA	2	2	0	\$375.00	\$	750.00
CHANGE ORDER NO. 2								
71	UNSUITABLE SUBGRADE & RECYCLED CONCRETE ROAD BASE (CO#3)	TONS	559.19	921.27	362.08	\$25.10	\$	23,123.88
72	8" x 6" REDUCER	EA	1	1	0	\$250.00	\$	250.00
73	EPOXY COATED TRUNCATED DOMES	EA	15	13	9	\$66.67	\$	866.71

600.03

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 3
October 1, 2018 TO October 26, 2018

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

ITEM	DESCRIPTION	BID		QUANTITY COMPLETED		UNIT BID PRICE		AMOUNT COMPLETED	
		UNIT	QUANTITY	TO DATE	THIS PERIOD			TO DATE	THIS PERIOD
74	NEW STORMWATER MANHOLE TOP	EA	1	1	1	\$837.00	\$	837.00	\$ 837.00
								598,725.19	\$ 253,856.73

STORED MATERIALS	
ITEM #	DESCRIPTION
1	
2	
3	
4	
5	

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

ORIGINAL CONTRACT AMOUNT = 814,651.62
APPROVED CHANGE ORDERS TO DATE = 41,196.33
CURRENT CONTRACT AMOUNT = 855,847.95
TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE = 598,725.19
RETAINAGE (5%) = 29,936.26
TOTAL EARNED LESS RETAINAGE = 568,788.93
LIQUIDATED DAMAGES WITHHELD = \$-
TOTAL EARNED LESS LIQUIDATED DAMAGES = 568,788.93
PREVIOUS PAYMENTS = 327,625.04
CURRENT PAYMENT DUE = 241,163.89

PERCENTAGE OF JOB COMPLETE= 69.96%

SUBMITTED BY : Tony Defalco
(CONTRACTOR)
REVIEWED BY : Andrew Thurman
(ENGINEER)
APPROVED BY : _____
(OWNER)

DATE : 11/2/18
DATE : 11/2/18
DATE : _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d.

Consent Agenda

Meeting Date: November 14, 2018

Initiated By: Dave Lindsay

Dept: Community Resources

AGENDA TITLE

First Amendment to Gould Recharge Test Pits Construction Contract

SUMMARY

The construction of the two recharge system test pits on the Gould property is now completed. During the course of the work it was necessary to engage the contractor, UDC Excavating, for some additional time and materials to assist the design team with some refinements to the water delivery and discharge systems for the purposes of the test. The attached amendment to the original contract with UDC expands the contract amount to account for the additional work.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the original contract with UDC at the regular meeting on September 26, 2018.

RECOMMENDATION

Staff recommends the Board approve the First Amendment to the Construction Contract with UDC Excavating, increasing the contract amount by \$2,733.64 to a revised total amount of \$28,994.11 and authorize the Mayor to execute the amendment on behalf of the Town.

ALTERNATIVES

Because of the nature of the change and the schedule of Board meetings the contractor was directed to proceed with the additional work. Unless there is a claim of defect for the work the amendment should be approved.

ATTACHMENTS

1. Amendment 1 - Gould Recharge Test Pits Construction Contract (2018.11.09)

FINANCIAL CONSIDERATIONS

The amendment increases the project cost by \$2,722.64. The project is being paid for from the Water Fund.

**FIRST AMENDMENT TO A CONSTRUCTION CONTRACT BY AND BETWEEN THE
TOWN OF FIRESTONE AND UDC EXCAVATING
(Gould Recharge Test Pits)**

THIS FIRST AMENDMENT TO CONSTRUCTION CONTRACT 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 **UDC Excavating**, a Colorado individual, hereinafter referred to as the “Contractor” with reference to that certain Construction Contract between the Town and Contractor executed by the Town on September 26, 2018 and hereinafter referred to as the “Original Contract.”

WHEREAS, based on unforeseen services that needed to be preformed related to; 1) Additional labor, 2) additional materials, and 3) equipment standby time, the parties believe it to be in the best interest to amend the Original Contract as set forth herein.

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

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

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 ~~\$28,994.11~~. 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. Exhibit B of the Original Contract is hereby replaced in its entirety by the attached Exhibit B.

3. The Original Contract, 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

CONTRACTOR:
UDC Excavating

By: _____

Title: _____

Attest: _____

Exhibit B

[See Following 1 Page]

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a.

Discussion/Action

Meeting Date: November 14, 2018

Initiated By:

Dept: Administration

AGENDA TITLE

Carbon Valley Help Center Garage Proposal

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. 8b - CVHC Garage Ltr PW
2. 8b - CVHC ltr to TOF for Garage

FINANCIAL CONSIDERATIONS



Town of Firestone

Public Works
Office 7500 Pine Cone Ave., Firestone, CO 80504
Mail P.O. Box 101, Firestone, CO 80501

P 303-833-3544
F 303-833-3555
www.firestoneco.gov

Firestone Help Center

150 Buchanan

Firestone, Colo. 80504

Dear Mr. Skates,

This letter is regards to the request for grading in back of the building located at 150 Buchanan. Firestone Public Works is willing to regrade this area pending management & Board approval. This grading is estimated to take approx. 4 hours to complete & after shooting grades there is 14" of fall in 80'.

Theo Abkes



10-18-18

To: the Town of Firestone

RE: Remodeling the garage at 150 Buchanan, The Carbon Valley Help Center

Attn: A.J. and other Town Officials

On March 7, 2018, FCI Construction gave us a proposal to upgrade the existing garage located on the property owned by the Town of Firestone, Colorado. We need your approval to move forward and get this project completed. With the change of management, we understand that there was difficulty in finding someone to get this project approved.

By remodeling the garage, we will be able to provide a more accessible place for food storage which will save our volunteers from having to climb stairs while carrying heavy bags of food. The garage will have a new door, heat and air conditioning, insulation, new electrical, lighting and new gutters. The Town of Firestone will be paying nothing for the increased value of their property.

FCI Construction, Top Notch Electric and their employees are willing to do this remodel and only charge the Carbon Valley Help Center \$3,000 for the project. We have already raised the \$3,000 for this purpose. This is a value of around \$12,000 that is being donated to The Carbon Valley Help Center.

We need the Town of Firestone to do the following for us in order for this to happen:

- Grading of the DRIVE/PARKING area on the south and east side of the building so the water does not flow into the building, which it does at the present time. The Carbon Valley Help Center is in need of having additional space to store and sort nonperishable foods. We receive this food to be distributed to Carbon Valley residents in need of food.
- Waive the cost for the permit that FCI will pull for the job.

We would like to have an answer by November 1, 2018 in order for FCI Constructors to move forward.

Thank you for your consideration and prompt attention to this matter.

Sincerely,

The Board of Directors

Carbon Valley Help Center

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.b.

Discussion/Action

Meeting Date: November 14, 2018

Initiated By: Leah Vanarsdall

Dept: Town Clerk

AGENDA TITLE

Ordinance 946: AN ORDINANCE AMENDING THE FIRESTONE MUNICIPAL CODE REGARDING ALCOHOLIC BEVERAGES

SUMMARY

Ordinance 946: AN ORDINANCE AMENDING THE FIRESTONE MUNICIPAL CODE REGARDING ALCOHOLIC BEVERAGES

HISTORY AND PREVIOUS BOARD ACTION

Due to the recent changes in Legislation, C.R.S. numbers needed to change to correspond in Chapter 5.08 of the Firestone Municipal Code regarding Optional Premises Licenses, Liquor Tastings and Special Event Permits,

RECOMMENDATION

The Board Adopt Ordinance 946 in its entirety

ALTERNATIVES

Board to provide Staff further direction

ATTACHMENTS

1. 7b - Ord 946 Updating Liquor Provisions

FINANCIAL CONSIDERATIONS

N/A

ORDINANCE NO. 946

AN ORDINANCE AMENDING THE FIRESTONE MUNICIPAL CODE REGARDING ALCOHOLIC BEVERAGES

WHEREAS, by House Bill 18-1025, the Colorado General Assembly recently amended the Colorado Revised Statutes to relocate laws related to the regulation of alcoholic beverages to the newly created Title 44, without changing the substance of such laws; and

WHEREAS, the Board of Trustees desires to amend Chapter 5.08 of the Firestone Municipal Code to update citations to the Colorado Revised Statutes; and

WHEREAS, the Board of Trustees further desires to amend Chapter 5.08 of the Firestone Municipal Code to authorize Town of Firestone liquor license application, registration, permit, fingerprinting, transfer and other fees to be set by resolution of the Board of Trustees;

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

Section 1. Section 5.08.080 of the Firestone Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

5.08.080 - Optional premises licenses.

A. The following standards for the issuance of optional premises licenses or for optional premises for hotel and restaurant licenses are hereby adopted pursuant to the provisions of Section 44-3-415 ~~12-47-310~~, C.R.S., as amended. The standards set forth in this section shall be considered in addition to all other standards applicable to the issuance of licenses under the state liquor code for an optional premises license or for optional premises for a hotel and restaurant license. These two types of licenses for optional premises will collectively be referred to as "optional premises" in these standards unless otherwise provided.

B. An optional premises may only be approved when that premises is located on or adjacent to an outdoor sports and recreational facility as defined in Section 44-3-103(33) ~~12-47-103(22)~~, C.R.S., as amended. The types of outdoor sports and recreational facilities that may be considered for an optional premises license are as follows:

1. Country clubs;
2. Golf courses and driving ranges;
3. Swimming pools.

C. There are no restrictions on the minimum size of the outdoor sports and recreational facilities that may be eligible for the approval of an optional premises license. However, the local licensing authority may consider the size of the particular outdoor sports or recreational facility in relationship to the number of optional premises requested for the facility and in relationship to control of the premises and ease of enforcement.

D. There are no restrictions on the number of optional premises that any one licensee may have on his or her outdoor sports or recreational facility. However, any applicant requesting approval of more than one optional premises shall demonstrate the need for each optional premises in relationship to the outdoor sports or recreational facility and its guests.

E. When submitting a request for the approval of an optional premises, an applicant shall also submit the following information:

1. A scaled map or other drawing illustrating all of the outdoor sports or recreation facility boundaries and the approximate location of each optional premises requested;

2. A legal description of the area within which the optional premises shall be located;

3. A description of the method which shall be used to identify the boundaries of the optional premises when it is in use;

4. A description of the provisions that have been made for storing alcohol beverages in a secured area on or off the optional premises for the future use on the optional premises; and

5. A description of the manner in which alcohol beverages will be sold and distributed to guests and/or the public.

F. Pursuant to Section 44-3-310 ~~12-47-310~~, C.R.S., as amended, no alcoholic beverages may be served on the optional premises until the licensee has provided written notice to the state and local licensing authorities forty-eight hours prior to serving alcoholic beverages on the optional premises. Such notice must contain the specific days and hours on which the optional premises are to be used. In this regard, there is no limitation on the number of days that a licensee may specify in each notice. However, no notice may specify any date of use which is more than one hundred eighty days from the notice date.

G. The local licensing authority in its discretion may impose conditions or restrictions upon an optional premises license in furtherance of the public health, safety and welfare, including but not limited to conditions and restrictions to ensure control of the optional premises and proper enforcement of liquor laws. Conditions

and restrictions may be imposed at the time of initial licensing or as part of any application or disciplinary proceeding.

Section 2. Section 5.08.090 of the Firestone Municipal Code is hereby repealed and replaced, to read as follows:

5.08.090 - Fees - Application and registration fees.

License application, registration, permit, fingerprinting, transfer and other fees shall be paid to the town for liquor licenses in accordance with fees established by resolution of the board of trustees.

Section 3. Section 5.08.100 of the Firestone Municipal Code is hereby repealed and replaced, to read as follows:

5.08.100 - Fees - License fees designated for each class of license.

License fees shall be paid to the town annually, in advance, based on premises located within the town. Fees for the various classes of licenses shall be as set forth in Section 44-3-505(1), C.R.S., as amended.

Section 4. Section 5.08.110 of the Firestone Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

5.08.110 - Liquor tastings.

A. The Town hereby authorizes tastings to be conducted by retail liquor store and liquor-licensed drugstore licensees in accordance with this Section and pursuant to Section 44-3-301(10) ~~42-47-301~~, C.R.S., as amended. Within the Town, it is unlawful for any person or licensee to conduct tastings unless a permit has been obtained in accordance with this Section. The Local Licensing Authority is authorized to issue tasting permits in accordance with the requirements of this Section.

B. A retail liquor store or liquor-licensed drugstore licensee that wishes to conduct tastings shall submit an application for a tastings permit to the local licensing authority. Except as provided in this Paragraph, the application shall be submitted annually at the time of liquor license renewal. For new licensees, the application for a tastings permit may be submitted with the application for a new license or at any time during the first year of licensure. An application may also be submitted at a time other than the time of renewal; however, in such case, the permit shall expire at the next renewal date of the license and the permit fee shall not be prorated. The application shall be in the form required by the Town Clerk, and shall include a written control plan establishing how the applicant will conduct the tastings in compliance with the provisions of the Liquor Code and Town Code, and without creating a public safety risk to the neighborhood. The local licensing

authority may reject the permit application if the applicant fails to establish that the licensee is able to conduct tastings without violating the provisions of this Section or creating a public safety risk to the neighborhood. The Local Licensing Authority and Authority Secretary may establish application procedures for tastings permits.

C. Tastings shall be subject to the following limitations:

1. Tastings shall be conducted only by a person who has completed a server training program that meets the standards established by the Liquor Enforcement Division of the Colorado Department of Revenue and who is a retail liquor store or liquor-licensed drugstore licensee, or an employee of a licensee, and only on a licensee's licensed premises.

2. The alcohol used in tastings shall be purchased through a licensed wholesaler, licensed brew pub, licensed distillery pub, or winery licensed pursuant to Section ~~44-3-403~~ ~~12-47-403~~, C.R.S., as amended, at a cost that is not less than the laid-in cost of such alcohol. Such suppliers shall have licenses from the Town to the extent required by this Section and Section ~~44-3-301(10)~~ ~~12-47-301~~, C.R.S., as amended.

3. The size of an individual alcohol sample shall not exceed one ounce of malt or vinous liquor or one-half of one ounce of spirituous liquor.

4. Tastings shall not exceed a total of five hours in duration per day, which need not be consecutive.

5. Tastings shall be conducted only during the operating hours in which the licensee on whose premises the tastings occur is permitted to sell alcohol beverages, and in no case earlier than 11:00 a.m. or later than 7:00 p.m.

6. The licensee shall prohibit patrons from leaving the licensed premises with an unconsumed sample.

7. The licensee shall promptly remove all open and unconsumed alcohol beverage samples from the licensed premises or shall destroy the samples immediately following the completion of the tasting.

8. The licensee shall not serve a person who is under twenty-one years of age or who is visibly intoxicated.

9. The licensee shall not serve more than four individual samples to a patron during a tasting.

10. Alcohol samples shall be in open containers and shall be provided to a patron free of charge.

11. Tastings may occur on no more than four of the six days from a Monday to the following Saturday, not to exceed fifty-two days per year. Upon request by the Town, the licensee shall provide to the Town a copy of licensee's current schedule of the dates and times on which tastings are scheduled to be held on the licensed premises. The licensee shall also maintain a log of the dates and times of all tastings that have been held, which shall be made available for inspection by the Town at all times.

12. No manufacturer of spirituous or vinous liquors shall induce a licensee through free goods or financial or in-kind assistance to favor the manufacturer's products being sampled at a tasting. The licensee shall bear the financial and all other responsibility for a tasting.

13. The applicant for a tastings permit shall certify on the application that all persons serving alcohol at tastings have completed a server training program that meets the standards established by the Liquor Enforcement Division of the Colorado Department of Revenue. The licensee shall maintain a current roster of the names of the persons who have completed a server training and the dates on which such persons attended training. The licensee shall submit updated rosters and documentation to the Town as necessary to confirm that persons serving alcohol at tastings have received the requisite training.

D. A violation of a limitation specified in this Section or of Section 44-3-301(10) ~~12-47-301(10)~~ or 44-3-801 ~~12-47-801~~, C.R.S., as amended, by a retail liquor store or liquor-licensed drugstore licensee, whether by the licensee, the licensee's employees or agents, or otherwise, shall be the responsibility of the licensee who is conducting the tasting.

E. A licensee conducting a tasting shall be subject to the same revocation, suspension and enforcement provisions as otherwise apply to the licensee and are imposed by the local licensing authority. The local licensing authority shall conduct a hearing with regard to any violations of this Section in accordance with the requirements of this Code and Section 44-3-601 ~~12-47-601~~, C.R.S., as amended.

Section 5. Section 5.08.150 of the Firestone Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

5.08.150 - Special events permits.

The Local Licensing Authority may issue special events permits for the sale, by drink only, of fermented malt beverages or malt, spirituous or vinous liquors to organizations qualifying under Section 44-4-101 ~~12-48-101~~, et seq., C.R.S., as amended. The Local Licensing Authority may, by resolution, elect to issue special events permits without notifying the State Licensing Authority to

obtain its approval or disapproval of applications for special events permits, which such resolution may be repealed or amended from time to time.

Section 6. 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 7. 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.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 14th day of November, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.c.

Discussion/Action

Meeting Date: November 14, 2018

Initiated By:

Dept: Administration

AGENDA TITLE

Vactor Hydrovac Heavy Duty Truck 2100

SUMMARY

The Stormwater Department has asked for the 2019 budget for a Hydrovac truck in 2019. The Town currently does not own this type of specialized equipment to meet our needs in Stormwater maintenance. This is a Heavy Duty Truck that many municipalities own for stormwater maintenance, and the Town has identified this as a need for our operations.

HISTORY AND PREVIOUS BOARD ACTION

This was presented as part of the 2019 draft budget. The Town is asking for the board to approve sending Faris Machinery a letter of intent to purchase this equipment in 2019. The build time on these specialized heavy machinery is 6-9 months.

RECOMMENDATION

Staff recommends the board give direction to staff to send the letter of intent to purchase the Vactor 2100 Plus Hydrovac truck in 2019, so that the pricing is locked in and the truck can be built. There is a 6-9month time frame for truck builds.

ALTERNATIVES

The Board can give staff further direction.

ATTACHMENTS

1. 2019 SW Hydrovac Truck

FINANCIAL CONSIDERATIONS

If a letter of intent is sent in to Faris Machinery, the Town would secure the pricing. The hydrovac truck with the needed attachments would be \$425,000, to be paid out of our Stormwater Enterprise fund.

2019 MUNICIPAL PROPOSAL



2100 Plus

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

FIRESTONE, TOWN OF

Theo Abkes-Public Works
tabkes@ci.firestone.co.us

Larry Johnson
Tel: 720 810-9423

PRODUCT DESCRIPTION

- 2100i with Roots 824-16" Hg. Blower, 10 Yard Debris body, 1500 Gallons of Fresh Water

STANDARD FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- Stainless Steel Microstrainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm

- Hydraulic Tank Shutoff Valves
- 7" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Low Water Alarm with Water Pump Flow Indicator
- Front Joystick Boom Control
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Camera System, Rear Only
- Digital Water Pressure Gauge
- Vactor 2100i Body Decal - Multi-Colored
- Chassis Modifications
- Vactor Manual, Partial Manual and USB Version - 1 + Dealer

ADDITIONAL FEATURES

- Roots 824-16" Hg. Blower
- 180 Degree Rotation, 10 Ft. Telescoping Boom x 15 Ft. Hydraulic Extendable
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 500' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- 6" Knife Valve w/Cam-Loc, Rear Door, 3:00 Position
- 6" Knife Valve w/Cam-Loc, Rear Door, 6:00 Position
- Full Rear Door Swinging Screen
- Centrifugal Separators
- Folding Pipe Rack, Curbside
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Air Purge
- Hot Shift Blower Drive
- Wireless Controls, including hose reel controls
- Rotatable Boom Inlet Hose, 10 x 15 RDB
- Anti Splash Valve
- Cold Weather Recirculator, PTO Driven, 25 GPM
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Handgun Couplers, Front and Rear
- Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
- Automatic Hose Level Wind Guide, Indexing
- Cyclone Washout System
- 2 High Pressured Hose Reels
- Rodder Pump Drain Valves
- Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug
- Strobe Light, LED, Rear, Federal Signal, Amber
- Strobe Light, LED, Cab Guard, Federal Signal, Amber

- Worklights (2), LED, 10 x 15 RDB
- Hose Reel Wrapped for Delivery
- Toolbox, Behind Cab
- Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
- Toolbox, Driver Side Subframe, 18w x 24h x 24d
- (4) Long Handle Tool Storage Locations Behind Cab
- Safety Cone Storage Rack - Drop in Style
- Blower High Temperature Safety Shutdown
- Vactor Supplied Chassis, Tandem Axle, 2018 International 7600 SBA, 365 HP, Auto, 66,000 GVWR (See Attached)

Chassis Source - Vactor Supplied

FOB Firestone, CO: \$418,650.00

Price valid for 60 Days from date of 11/6/2018

Product Model: 2100PLUS

Proposal Date: 11/6/2018

Quote Number: 2018-28462

Price List Date: 7/1/2018

Proposal Notes:

1. Sonetics 2 Headset Communications System

ADD: \$6,165.00

Quote Number: 2018-28462

5 of 8



Option

SHIP
Deliver with proposed Vactor 21i-16

QUANTITY	DESCRIPTION		UNIT PRICE	LINE TOTAL
1.00	APX379	Headset, Bluetooth	\$1,045	\$ 1,045.00
1.00	APX377	Headset	\$845	\$845.00
1.00	RUGBL	Ruggrdizer, Blue	\$20.00	\$20
1.00	SCH-305	ComHub, 5	2,995.00	2,995.00
1.00	SON-CC5	Charging Case, 5	1,080.00	1,080.00
1.00	114-0139-00	Antenna, Mag Mount, 12'	180.00	180.00
			Freight	Incl
			SUBTOTAL	\$6,165.00
			SALES TAX	Exempt
			TOTAL	\$6,165.00

THANK YOU FOR YOUR BUSINESS!

Quotation proposed by:

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by Vactor Manufacturing Inc. (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD	EXTENDED WARRANTIES (Total Warranty Duration)
<u>2100 Series, HXX, Series and Jetters</u>	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs against any factory defect in material or workmanship.
<u>2100 Series and HXX only</u>	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
<u>2100 Series and Jetters</u>	2 years - Vactor Rodder pump on all unit serial numbers starting with 13##V#####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.d.

Discussion/Action

Meeting Date: November 14, 2018

Initiated By: David Montgomery

Dept: Police

AGENDA TITLE

Resolution 18-45: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE CITY OF DAcono, TOWN OF FIRESTONE, TOWN OF FREDERICK, FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT, AND MOUNTAIN VIEW FIRE PROTECTION DISTRICT FOR ESTABLISHMENT OF AN EMERGENCY MANAGEMENT SERVICE AREA, AN EMERGENCY MANAGEMENT COORDINATOR, AND FOR SHARING ASSOCIATED COSTS

SUMMARY

Under state law, each political subdivision of the state shall be within the jurisdiction of, and served by, a local or interjurisdictional agency responsible for disaster preparedness and coordination of response.

The Town has been party to negotiations for an intergovernmental agreement with the City of Dacono, Town of Frederick, Frederick-Firestone Fire Protection District, and Mountain View Fire Protection District (together with the Town of Firestone, the "Parties"), which if executed by the Town, would (1) establish the Carbon Valley Emergency Management Service Area (defined below); (2) provide for FFFPD to serve as the local agency responsible for disaster preparedness and coordination of response within the Service Area; (3) establish the position of Emergency Management Coordinator ("EMC") to serve the Service Area; and (4) to set forth the Parties' agreement as the hiring of the EMC and as to sharing of costs with regard the EMC's compensation (the "IGA").

The IGA is styled so that the Service Area would include each of the municipal Parties' corporate boundaries, including any properties later annexed, and the jurisdictional boundaries of each of the fire protection district Parties, including any properties later included into the fire protection districts' jurisdiction, and excluding any properties later excluded from the fire protection districts' jurisdictions, except that the Service Area would not include any unincorporated county land. The Service Area also would not include the municipal boundaries of the towns of Erie and Mead, and any area within Boulder County.

The IGA would establish an Advisory Board consisting of the Police Chiefs of the City of Dacono and Towns of Firestone and Frederick, and the Fire Chiefs of the Frederick-Firestone Fire Protection District Mountain View Fire Protection District. The Advisory Board would be tasked with developing a job description for the EMC, who would be responsible for coordinating with the Advisory Board on matters concerning disaster preparedness and emergency response with respect to the Service Area. After the job description has been finalized by the Advisory Board and approved by FFFPD's Board of Directors, the IGA would require FFFPD to advertise and hire for the position of EMC. The

EMC would be an employee of FFFPD and directly report to the FFFPD Fire Chief.

Each Party, including Firestone, would be required to contribute equally to the EMC's compensation, benefits, and other costs incidental to the EMC's employment on a quarterly basis, subject to annual appropriation. The EMC's compensation and benefits would be established through the EMC's job description.

The IGA is styled to continue until December 31, 2019, and automatically renew for up to ten (10) successive one-year terms. However, a Party may elect not to renew its participation in the IGA by providing written notice of withdrawal to each of the other Parties, at least 180 days in advance of the end of the then-current term. If FFFPD (the EMC's employer) were to withdraw, the IGA would terminate immediately.

Adoption of the attached resolution would approve and authorize the Mayor and Town Clerk to execute the IGA.

HISTORY AND PREVIOUS BOARD ACTION

See Above

RECOMMENDATION

Staff recommends adoption of the resolution to approve of the IGA and authorize its execution.

ALTERNATIVES

Do not approve the proposed IGA and provide further direction to Town Staff.

ATTACHMENTS

1. 7d - Reso 18-45-Approving Emergency Management IGA
2. 7d - Emergency Management.IGA (final with sig pages - 8-28-18)

FINANCIAL CONSIDERATIONS

As stated above, if approved, the Town would be required under the IGA to share equally in the EMC's compensation, benefits, and other costs incidental to the EMC's employment, on a quarterly basis, subject to annual appropriation, which compensation and benefits would be established through the EMC's job description.

RESOLUTION NO: 18-45

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE CITY OF DAcono, TOWN OF FIRESTONE, TOWN OF FREDERICK, FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT, AND MOUNTAIN VIEW FIRE PROTECTION DISTRICT FOR ESTABLISHMENT OF AN EMERGENCY MANAGEMENT SERVICE AREA, AN EMERGENCY MANAGEMENT COORDINATOR, AND FOR SHARING ASSOCIATED COSTS

WHEREAS, pursuant to C.R.S. § 24-33.5-707(1), each political subdivision of the state shall be within the jurisdiction of, and served by, a local or interjurisdictional agency responsible for disaster preparedness and coordination of response; and

WHEREAS, the Board of Trustees of the Town of Firestone finds that it is in the Town's best interests, and will promote the public safety and welfare of the current and future residents and property owners within the Town, to enter into the attached Intergovernmental Agreement with the City of Dacono, Town of Frederick, Frederick-Firestone Fire Protection District, and Mountain View Fire Protection District (together with the Town of Firestone, the "Parties") to (1) establish the Carbon Valley Emergency Management Service Area ("Service Area"); (2) to provide for FFFPD to serve as the local agency responsible for disaster preparedness and coordination of response within the Service Area; (3) to establish and hire for the position of Emergency Management Coordinator to serve the Service Area; and (4) to set forth the Parties' agreement as to sharing of costs with regard to disaster preparedness and coordination of response within the Service Area;

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

Section 1. The Board of Trustees hereby approves that certain Intergovernmental Agreement by and among the City of Dacono, Town of Firestone, Town of Frederick, Frederick-Firestone Fire Protection District, and Mountain View Fire Protection District for Establishment of an Emergency Management Service Area, an Emergency Management Coordinator, and for Sharing Associated Costs, a copy of which is attached hereto as Exhibit A (the "IGA").

Section 2. The Mayor and Town Clerk are authorized and directed to execute such IGA on behalf of the Town, except that the Mayor is hereby further authorized to negotiate and approve such revisions to said IGA as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the IGA are not altered.

Section 3. A true copy of the fully-executed IGA shall be deposited with the Clerk of the Town and available for public inspection as the Clerk's office.

INTRODUCED, READ, and ADOPTED this 14th day of November, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar
Mayor

Attest:

Leah Vanarsdall
Town Clerk

**AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE CITY OF
DACONO, TOWN OF FIRESTONE, TOWN OF FREDERICK, FREDERICK-
FIRESTONE FIRE PROTECTION DISTRICT, AND MOUNTAIN VIEW FIRE
PROTECTION DISTRICT FOR ESTABLISHMENT OF AN EMERGENCY
MANAGEMENT SERVICE AREA, AN EMERGENCY MANAGEMENT
COORDINATOR, AND FOR SHARING ASSOCIATED COSTS**

THIS AGREEMENT is made and entered into this ____ day of ____, 2018 (“Effective Date”) by and among the City of Dacono (“Dacono”), Town of Firestone (“Firestone”), Town of Frederick (“Frederick”), Frederick-Firestone Fire Protection District (“FFFPD”) and Mountain View Fire Protection District (“MVFPD”) (each individually referred to as a “Party” and jointly referred to as the “Parties”).

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to C.R.S. § 29-1-201, *et seq.*; and

WHEREAS, pursuant to C.R.S. § 24-33.5-707(1), each political subdivision of the state shall be within the jurisdiction of, and served by, a local or interjurisdictional agency responsible for disaster preparedness and coordination of response; and

WHEREAS, the Parties agree that it is in their best interests, and will promote the public safety and welfare of the current and future residents and property owners within their mutual boundaries, to provide for FFFPD to serve as the local agency responsible for disaster preparedness and coordination of response within the Service Area (defined below); and

WHEREAS, the Parties desire FFFPD to hire an Emergency Management Coordinator to ensure the Parties’ compliance with state and federal laws regarding disaster preparedness and coordination of response, including the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.*, and to have all the powers and duties set forth herein; and

WHEREAS, the Parties further desire to set forth their agreement as to the sharing of costs in connection with disaster preparedness and coordination of response;

NOW, THEREFORE, the Parties covenant and agree as follows:

1. **Service Area.** There is hereby established the *Carbon Valley Emergency Management Service Area* (the “Service Area”). The Service Area shall include each of the municipal Parties’ corporate boundaries, including any properties later annexed, and the jurisdictional boundaries of each of the fire protection district Parties, including any properties later included into the fire protection districts’ jurisdiction, and excluding any properties later excluded from the fire protection districts’ jurisdictions, except that the Service Area shall not include any unincorporated county land. The Service Area also shall not include the municipal boundaries of the Towns of Erie and Mead, and any area within Boulder County.

2. **Hiring of Emergency Management Coordinator.** The Advisory Board (defined in Section 3, below) shall develop a job description (“Job Description”) for an Emergency

Management Coordinator (“EMC”), who shall be responsible for coordinating with the Advisory Board on matters concerning disaster preparedness and emergency response with respect to the Service Area. After the Job Description has been finalized by the Advisory Board, and approved by FFFPD’s Board of Directors, FFFPD shall advertise and hire for the position of EMC, who shall have all the powers and perform all the duties of such position as set forth in the Job Description. The EMC’s salary shall be as set forth in the Job Description, and shall be paid by FFFPD, subject to partial reimbursement by the other Parties as provided in Section 4. The EMC shall be an employee of the FFFPD, and shall be subject to all of FFFPD’s rules, policies and procedures.

3. **Advisory Board.** There is hereby established the Carbon Valley Emergency Management Advisory Board consisting of the Police Chief of the City of Dacono, the Police Chief of the Town of Firestone, the Police Chief of the Town of Frederick, the Fire Chief of the Frederick-Firestone Fire Protection District, and the Fire Chief of the Mountain View Fire Protection District (collectively, the “Advisory Board”, and each a “Party Representative”). The Advisory Board shall provide input and feedback to the EMC on matters concerning disaster preparedness and coordination of response; provided that, the Advisory Board shall not oversee the actual work or instruct the EMC as to how the EMC’s job will be performed. The Advisory Board may meet periodically upon request of the FFFPD Fire Chief or otherwise to provide input and feedback on the EMC’s job performance, evaluations, compensation and/or Job Description changes.

4. **Cost Sharing; Non-Appropriation.** Each of the Parties shall contribute equally to the EMC’s compensation, benefits, and other costs incidental to the EMC’s employment (“Contribution”). FFFPD shall invoice each Party quarterly for the Party’s Contribution. Such invoices shall be paid within thirty (30) days of receipt thereof. Any invoices not paid within thirty (30) days shall accrue interest at the rate of 8% per annum until paid in full. The foregoing notwithstanding, all financial obligations of the Parties under this Agreement are contingent on funds being budgeted, appropriated, or otherwise made available by the governing body of the respective Party. In the event of a non-appropriation by the governing body of a Party, such Party’s participation in this Agreement shall terminate at the end of the then-current fiscal year, and the remaining Parties’ Contributions will be increased in proportion to the total number of Parties to the Agreement, such that each remaining Party bears an equal share of the costs; except that, this Agreement shall terminate at the end of the then-current fiscal year in the event of a non-appropriation by the FFFPD Board of Directors. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of any of the Parties within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. In the event of a Party’s non-appropriation, that Party shall only be financial liable for Contributions for which it has previously appropriated funds.

5. **Additional Parties.** Other municipalities and fire protection districts may become a party to this Agreement by written amendment signed by all of the then-Parties; provided that, the governing body of the joining party must first adopt the Plan (defined in Section 9, below). Upon the joining of an additional party(ies), each Party’s Contribution shall be reduced in proportion to the total number of parties to the Agreement, such that each Party, including the joining Party(ies),

bears an equal share of the Contribution. Each joining Party shall have a Party Representative on the Advisory Board; provided that, such Party Representative shall be either a fire or police chief.

6. **Term.** This Agreement shall commence on the Effective Date, and shall continue until December 31, 2019. Thereafter, the Agreement shall automatically renew for up to ten (10) successive one-year terms; provided, however, that a Party may elect not to renew its participation in the Agreement by providing written notice of withdrawal to each of the other Parties, through each respective Party Representative, at least 180 days in advance of the end of the then-current term. Upon withdrawal by any Party in accordance with this Section, the remaining Parties' Contributions will be increased in proportion to the total number of remaining Parties to the Agreement, such that each Party bears an equal share of the costs; except that, this Agreement shall immediately terminate without further notice upon withdrawal by FFFPD. In addition, this Agreement shall terminate as to a Party in the event of non-appropriation by that Party pursuant to Section 4, above.

7. **Advisory Board Input.** The Parties agree that the development and implementation of any policies by the EMC or the FFFPD Board regarding disaster preparedness and emergency response shall be undertaken with input from the Advisory Board.

8. **Contracts.** FFFPD agrees that each Party shall be given the opportunity, through notice to each Party Representative, to join any contract proposed for adoption by the FFFPD Board regarding coordinated disaster preparedness and emergency response within the Service Area or any portion thereof.

9. **Emergency Management Plan.** One of the EMC's job duties will be to maintain the Carbon Valley Emergency Operations Plan (the "Plan") in accordance with federal and state requirements. It is the intent of the Parties that the Plan be adopted by the governing body of each Party to this Agreement. If the governing body of a Party, or any joining Party, has not yet adopted the Plan, the Party may do so by reference to the Plan as adopted by FFFPD in accordance with applicable state law. The Plan may be amended if approved by a majority of the members of the Advisory Board. Each Plan amendment shall be adopted by the FFFPD Board, and then adopted by reference to the Plan as amended and adopted by FFFPD by the governing bodies of the other Parties in accordance with applicable state law.

10. **Employee Liability.** Nothing in this Agreement is intended to or shall be construed to create an employer-employee relationship between the EMC and any of the Parties except FFFPD. Any employment liability arising out of or connected with FFFPD's employment of the EMC, including, without limitation, liability for workers' compensation benefits, unemployment benefits, or failure to withhold state or federal income taxes, shall be borne solely by FFFPD.

11. **Records.** FFFPD shall maintain in its records system, in accordance with FFFPD's applicable records retention policies, records created in whole or in part by the EMC relating to emergency management, disaster preparedness and coordination of response ("EMC Records"). EMC Records does not include any personnel records related to FFFPD's employment of the EMC, except to the extent such records would otherwise constitute public records under the Colorado Public (Open) Records Act, CRS 24-72-201, *et. seq.* For so long as it is a party to this

Agreement, a Party shall have reasonable access to the EMC Records during normal business hours, which access shall be granted by FFFPD at no charge. A former Party to this Agreement shall be entitled to EMC Records in accordance with the Colorado Open Records Act.

12. **Training Provided by EMC.** One of the EMC's job duties, as set forth in the Job Description, is to conduct emergency management training and education programs for employees of the Parties. The members of the Advisory Board and the EMC shall coordinate to schedule such programs.

13. **Confidentiality.** Each Party acknowledges and agrees that during the term of this Agreement it may be furnished with or otherwise have access to confidential information of another Party. The Party that has received confidential information (the "Receiving Party"), in fulfilling its obligations under this Section, shall exercise the same degree of care and protection with respect to the confidential information of the Party that has disclosed confidential information to the Receiving Party (the "Disclosing Party") that it exercises with respect to its own confidential information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose confidential information as necessary to fulfill its obligations or exercise its rights under this Agreement; except that, disclosure is permitted if the disclosure is required under the Colorado Open Records Act, or pursuant to a valid and effective subpoena or order issued by a court of law.

14. **Periodic Meetings.** The EMC and Advisory Board shall meet at the FFFPD Business & Education Center, located at 8426 Kosmerl Place, Frederick, CO, or at another location agreed to by the Party Representatives, on a periodic or as needed basis. At each meeting, the EMC shall update the Advisory Board on disaster preparedness and coordination of response efforts in the previous quarter, and expectations for disaster preparedness and coordination of response efforts in the upcoming quarter.

15. **Services Specifically Not Included.** Nothing in this Agreement shall obligate any Party to dispatch personnel, equipment or other assistance, or otherwise respond to an emergency or disaster situation within the Service Area. The respective interjurisdictional incident response obligations of the Parties, if any, are as set forth in the various mutual aid agreements between or among the Parties.

16. **Third-Party Liability.** The EMC will be an employee of FFFPD and answer to the FFFPD Fire Chief. As such, Dacono, Firestone, Frederick or MVFPD (and any joining parties) will have no direct control or supervision over the day-to-day operations or performance of the EMC's powers and duties. Dacono, Firestone, Frederick or MVFPD (and any joining parties) shall not be responsible for any liability for any injury, loss, or damage caused by the negligent act, omission, or other fault of the EMC or FFFPD. FFFPD's obligation under this Section shall not be construed to extend to any injury, loss, or damage which is caused by the negligent act, omission, or other fault of any Party other than FFFPD.

17. **Governmental Immunity.** The Parties are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (the "Act"), and the Parties understand and agree that each of the Parties is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights,

immunities, and protections provided by the Act, or otherwise available to the Parties, their officers, or their employees.

18. **Entire Agreement; Amendment.** This Agreement represents the entire Agreement among the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended by the Parties at any time during its term, provided that any such amendment is agreed to in writing and signed by the representatives of the Parties executing this Agreement as set forth in the signature portion below. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

19. **Severability.** Should any provision of this Agreement be held invalid or unenforceable, then the remaining provisions shall remain in full force and effect as though the invalid provision were not included; provided, however, that should the invalidity or unenforceability go to the essence of the Agreement, then any Party that would have received the benefit of the invalid or unenforceable provision shall have the option to terminate this Agreement.

20. **Governing Law and Venue.** This Agreement shall be deemed entered into in Weld County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Weld County of the State of Colorado, and in no other court.

21. **No Third-Party Beneficiaries.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person or entity not included in this Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

22. **Assignment.** No Party shall assign or delegate this Agreement or any portion thereof, or any monies due or that become due hereunder without the express written consent of each of the other then-Parties to this Agreement. Any assignment or delegation in violation of this Section shall be void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF DAcono, COLORADO

By: _____
Joe Baker, Mayor

ATTEST:

Valerie Taylor, City Clerk

TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

TOWN OF FREDERICK, COLORADO

By: _____
Tony Carey, Mayor

ATTEST:

Meghan C. Martinez, CMC, Town Clerk

FREDERICK-FIRESTONE FIRE PROTECTION
DISTRICT

By: _____
Jeffrey Jurgena, President

ATTEST:

Christopher R. Vigil, Secretary

MOUNTAIN VIEW FIRE PROTECTION
DISTRICT

By: _____
Tim Parker, President

ATTEST:

Colleen Whitlow, Secretary