



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

December 19, 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 December 12, 2018 Minutes
 - 5.b.** Approval of December 19, 2018 Accounts Payables
 - 5.c.** Cash and Investments Summary
 - 5.d.** **Resolution 18-59**: A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND CLEAR WATER RIGHTS, INC., D/B/A CLEAR WATER SOLUTIONS, INC., FOR COMPLETION OF A DROUGHT MANAGEMENT PLAN
 - 5.e.** McClure Avenue Widening Construction - Change Order No. 4 & Payment Application No.4 (FINAL PAYMENT)
 - 5.f.** Firestone Police Station Construction Payment Application No. 6
- 6. Discussion/Action**
 - 6.a.** Night to Shine (Sponsored by Tim Tebow Foundation) - Matt Cote, Rocky Mountain Christian Church Pastor Donation Request
 - 6.b.** Consideration of 2019 Consulting Contract with CliftonLarsonAllen LLP
 - 6.c.** Town Hall Expansion

* 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.

6.d. Resolution 18-58: A RESOLUTION APPROVING A CONTRACT BETWEEN THE TOWN OF FIRESTONE AND HALCYON DESIGN LLC FOR DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, AND CONSTRUCTION ADMINISTRATION FOR THE TOWN HALL EXPANSION AND REMODEL

6.e. Resolution 18-60: A RESOLUTION APPROVING LEGAL SERVICES ENGAGEMENT AGREEMENT FOR TOWN OF FIRESTONE LEASE-PURCHASE AGREEMENT AND ISSUANCE OF CERTIFICATE OF PARTICIPATION

7. Reports

8. Executive Session

8.a. 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).

9. Report from Executive Session

10. Adjournment

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

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

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

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on December 12, 2018, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:10 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

Trustees: Don Conyac
George Heath
Samantha Meiring – Late 7:37 pm
Frank A. Jimenez
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Katie Hansen, Director of Marketing & Communications; Marty Ostholthoff, Planning Manager; Director of Economic Development and FURA; Paula Mehle, Director of Economic Development & FURA; Dave Lindsay; Engineer; Brad Grasmick, Water Attorney; David Montgomery, Chief of Police; Leah Vanarsdall, Town Clerk; Julie Pasillas, Director of Community Resources; Tracy Case, Senior Planner; Jessica Clanton, 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 Heath, **second** by Trustee Conyac, to approve the Agenda as amended to move the Budget Items 6, 6a, 6 ai, 6aii and 6aiii to Discussion Action Item 7. All in Favor, **Motion carried.**

4. PUBLIC COMMENT

None

5. CONSENT AGENDA

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

6. PUBLIC HEARING

Open: 7:19 pm **Close:** 8:14 pm

Public Comments: Craig Owen – 7751 CR 22, Longmont

Fran Holyman – 6382 Twilight

Margaret Parker – 9265 Del Camino Ln, Longmont

Gayle Mertz – 62310 Utica, Firestone

Erin Lind – 1801 Ca. St, Denver (Crestone)

David Stewart – 1801 CA St, Denver (Crestone EHS)

6b. Resolution 18-49: A RESOLUTION APPROVING AN APPLICATION FOR A SPECIAL USE PERMIT FOR CRESTONE PEAK RESOURCES TO LOCATE NINETEEN OIL AND GAS WELLS WITHIN THE TOWN OF FIRESTONE.

Motion by Mayor Pro-tem, Peterson, **second** by Trustee Heath, to approve **Resolution 18-49:** A RESOLUTION APPROVING AN APPLICATION FOR A SPECIAL USE PERMIT FOR CRESTONE PEAK RESOURCES TO LOCATE NINETEEN OIL AND GAS WELLS WITHIN THE TOWN OF FIRESTONE. **Roll Call Vote:** Trustee Meiring – abstained, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes, trustee Conyac – yes, Mayor Pro-tem Peterson – yes. All in Favor, **Motion carried.**

6c. Resolution 18-53: A RESOLUTION AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE FIRST AMENDMENT TO THE COMPATIBLE DEVELOPMENT AND SURFACE USE AGREEMENT

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve **Resolution 18-53:** A RESOLUTION AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE FIRST AMENDMENT TO THE COMPATIBLE DEVELOPMENT AND SURFACE USE AGREEMENT. **Roll Call Vote:** Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Meiring – yes. All in Favor, **Motion carried.**

6d. Resolution 18-54: A RESOLUTION APPROVING COOPERATIVE DEVELOPMENT PLAN AGREEMENT

Motion by Trustee Conyac, **second** by Trustee Jimenez, to approve **Resolution 18-54:** A RESOLUTION APPROVING COOPERATIVE DEVELOPMENT PLAN AGREEMENT.

Roll Call Vote: Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Meiring – yes, Trustee Jimenez – yes. All in Favor, **Motion carried.**

PUBLIC HEARING Open: 8:53 pm Close: 9:11 pm

Public Comment: Aaron Ladd, Attny for Pelican Shores S – HOA – 1720 14th St,
Boulder

6e. Resolution 18-50: A RESOLUTION CONCERNING A PETITION FOR THE ANNEXATION OF PROPERTY TO THE TOWN OF FIRESTONE, COLORADO, KNOWN AS THE GOULD ANNEXATION TO THE TOWN OF FIRESTONE, AND FINDING THE AREA PROPOSED TO BE ANNEXED ELIGIBLE FOR ANNEXATION.

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac, to approve **Resolution 18-50:** A RESOLUTION CONCERNING A PETITION FOR THE ANNEXATION OF PROPERTY TO THE TOWN OF FIRESTONE, COLORADO, KNOWN AS THE GOULD ANNEXATION TO THE TOWN OF FIRESTONE, AND FINDING THE AREA PROPOSED TO BE ANNEXED ELIGIBLE FOR ANNEXATION. **Roll Call Vote:** Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

6f. Ordinance 947: AN ORDINANCE APPROVING AN ANNEXATION KNOWN AS THE GOULD ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO.

Motion by Trustee Jimenez, **second** by Trustee Heath, to approve **Ordinance 947:** AN ORDINANCE APPROVING AN ANNEXATION KNOWN AS THE GOULD ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO. **Roll Call Vote:** Trustee Conyac – yes,

Mayor Pro-tem Peterson – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes. All in Favor, **Motion carried.**

6g. Ordinance 948: AN ORDINANCE APPROVING AN INITIAL ZONING OF PROPERTY ANNEXED TO THE TOWN OF FIRESTONE AND KNOWN AS THE GOULD ANNEXATION, AND APPROVING AN OUTLINE DEVELOPMENT PLAN FOR SUCH PROPERTY.

Motion by Trustee Sharp, **second** by Mayor Pro-tem Peterson, to approve **Ordinance 948:** AN ORDINANCE APPROVING AN INITIAL ZONING OF PROPERTY ANNEXED TO THE TOWN OF FIRESTONE AND KNOWN AS THE GOULD ANNEXATION, AND APPROVING AN OUTLINE DEVELOPMENT PLAN FOR SUCH PROPERTY. **Roll Call Vote:** Mayor Pro-tem Peterson – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes. All in Favor, **Motion carried.**

7. DISCUSSTION/ACTION ITEMS

Budget Items Moved from Public Hearing as noted in the above Agenda Amendment Motion

2019 Town of Firestone Budget Adoption

6.a.i. Resolution 18-46: A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF FIRESTONE, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2019 AND ENDNG ON THE LAST DAY OF DECEMBER, 2019.

Motion by Trustee Heath, **second** by Trustee Meiring, to approve **Resolution 18-46:** A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF FIRESTONE, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2019 AND ENDNG ON THE LAST DAY OF DECEMBER, 2019. **Roll Call Vote:** Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

6.a.ii. Resolution 18-47: A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE TOWN OF FIRESTONE, COLORADO, FOR THE 2019 BUDGET YEAR.

Motion by Trustee Meiring, **second** by Trustee Jimenez, to approve **Resolution 18-47:** A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE TOWN OF FIRESTONE, COLORADO, FOR THE 2019 BUDGET YEAR. **Roll Call Vote:** Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes. All in Favor, **Motion carried.**

6.a.iii. Resolution 18-48: A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE 2018 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2019 BUDGET YEAR.

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve **Resolution 18-48:** A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE 2018 TAX YEAR, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF FIRESTONE, COLORADO FOR THE 2019 BUDGET YEAR. **Roll Call Vote:** Mayor Pro-tem Peterson – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp –

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

7a. Resolution 18-51: A RESOLUTION PRESCRIBING WATER RATES, FEES, TOLLS AND CHARGES FOR THE TOWN OF FIRESATONE, COLORADO

Motion by Trustee Conyac, **second** by Mayor Pro-tem Peterson, to approve **Resolution 18-51:** A RESOLUTION PRESCRIBING WATER RATES, FEES, TOLLS AND CHARGES FOR THE TOWN OF FIRESTONE, COLORADO. **Roll Call Vote:** Mayor Pro-tem Peterson – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes. All in Favor, **Motion carried.**

b. Resolution 18-52: A RESOLUTION APPROVING A THIRD AMENDMENT TO THE FACILITY USE LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CARBON VALLEY

Motion by Trustee Meiring, **second** by Trustee Sharp, to approve **Resolution 18-52:** A RESOLUTION APPROVING A THIRD AMENDMENT TO THE FACILITY USE LICENSE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CARBON VALLEY. **Roll Call Vote:** Mayor Pro-tem Peterson – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes. All in Favor, **Motion carried.**

c. Resolution 18-55: A RESOLUTION APPROVING AN OPTION TO PURCHASE AGREEMENT

Motion by Trustee Meiring, **second** by Trustee Sharp, to approve **Resolution 18-55:** A RESOLUTION APPROVING AN OPTION TO PURCHASE AGREEMENT. **Roll Call Vote:** Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

d. Resolution 18-57: A RESOLUTION AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE AN ENGAGEMENT AGREEMENT FOR INTERIM TOWN ATTORNEY LEGAL SERVICES

Motion by Trustee Sharp, **second** by Mayor Pro-tem Peterson, to approve **Resolution 18-57:** A RESOLUTION AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE AN ENGAGEMENT AGREEMENT FOR INTERIM TOWN ATTORNEY LEGAL SERVICES. **Roll Call Vote:** Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp - yes. All in Favor, **Motion carried.**

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

None

Motion by Trustee Sharp, **second** by Trustee Conyac to **NOT APPROVE** (rescind) Item 5i – **Resolution 18-56:** A RESOLUTION CONCERNING REVISIONS TO THE EMPLOYEE HANDBOOK AND REPEALING THE AUTHORITY OF THE TOWN MANAGER TO MAKE REVISIONS. **Roll Call Vote:** Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp - yes. All in Favor, **Motion carried.**

Motion by Trustee Jimenez, **second** by Trustee Conyac to continue to January 9, 2019. **Roll Call Vote:** Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp – yes. All in Favor, **Motion carried**

9. REPORTS

- a. Staff – Big thank you to everyone that helped coordinate the Town holiday Party
- b. Mayor
- c. Trustees
- d. Committee Updates

Board of Trustees Meeting was recessed at 9:54 pm to conduct the Firestone Urban Renewal Authority Meeting – Reconvened at 9:52 pm.

10. EXECUTIVE SESSION Open: 9:52 pm Closed: 10:19 pm

a. **Executive Session** for the purpose of (1) a conference with the Town Attorney for the purpose of receiving legal on specific legal questions under C.R.S. 24-6-402(4)(b); and (2) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy nor negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e), regarding Town Manager recruitment.

Motion by Trustee Sharp, **second** by Trustee Heath, to adjourn into an Executive Session **ONLY** for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e), regarding Town Manager recruitment. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Conyac – yes, Trustee Sharp – yes, Trustee Heath – yes. All in Favor, **Motion carried**.

Staff asked to participate: Jennifer Weinberger; Asst Manager

Report from Executive Session

No Report

11. ADJOURNMENT

Motion by Mayor Pro-tem Peterson, **second** by Jimenez, to adjourn meeting at 10:18 pm. **Motion passed**, all in favor.

Introduced and Approved this 19th day of December, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

Payables Summary

Accounts Payable Report

December 19, 2018

of Invoices - 310

\$ 1,357,470.43

<u>COMPANY NAME</u>	<u>DESCRIPTION</u>	<u>Pass-Through \$</u>	<u>Total Amt.</u>
Total of Invoices under \$25,000.00			\$ 211,873.49
Anthem Blue Cross Blue Shield	December-2018 Health Insurance Premium		\$ 64,596.25
Defalco Construction	McClure Widening Project - Final		\$ 304,383.75
FCI Constructors	Police Department and Safety Facility Construction: Nov-18		\$ 599,437.72
Pinnacol Assurance	2019 Workers Comp Policy		\$ 99,167.00
Roth Sheppard Architects	Police Department and Safety Facility Construction: Nov-18		\$ 50,486.46
Safe Built Colorado	Building Department Services: Nov-18		\$ 27,525.76
Total Invoices, Current		\$ -	\$ 1,357,470.43
AP Adjustments between Invoice Register, Unpaid Report, Paid Report			
Kerr McGee	2 Past small invoices, hold on paying		\$ 0.41
			\$ -
Total (to match Board AP Detail Reports)			\$ 1,357,470.84

For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

Vendor	Amount
Total 4 RIVERS EQUIPMENT:	30.00
Total ACE HARDWARE OF FIRESTONE:	296.50
Total ADAMSON POLICE PRODUCTS:	97.15
Total Adcon Signs, Inc:	3,995.00
Total AIRE-MASTER OF NORTH DENVER:	39.00
Total AMAZON:	39.59
Total American Public Works Association:	396.00
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	64,596.25
Total APEX SHREDDING, INC.:	80.00
Total Arrakeen Resource LTD CO:	10,545.00
Total ASCENDANT TITLE:	15.33
Total BARCO MUNICIPAL PRODUCTS INC:	668.76
Total BAREFOOT RESIDENTIAL LLC:	217.65
Total BATTER UP CAKES:	101.64
Total BESTBUY.COM:	419.95
Total BROWNELLS, INC.:	1,180.80
Total BUDGET CONFERENCING:	120.17
Total CalAtlantic Group:	208.09
Total CASELLE, INC.:	3,988.00
Total CHEM SCREEN, INC:	42.00
Total CITY OF DACONO:	1,666.67
Total CLEAR WATER SOLUTIONS, INC:	40.00
Total CLIFTON LARSON ALLEN LLP:	6,127.18
Total CMCA - SET REMIT ADDRESS:	195.00
Total COALRIDGE ANIMAL HOSPITAL, INC:	103.19
Total COLLISION SAFETY INSTITUTE, LLC:	675.00
Total COLORADO ASSOCIATION OF CHEIFS OF POLICE:	450.00
Total COLORADO CIVIL GROUP INC.:	15,715.00
Total COLORADO ESCROW & TITLE - LONGMONT:	46.95
Total COLORADO NOTARY SOLUTIONS:	45.00
Total COLORADO SECRETARY OF STATE:	10.00
Total COMCAST CABLE -0310188 - SEATTLE:	411.23
Total DBC IRRIGATION SUPPLY:	507.93
Total DEFALCO CONSTRUCTION:	304,383.75
Total DELTA DENTAL OF COLORADO, INC:	4,151.30
Total DOLLAR TREE:	40.00
Total DROPBOX INC:	60.48
Total E-470:	91.00

Vendor	Amount
Total EFAX.COM:	39.90
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	195.24
Total EMPLOYERS COUNCIL SERVICES, INC:	330.00
Total Escrow Deposit Refunds:	13,868.46
Total FCI CONSTRUCTORS, INC:	599,437.72
Total FIDELITY NATIONAL TITLE-DENVER:	384.06
Total FIRST AMERICAN TITLE CO:	27.84
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	48.95
Total FRONTIER BUSINESS PRODUCTS:	185.97
Total GREEN MILL SPORTSMAN'S CLUB, INC:	300.00
Total GUARDIAN TITLE-DENVER:	9.75
Total HEALTHIEST YOU:	675.00
Total HERITAGE TITLE-DENVER:	1.27
Total HOBBY LOBBY:	209.96
Total HOME DEPOT CREDIT SERVICES:	3,649.92
Total HOME DEPOT.COM:	237.57
Total iATN:	19.00
Total IIMC:	290.00
Total INTERSTATE FORD:	351.28
Total i-TUNES, SPOTIFY, MISC APPS:	10.64
Total JOHNSON AUTO PLAZA:	57.68
Total KELLY, P.C.:	18,962.95
Total KERR-MCGEE OIL & GAS ONSHORE:	.41
Total KING SOOPERS:	65.96
Total KINSCO, LLC:	42.99
Total LAND TITLE - GREELEY:	128.89
Total LAND TITLE-DENVER-2:	37.08
Total LARRY'S MOBILE WELDING INC:	2,490.63
Total LAWRENCE JONES CUSTER GRASMICK, LLP:	7,794.46
Total LINE-X OF BOULDER:	7,434.00
Total LONGMONT HUMANE SOCIETY:	1,083.33
Total LONGMONT TROPHY & ENGRAVING:	221.30
Total MASTIN BERGSTROM, LLC:	442.50
Total MATCO TOOLS:	50.00
Total MCCANDLESS TRUCK CENTER, LLC:	2,535.96
Total MCGRANE WATER ENGINEERING, LLC:	24,992.88
Total MISC CREDIT CARD 1X MERCHANT:	3,078.35
Total MOTORCRAFT TECHNICAL SERVICES:	23.38
Total MUTUAL OF OMAHA INSURANCE CO:	5,242.33

Vendor	Amount
Total NEXTERA HEALTHCARE:	1,271.00
Total NORTH AMERICAN TITLE COMPANY - COLO SPRG:	10.87
Total NVB PLAYGROUNDS:	3,178.00
Total OFFICE DEPOT INC:	921.69
Total O'REILLY AUTO PARTS:	397.79
Total PANERA BREAD:	145.42
Total PARTY CITY:	39.98
Total PEEL HANDCRAFTED PIZZA:	89.84
Total PETTY CASH - TOWN OF FIRESTONE:	340.00
Total PINNACOL ASSURANCE:	99,167.00
Total PITNEY GLOBAL FINANCIAL SERVICES LLC:	188.16
Total POCKET PRESS, LLC:	353.64
Total PRAIRIE MOUNTAIN PUBLISHING:	701.32
Total RAINMASTER - iCENTRAL:	157.50
Total REAL TRUCK:	318.00
Total RIPTIDE CAR & PET WASH:	174.00
Total ROBIN EVENT RENTAL:	2,488.54
Total ROTH SHEPPARD ARCHITECTS, LLP:	50,486.46
Total SAFE BUILT COLORADO INC:	27,525.76
Total SAFETY AND CONSTRUCTION SUPPLY INC:	244.50
Total SAM'S CLUB - VENDOR:	406.81
Total SBW GRAPHICS:	666.63
Total SHRM:	475.00
Total Shutterstock:	29.00
Total Sturgeon Electric Company:	7,200.00
Total SUMMIT BODYWORKS, INC:	9,607.00
Total SUPERIOR INTERNATIONAL INDUSTRIES:	1,613.55
Total SURVEY MONKEY:	408.00
Total Swank Motion Pictures:	.00
Total The Hitt Companies:	158.50
Total THE SMOKEHOUSE:	325.59
Total THK ASSOCIATES, INC.:	15,722.61
Total Toilet Rebates:	75.00
Total TOWN OF FREDERICK:	1,666.66
Total UNITED POWER:	1,713.34
Total VERIZON WIRELESS:	4,076.12
Total VISION SERVICE PLAN - VSP:	619.07
Total VISTA OUTDOOR SALES LLC:	6,771.46
Total WALMART / WALMART.COM:	877.99

Vendor

Amount

Total WCCR - DMV -WELD COUNTY DMV:

79.87

Total WORKWELL OCCUPATIONAL MEDICINE LLC:

25.00

Total :

1,357,470.84

Grand Totals:

1,357,470.84

FIRESTONE SUMMARY OF CASH & INVESTMENTS

November 2018	DATE	RATE	MATURITY	BALANCE
Cash & Investments				
Deposit Accounts:				
1st Bank				
Checking Account (rate allowed to offset monthly fees only)		0.60%	Liquid	\$ 790,134
Court Account		0.00%	Liquid	49
Savings Account		0.40%	Liquid	1,947,776
Xpress BillPay Deposit Account		0.00%	Liquid	335,169
Adams Bank & Trust				
Deposit Account		0.65%	Liquid	30,739
Petty Cash on Hand				
		N/A	Liquid	1,490
TOTAL Deposit Accounts and Cash				\$ 3,105,357
Restricted Deposit Accounts:				
ColoTrust Plus - Money Mkt/Daily Pooled Investment Accts				
UMB - COPS 2018 Construction Fund		2.32%	Liquid	12,385,689
UMB - COPS 2018 Reserve Fund		2.23%	Liquid	1,010,806
TOTAL Restricted Deposit Accounts				13,396,495
Money Market Accounts:				
C-SAFE - Money Mkt/Daily Pooled Investment Accts				
<i>Pooled Investment Account - AAAM</i>				
Operations (unrestricted Town assets)				
Liquid Assets	daily	2.25%	Liquid	18,197,138
Developer Bonds (restricted assets)				
Liquid Assets	daily	2.25%	Liquid	198,519
Urban Renewal Authority (restricted assets)				
Liquid Assets	daily	2.25%	Liquid	4,219,292
Conservation Trust Fund (restricted Town assets)				
Liquid Assets	daily	2.25%	Liquid	452,889
Adams Bank & Trust ICS Savings				
	daily	1.65%	Liquid	4,830,675
Total Money Market Assets				27,898,513
Cash & Investments				\$ 44,400,366
Certificates of Deposit				
Certificates of Deposit:				
Capital One Bank				
CD 140420B25 (Sigma GTR-034238)	8/10/2016	1.20%	8/12/2019	245,000
JP Morgan Chase				
CD 48126XCR4 (Sigma GTR-034238)	8/31/2016	1.60%	8/31/2021	245,000
TOTAL Certificates of Deposit				490,000
Certificates of Deposit				\$ 490,000
TOTAL ALL FUNDS				\$ 44,890,366

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d.

Consent Agenda

Meeting Date: December 19, 2018

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Resolution 18-59: A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND CLEAR WATER RIGHTS, INC., D/B/A CLEAR WATER SOLUTIONS, INC., FOR COMPLETION OF A DROUGHT MANAGEMENT PLAN

SUMMARY

Attached for the Boards consideration is a Resolutions to approve an agreement with Clear Water Solutions, LLC to complete the Town of Firestone's Drought Management Plan Update.

HISTORY AND PREVIOUS BOARD ACTION

In 2011, the Town contracted with Clear Water Solutions, LLC to prepare a Colorado Water Conservation Board (CWCB) grant application for a Drought Management Plan. The Town successfully received the grant the Town contracted Clear Water Solutions to write the Town's first State approved Drought Management Plan. As part of the Town continued water conservation efforts, periodically the Town applies for efficiency grants from CWCB. One of CWCB requirements is that grant applicants have a State approved Drought Management Plan. During our last efficiency grant process in 2015 and loan process in 2016, CWCB encourage the Town to commit to updating the current Drought Management Plan as part of the conditions to qualify for future funding. Drought planning is an important objective to ensure that the Town's critical water supply needs are met when supplies are diminished. In June 2018, the Board approved an agreement for Clear Water Solutions to prepare a grant application for funding from CWCB for the update to the Town's Drought Management Plan. On November 30, 2018 the Town, received notice from CWCB that Firestone was approved for a \$30,000 grant to help fund this update.

RECOMMENDATION

Staff recommends the Board adopt a motion to approve Resolution 18-59 a resolution approving and agreement by and between the Town of Firestone and Clear Water Rights, Inc., D/B/A Clear Water Solutions, Inc., for completion of a Drought Management Plan.

ALTERNATIVES

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

ATTACHMENTS

1. Res. No 18-59 A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND CLEAR WATER RIGHTS, INC., DBA CLEAR WATER SOLUTIONS, INC.,
2. 2019 Agreement with Clear Water Solutions for the completion of Drought Management Plan Update

FINANCIAL CONSIDERATIONS

This agreement includes an amount not to exceed \$44,793 to complete the Drought Management Plan Update. \$30,000

will be funded by the CWCB grant and the remaining amount of \$14,793 will be paid out of the Water Fund, which has been budgeted for in 2019.

RESOLUTION NO. 18-59

A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND CLEAR WATER RIGHTS, INC., D/B/A CLEAR WATER SOLUTIONS, INC., FOR COMPLETION OF A DROUGHT MANAGEMENT PLAN

WHEREAS, the Water Conservation Board in the Colorado Department of Natural Resources (“CWCB”) provides grants to facilitate the development of additional water storage; to provide technical assistance, project, or program funding for agricultural projects; to implement long-term strategies for conservation, land use, and drought planning; and for water education, outreach, and innovation efforts; and

WHEREAS, CWCB has awarded the Town with a grant to engage a consultant to assist the Town in developing a drought management plan; and

WHEREAS, the Board of Trustees finds that Clear Water Rights, Inc., d/b/a Clear Water Solutions, Inc. (the “Consultant”) has the requisite expertise, qualifications, and background necessary to assist the Town in developing the plan; and

WHEREAS, there has been proposed an Agreement between the Town and Consultant for Consultant’s completion of the drought management plan for the benefit of the Town (the “Agreement”); and

WHEREAS, the Board of Trustees has determined that the proposed Agreement is in the best interests of the Town and desires by this Resolution to approve said Agreement and authorize its execution.

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

1. The proposed Agreement by and between the Town of Firestone and Clear Water Rights, Inc., d/b/a Clear Water Solutions, Inc., for Completion of a Drought Management Plan (“Agreement”) is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

2. The Mayor is authorized to execute the Agreement, except that the Mayor is hereby granted the authority to negotiate and approve such revisions to said Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

3. The Mayor, Town Manager, and Town Staff are further authorized to do all things necessary on behalf of the Town to perform the obligations of the Town under the Agreement.

INTRODUCED, READ, and ADOPTED this 12th day of December, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar
Mayor

Attest:

Leah Vanarsdall
Town Clerk

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND
CLEAR WATER RIGHTS, INC., D/B/A CLEAR WATER SOLUTIONS, INC., FOR
COMPLETION OF A DROUGHT MANAGEMENT PLAN**

1.0 PARTIES

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and **Clear Water Rights, Inc.**, a Colorado corporation, d/b/a Clear Water Solutions, Inc., hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Consultant for the purpose of completing a Drought Management Plan, consisting of the services further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services and Schedule of Charges attached hereto as Exhibit “A” and incorporated herein by reference. Consultant’s services to the Town are non-exclusive. In its sole discretion, the Town may contract with other consultants to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1 The Town shall pay the Consultant for Services under this Agreement a total not to exceed \$44,793 (“Maximum Contract Amount”), at the hourly rates set forth in Exhibit A. Task prices and task costs for specific items of the Services shall not exceed the “Grand Totals” set forth in Exhibit A, and costs may not be reallocated between or among categories. The foregoing amount of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant/subcontractor fees. The Scope of Services and Schedule of Charges and payment therefore shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the Maximum Contract Amount or per-task amounts payable under the terms of this Agreement.
- 4.2 The Consultant shall submit monthly a detailed invoice to the Town describing Services rendered in the previous month. Each invoice submitted by the Consultant shall identify the Services performed by the task number and task description assigned to the task to which the

Services relate in Exhibit A, and shall document the name of, and hours spent by, each the individual employee performing the Services associated with the task performed. The Consultant shall provide such additional backup documentation as may be required by the City. The Town shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore is unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

The Town designates Town Manager as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Town Manager and his designees. The Consultant designates Mr. Steve Nguyen as the Project Manager. The Town may rely upon the guidance, opinions, and recommendations provided by the Consultant and its representatives. Should any of the representatives be replaced, particularly Mr. Nguyen, and such replacement require the Town to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

The Consultant's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. This Agreement shall terminate December 31, 2019, unless terminated sooner pursuant to the provisions hereof. 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 the Consultant within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, Town shall immediately notify the Consultant of such occurrence, and this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 and 7.1.2. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract. Evidence of qualified exemption or self-insured status may be substituted.
- 7.1.2 Consultant's own automobile liability and physical damage insurance for any vehicle used in performing service for the Town, in amounts not less than prescribed by Colorado law (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
- 7.1.3 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under the required policies.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$387,000 per person in a single occurrence and \$1,093,000 for two or more persons in a single occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

Consultant shall defend, indemnify and hold the Town and its officers or employees harmless against (1) claims by any employee, officer, subcontractor, or agent of Consultant for compensation or benefits including but not limited to pension, insurance, medical expenses, vacation pay, sick leave or sick pay, or for indemnification for tort claim damages or similar claims for damages (e.g. Section 1983 claims); and (2) all liability, claims, demands, and expenses, including court costs and reasonable attorney fees, on account of any claims by any other party for damages to the extent such claims arise from any negligent, unlawful, or willful and wanton act or omission on the part of the Consultant or any employee, officer, subcontractor, or agent of Consultant providing Services pursuant to this Agreement. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area. Consultant shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the objectives of the engagement and specified interests of the Town.

10.0 INDEPENDENT CONTRACTOR

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

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

- 15.1 All computer input and output, analyses, plans, documents, studies, reports, photographic images, grant applications, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town.
- 15.2 Documents prepared pursuant to this Agreement shall be transmitted to the Town in suitable electronic media as specifically requested by the Town. The Town acknowledges that such documents are intended for the Town's own use and application, and work products developed under this Agreement shall not be used for or applied to other projects without the prior written approval of Consultant, which approval shall not be unreasonably withheld.

16.0 ENFORCEMENT

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

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

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

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

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

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the Town:

Town of Firestone
Attn: Town Manager
151 Grant Avenue, Box 100
Firestone, CO 80520
Telephone: (303) 833-3291
Fax: (303) 833-4863

If to the Consultant:

Clear Water Solutions, Inc.
Attn: Steve Nguyen, P.E.
8010 South County Road 5, Suite 105
Windsor, CO 80528
Telephone: (970) 223-3706
Fax: (970) 223-3763

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

20.0 WAIVER

A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

21.0 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

22.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

TOWN OF FIRESTONE

ATTEST:

By: _____
Bobbi Sindelar, Mayor

Leah Vanarsdall, Town Clerk

CONSULTANT:

CLEAR WATER RIGHTS, INC., D/B/A CLEAR
WATER SOLUTIONS, INC.

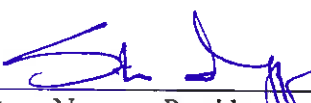
By:  _____
Steve Nguyen, President

Exhibit A

Below is the scope of services to complete the Town of Firestone's Drought Management Plan.

- Complete Drought Management Plan per Scope of Work Described in CWCB Grant Application.

Task No.	Description	Consultant - Michelle Hatcher (\$160/hour) ²		Consultant - Sira Sartori (\$135/hour) ²		Consultant - Steve Nguyen (\$190/hour) ²		Grand Total
		Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	
1	Stakeholders, Plan Objectives and Principles	11	\$1,760.00	19	\$2,565.00	7	\$1,330.00	\$5,655.00
2	Historical Drought and Impact Assessment	10	\$1,600.00	40	\$5,400.00	2	\$380.00	\$7,380.00
3	Drought Vulnerability Assessment	2	\$320.00	8	\$1,080.00	2	\$380.00	\$1,780.00
4	Drought Mitigation and Response Strategies	5	\$800.00	18	\$2,430.00	5	\$950.00	\$4,180.00
5	Drought Stages, Trigger Points and Response Targets	20	\$3,200.00	40	\$5,400.00	5	\$950.00	\$9,550.00
6	Staged Drought Response Program	12	\$1,920.00	20	\$2,700.00	2	\$380.00	\$5,000.00
7	Implementation and Monitoring	12	\$1,920.00	22	\$2,970.00	3	\$570.00	\$5,460.00
8	Plan Review and Updates and Suggested Appendices	6	\$960.00	20	\$2,700.00	4	\$760.00	\$4,420.00
	General Project Expenses	-	\$1,368.05	-	-	-	-	\$1,368.05
Total		78	\$13,848.05	187	\$25,245.00	30	\$5,700.00	\$44,793.05

Exhibit B

Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

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

Consultant has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participating in the basic pilot program as defined in C.R.S. Section 8-17.5-101(1) ("Program") and, if Consultant is not accepted into the Program prior to entering into this contract, that the Consultant shall apply to participate in the Program every three months until the Consultant is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the Program is discontinued. Consultant is prohibited from using the Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

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

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

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

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

**Consultant's Pre-Contract Certification
Regarding Employing Illegal Aliens**

The proposer of public services to the Town of Firestone identified below (hereafter "the Proposer"), hereby certifies as follows:

That at the time of providing this certification, Proposer does not knowingly employ or contract with an illegal alien; and that Proposer has participated in or attempted to participate in the Basic Pilot Program administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

Dated this 12th day of DEC, 20 18.

PROPOSER:
CLEAR WATER SOLUTIONS, INC.

By: 
Steve Nguyen, President

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e.

Consent Agenda

Meeting Date: December 19, 2018

Initiated By: Dave Lindsay

Dept: Public Works/ Parks & Rec

AGENDA TITLE

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

SUMMARY

The McClure Avenue Widening project has been under construction for four months and is now complete.

Change Order No. 4 is being processed to properly reflect the work completed by the contractor and replicate the as-built condition as well as the adjust final contract times.

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

Staff presents Change Order No. 4 and Payment Application No. 4 (FINAL PAYMENT) 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.

The Board of Trustees approved Change Order No. 3 at the regular meeting on November 14, 2018.

RECOMMENDATION

Staff recommends the Board of Trustees approve Change Order No. 4 to the contract with Defalco Construction Company in the amount of \$ 16,812.05 and authorize the Mayor to execute the change order on behalf of the Town.

Staff recommends the Board of Trustees approve Payment Application No. 4 (Final Payment) for Defalco Construction Company in the amount of \$303,519.95 and authorize the Mayor to execute the pay app on behalf of the Town.

ALTERNATIVES

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

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

ATTACHMENTS

1. 0668.0188.04 Memo (PA No. 4-FINAL PAYMENT)2018.12.10
2. CHANGE ORDER NO 4
3. Pay App No.4

FINANCIAL CONSIDERATIONS

This payment is for \$303,519.95 and brings the total payments for the project to \$872,660.00.

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 \$303,519.95 should be processed from the 2013 1% Sales Tax Initiative.



TO: Ms. Julie Pasillas, Director of Community Resources

FROM: Dave Lindsay, Colorado Civil Group, Inc., Town Engineer ^{DL}
Lindsey Green, Colorado Civil Group, Inc., Town Engineer ^{LG}

DATE: December 10, 2018

SUBJECT: McClure Avenue Widening Project Change Order No. 4
and Pay App No. 4 (FINAL PAYMENT)

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. 4 and Payment Application No. 4 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, Change Order No. 2 was approved at the Town Board Meeting on October 24, 2018 and Change Order No. 3 was approved at the Town Board Meeting on November 14, 2108. The project has been under construction for four months and is now 100% complete.

Change Order No. 4

Item No. 1 – Original Bid Items:

This portion of the Change Order contains the quantity adjustments for the entire project to properly reflect the work completed by the contractor and mimic the asbuilt condition. This resulted in a \$ 7,271.46 credit to the overall project.

Item No. 2 – Additional Work:

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

- The concrete cross pans at the First Street and Johnson Avenue intersections were poured with high early additive in order to minimize the closure time of the intersections. (\$ 833.00)
- Additional material was required in order to obtain a stable subgrade and properly prepare it for the asphalt pavement surface. (\$ 15,820.00)
- Isolated areas of the project required concrete flatwork in order to properly tie back the new improvements to the existing improvements. (\$ 4,733.00)
- Additional skip striping was added at the Johnson Avenue and First Street intersections in order to properly guide traffic through the lane shifts. Striping along Colorado Blvd was also

readjusted in order to minimize the abrupt lane transitions at the McClure Avenue and Majestic Street approaches. (\$ 2,697.50)

These additional items resulted in a net change of \$ 24,083.50 to the project

The net change to the overall contract is a **\$ 16,812.05** increase. This will be the FINAL Change Order for the Project.

Item No. 3 – Change in Contract Time:

This portion of the Change Order reflects the additional time granted in order to complete the project.

- Change in Substantial completion = November 30, 2018
- Change in Ready for final payment = December 7, 2018

Payment Application No. 4

The project is 100% complete based on the original project scope. Payment Application No. 4, included with this memorandum, has a total payment due of **\$303,519.95**. 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 **\$303,519.95** should be paid from the 2013 1% Sales Tax Initiative.

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

DESCRIPTION	2018 BUDGET	CONTRACT AMOUNT	ACTUAL COST	BUDGET to ACTUAL DIFFERENCE
McClure Avenue Widening Construction	\$969,602.00	\$769,696.23	\$775,067.83	\$194,534.17
Waterline Construction	\$0.00	\$102,963.77	\$97,592.17	(\$97,592.17)
Materials Testing	\$14,544.00	\$14,960.00	\$18,370.00	(\$3,826.00)
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	\$1,030,576.20	\$929,434.00	\$122,584.00

Please include a check of **\$303,519.95** to Defalco Construction Company in the next check run for the December 19, 2018 Town Board meeting. If you have any questions regarding this memo, the budget, or the project in general, please do not hesitate to contact me.

SECTION 00941
CHANGE ORDER

No. 4

Date of Issuance: 12/3/18

Effective Date: 12/3/18

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>3</u> :	Increase or Decrease from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :
\$ 41,196.33	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:
\$ 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>
Increase of this Change Order:	Increase of this Change Order:
\$ 16,812.05	Substantial completion (days or date): <u>November 30 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:
\$ 872,660.00	Substantial completion (days or date): <u>November 30, 2018</u>
	Ready for final payment (days or date): <u>December 7, 2018</u>

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 12-4-18

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

DESCRIPTION:

Item No. 1 – NET CHANGE = (\$ 7,271.46)

Quantities are being adjusted to properly reflect the work completed by the contractor and replicate the asbuilt condition.

Revised Item 1. ASPHALT/CONCRETE SAW-CUT

Adjusted Quantity = 1,990 LF (Increase 136 LF)

Unit Price = \$ 3.67

Net Change = \$ 499.12

Revised Item 2. ASPHALT REMOVAL

Adjusted Quantity = 10,895.2 SY (Increase 2,285.2 SY)

Unit Price = \$ 2.60

Net Change = \$ 5,941.52

Revised Item 3. CONCRETE REMOVAL

Adjusted Quantity = 15,036 SF (Increase 1,168 SF)

Unit Price = \$ 1.26

Net Change = \$ 1,471.68

Revised Item 6. REMOVE EX TREE

Adjusted Quantity = 0 EA (Decrease 1 EA)

Unit Price = \$ 1,156.22

Net Change = (\$ 1,156.22)

Revised Item 7. REMOVE EX MANHOLE

Adjusted Quantity = 2 LS (Increase 1 LS)

Unit Price = \$ 1,486.87

Net Change = \$ 1,486.84

Revised Item 9. EXISTING 24" RCP REMOVAL

Adjusted Quantity = 96 LF (Decrease 304 LF)

Unit Price = \$ 30.71

Net Change = (\$ 9,335.84)

Revised Item 12. SILT FENCE

Adjusted Quantity = 0 LF (Decrease 1,500 LF)

Unit Price = \$ 2.25

Net Change = (\$ 3,375.00)

Revised Item 13. VEHICLE TRACKING CONTROL PAD

Adjusted Quantity = 0 EA (Decrease 1 EA)

Unit Price = \$ 2,429.18

Net Change = (\$ 2,429.18)

Revised Item 19. RESEED AND MULCH

Adjusted Quantity = 0.55 AC (Increase 0.25 AC)

Unit Price = \$ 5,300.00

Net Change = \$ 1,325.00

Revised Item 21. TRICKLE CHANNEL
Adjusted Quantity = 14 LF (Decrease 3 LF)
Unit Price = \$ 48.14
Net Change = (\$ 144.42)

Revised Item 22. 24" RCP
Adjusted Quantity = 408 LF (Increase 4 LF)
Unit Price = \$ 87.54
Net Change = \$ 350.16

Revised Item 25. ADJUST STORM MANHOLE LIDS
Adjusted Quantity = 6 EA (Increase 3 EA)
Unit Price = \$ 638.68
Net Change = \$ 1,916.04

Revised Item 26. ADJUST VALVE BOX
Adjusted Quantity = 14 EA (Increase 5 EA)
Unit Price = \$ 362.24
Net Change = \$ 1,811.20

Revised Item 27. ADJUST SANITARY SEWER MANHOLES
Adjusted Quantity = 11 EA (Decrease 1 EA)
Unit Price = \$ 517.75
Net Change = (\$ 517.75)

Revised Item 29. SUBGRADE PREPARATION – SOIL STERILIZATION
Adjusted Quantity = 10,895.2 SY (Increase 100.2 SY)
Unit Price = \$ 4.73
Net Change = \$ 473.95

Revised Item 30. VERTICAL CURB & GUTTER
Adjusted Quantity = 1,605 LF (Decrease 30 LF)
Unit Price = \$ 25.41
Net Change = (\$ 762.30)

Revised Item 31. TRANSITION CURB & GUTTER
Adjusted Quantity = 42.6 LF (Decrease 33.4 LF)
Unit Price = \$ 26.73
Net Change = (\$ 892.78)

Revised Item 32. ROLL OVER CURB, GUTTER & SIDEWALK
Adjusted Quantity = 11,484.5 LF (Decrease 95.5 LF)
Unit Price = \$ 43.48
Net Change = (\$ 4,152.34)

Revised Item 34. DRIVEWAY CUTS & ACCESS CUTS
Adjusted Quantity = 212.3 LF (Increase 39.3 LF)
Unit Price = \$ 26.58
Net Change = \$ 1,044.59

Revised Item 37. ASPHALT PAVEMENT – 5" FULL DEPTH
Adjusted Quantity = 54,475.9 SYI (Increase 500.9 SYI)
Unit Price = \$ 3.71
Net Change = \$ 1,858.34

Revised Item 38. 4" SOLID DOUBLE YELLOW CENTER STRIPE

Adjusted Quantity = 2,484 LF (Increase 1,084 LF)

Unit Price = \$ 2.65

Net Change = \$ 2,872.60

Revised Item 39. 4" SOLID WHITE EDGE STRIPE

Adjusted Quantity = 1,046 LF (Decrease 49 LF)

Unit Price = \$ 1.33

Net Change = (\$ 65.17)

Revised Item 44. STOP SIGN (R101, 30"X30")

Adjusted Quantity = 10 EA (Decrease 1 EA)

Unit Price = \$ 218.92

Net Change = (\$ 218.92)

Revised Item 48. NO PARKING (R7-1D, 12"X18")

Adjusted Quantity = 4 EA (Increase 1 EA)

Unit Price = \$ 178.07

Net Change = \$ 178.07

Revised Item 49. 8" PVC WATER LINE

Adjusted Quantity = 628 LF (Decrease 72 LF)

Unit Price = \$ 47.78

Net Change = (\$ 3,440.16)

Revised Item 56. 8" MRJ 90° BEND W/TB

Adjusted Quantity = 0 EA (Decrease 2 EA)

Unit Price = \$ 513.79

Net Change = (\$ 1,027.58)

Revised Item 59. ROMAC MACRO HP COUPLING – CONNECT TO 8" ACP WATER LINE

Adjusted Quantity = 0 EA (Decrease 2 EA)

Unit Price = \$ 491.45

Net Change = (\$ 982.90)

Item No. 2 – ADDITIONAL WORK - NET CHANGE = \$ 24,083.50

The concrete cross pans at the First Street and Johnson Avenue intersections were poured with high early additive in order to minimize the closure time of the intersections.

Additional material was required in order to obtain a stable subgrade and properly prepare it for the asphalt pavement surface.

Isolated areas of the project required concrete flatwork in order to properly tie back the new improvements to the existing improvements.

Additional skip striping was added at the Johnson Avenue and First Street intersections in order to properly guide traffic through the lane shifts. Striping along Colorado Blvd was also readjusted in order to minimize the abrupt lane transitions at the McClure Avenue and Majestic Street approaches.

New Item 75. HIGH EARLY CONCRETE

Quantity = 2

Unit = EA

Unit Price = \$ 416.50

Net Change = \$ 833.00

New Item 76. COBBLE MATERIAL

Quantity = 560

Unit = CY

Unit Price = \$ 28.25

Net Change = \$ 15,820.00

New Item 77. CONCRETE FLATWORK

Quantity = 473.3

Unit = SF

Unit Price = \$ 10.00

Net Change = \$ 4,733.00

New Item 78. DOUBLE YELLOW SKIP STRIPE

Quantity = 167

Unit = LF

Unit Price = \$ 2.65

Net Change = \$ 442.55

New Item 79. 8" SOLID WHITE LANE STRIPE

Quantity = 52

Unit = LF

Unit Price = \$ 2.66

Net Change = \$ 138.32

New Item 80. COLORADO BLVD STRIPING REMOVAL & REPLACEMENT

Quantity = 1

Unit = LS

Unit Price = \$ 2,116.63

Net Change = \$ 2,116.63

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 4
October 29, 2018 TO November 30, 2018

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

		BID	BID	QUANTITY COMPLETED		UNIT BID	AMOUNT COMPLETED	
ITEM	DESCRIPTION	UNIT	QUANTITY	TO DATE	THIS PERIOD	PRICE	TO DATE	THIS PERIOD
MCCLURE AVENUE WIDENING PROJECT								
REMOVAL & REPLACEMENT								
1	ASPHALT/CONCRETE SAW-CUT (CO#1)(CO#2)(CO#3)(CO#4)	LF	1990.00	1990.00	136.00	\$3.67	7,303.30	499.12
2	ASPHALT REMOVAL (CO#4)	SY	10895.20	10895.20	2785.20	\$2.60	28,327.52	7,241.52
3	CONCRETE REMOVAL (CO#2) (CO#4)	SF	15036.00	15036.00	1168.00	\$1.26	18,945.36	1,471.68
4	REMOVE EX SIGN AND POST	EA	10.00	10.00	2.00	\$78.63	786.30	157.26
5	LANDSCAPE REMOVAL	SF	2810.00	2810.00	810.00	\$0.46	1,292.60	372.60
6	REMOVE EX TREE (CO#4)	EA	0.00	0.00	0.00	\$1,156.22	0.00	0.00
7	REMOVE EX MANHOLE (CO#4)	LS	2.00	2.00	0.00	\$1,486.84	2,973.68	0.00
8	EXISTING 18" RCP REMOVAL	LF	23.00	23.00	0.00	\$27.58	634.34	0.00
9	EXISTING 24" RCP REMOVAL (CO#4)	LF	96.00	96.00	0.00	\$30.71	2,948.16	0.00
10	REMOVE GUARDRAIL	LF	41.00	41.00	0.00	\$9.62	394.42	0.00
EROSION CONTROL & EARTHWORK								
11	STRAW WATTLES (CO#1)	EA	4.00	4.00	0.00	\$158.92	635.68	0.00
12	SILT FENCE (CO#4)	LF	0.00	0.00	0.00	\$2.25	0.00	0.00
13	VEHICLE TRACKING CONTROL PAD (CO#4)	EA	0.00	0.00	0.00	\$2,429.18	0.00	0.00
14	CONCRETE WASHOUT AREA	EA	1.00	1.00	0.00	\$653.57	653.57	0.00
15	STRIP TOPSOIL (4" DEPTH)	CY	600.00	600.00	430.00	\$10.08	6,048.00	4,334.40
16	CUT	CY	630.00	630.00	0.00	\$9.21	5,802.30	0.00
17	FILL	CY	775.00	775.00	0.00	\$10.26	7,951.50	0.00
18	TOPSOIL REPLACEMENT (4" DEPTH)	CY	145.00	145.00	145.00	\$31.55	4,574.75	4,574.75
19	RESEED AND MULCH (CO#4)	AC	0.55	0.55	0.55	\$5,300.00	2,915.00	2,915.00
UTILITIES								
20	SIDEWALK CHASE	EA	1.00	1.00	1.00	\$2,215.74	2,215.74	2,215.74
21	TRICKLE CHANNEL (CO#4)	LF	14.00	14.00	14.00	\$48.14	673.96	673.96
22	24" RCP (CO#2)(CO#4)	LF	408.00	408.00	0.00	\$87.54	35,716.32	0.00
23	18" FES	EA	1.00	1.00	0.00	\$1,047.37	1,047.37	0.00
24	4' FLAT TOP MANHOLE (CO#2)	EA	3.00	3.00	0.00	\$2,933.40	8,800.20	0.00
25	ADJUST STORM MANHOLE LIDS	EA	6.00	6.00	6.00	\$638.68	3,832.08	3,832.08
26	ADJUST VALVE BOX	EA	14.00	14.00	10.00	\$362.24	5,071.36	3,622.40
27	ADJUST SANITARY SEWER MANHOLE LIDS	EA	11.00	11.00	10.00	\$517.75	5,695.25	5,177.50
28	CONNECT TO EXISTING INLETS	EA	3.00	3.00	0.00	\$1,690.24	5,070.72	0.00
ROADWAY CONSTRUCTION								
29	SUBGRADE PREPARATION- SOIL STERILIZATION (CO#4)	SY	10895.20	10895.20	5395.20	\$4.73	51,534.30	25,519.30
30	VERTICAL CURB & GUTTER (CO#4)	LF	1605.00	1605.00	114.00	\$25.41	40,783.05	2,896.74
31	TRANSITION CURB & GUTTER (CO#4)	LF	42.60	42.60	-33.40	\$26.73	1,138.70	-892.78
32	ROLL OVER CURB, GUTTER & SIDEWALK (CO#4)	LF	1484.50	1484.50	426.50	\$43.48	64,546.06	18,544.22
33	MATCH EX CURB, GUTTER & SIDEWALK (CO#4)	LF	1170.00	1170.00	-153.00	\$44.28	51,807.60	-6,774.84
34	DRIVEWAY CUTS & ACCESS CUTS (CO#3)(CO#4)	LF	212.30	212.30	39.30	\$26.58	5,642.93	1,044.59
35	CROSS PAN	EA	8.00	8.00	2.00	\$1,852.98	14,823.84	3,705.96
36	CURB RETURNS WITH HANDICAP RAMP	EA	15.00	15.00	2.00	\$2,125.99	31,889.85	4,251.98
37	ASPHALT PAVEMENT - 5" FULL DEPTH (CO#4)	SYI	54475.90	54475.90	33317.90	\$3.71	202,105.59	123,609.41

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 4
October 29, 2018 TO November 30, 2018

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

		BID	BID	QUANTITY COMPLETED		UNIT BID	AMOUNT COMPLETED	
ITEM	DESCRIPTION	UNIT	QUANTITY	TO DATE	THIS PERIOD	PRICE	TO DATE	THIS PERIOD
STRIPING & SIGNAGE								
38	4" SOLID DOUBLE YELLOW CENTER STRIPE (CO#4)	LF	2484.00	2484.00	2484.00	\$2.65	6,582.60	6,582.60
39	4" SOLID WHITE EDGE STRIPE (CO#4)	LF	1046.00	1046.00	1046.00	\$1.33	1,391.18	1,391.18
40	STOP BAR THERMOPLASTIC SYMBOL	EA	6.00	6.00	6.00	\$477.00	2,862.00	2,862.00
41	RIGHT TURN ARROW THERMOPLASTIC SYMBOL	EA	1.00	1.00	1.00	\$397.50	397.50	397.50
42	LEFT TURN ARROW THERMOPLASTIC SYMBOL	EA	1.00	1.00	1.00	\$397.50	397.50	397.50
43	CROSSWALK THERMOPLASTIC SYMBOLS	EA	2.00	2.00	2.00	\$2,120.00	4,240.00	4,240.00
44	STOP SIGN (R101, 30"X30") (CO#4)	EA	10.00	10.00	10.00	\$218.92	2,189.20	2,189.20
45	ALL WAY (R1-3P, 18"X6")	EA	6.00	6.00	6.00	\$167.86	1,007.16	1,007.16
46	NO PARKING WITH LEFT ARROW (R7-1L, 12"X18")	EA	4.00	4.00	4.00	\$178.07	712.28	712.28
47	NO PARKING WITH RIGHT ARROW (R7-1R, 12"X18")	EA	4.00	4.00	4.00	\$178.07	712.28	712.28
48	NO PARKING (R7-1D, 12"X18") (CO#4)	EA	4.00	4.00	4.00	\$178.07	712.28	712.28
WATER LINE SYSTEM IMPROVEMENTS								
49	8" PVC WATER LINE (CO#4)	LF	628.00	628.00	0.00	\$47.78	30,005.84	0.00
50	10" PVC WATER LINE (CO#1)	LF	48.00	48.00	0.00	\$141.26	6,780.48	0.00
51	10" x 8" MRJ REDUCER	EA	1.00	1.00	0.00	\$542.51	542.51	0.00
52	8" MRJ PLUG ASSEMBLY W/2" BLOWOFF	EA	2.00	2.00	0.00	\$2,328.66	4,657.32	0.00
53	8" X 8" MRJ TEE W/TB	EA	3.00	3.00	0.00	\$692.50	2,077.50	0.00
54	8" MRJ 22.5° BEND W/TB (CO#1)	EA	3.00	3.00	0.00	\$367.63	1,102.89	0.00
55	8" MRJ 45° BEND W/TB	EA	2.00	2.00	0.00	\$481.88	963.76	0.00
56	8" MRJ 90° BEND W/TB (CO#4)	EA	0.00	0.00	0.00	\$513.79	0.00	0.00
57	10" MRJ 45° BEND W/TB	EA	2.00	2.00	0.00	\$548.90	1,097.80	0.00
58	10" MRJ SOLID SLEEVE	EA	1.00	1.00	0.00	\$574.42	574.42	0.00
59	ROMAC MACRO HP COUPLING - CONNECT TO 8" ACP WATER LINE (CO#4)	EA	0.00	0.00	0.00	\$491.45	0.00	0.00
60	8" MRJ GTV & BOX	EA	4.00	4.00	0.00	\$1,589.24	6,356.96	0.00
61	FIRE HYDRANT ASSEMBLY	EA	2.00	2.00	0.00	\$7,123.51	14,247.02	0.00
62	CONNECT TO EXISTING 10" WATER LINE	EA	1.00	1.00	0.00	\$5,405.21	5,405.21	0.00
63	CONNECT TO EXISTING 8" WATER LINE	EA	2.00	2.00	0.00	\$4,822.55	9,645.10	0.00
64	CONNECT EXISTING WATER SERVICES	EA	5.00	5.00	0.00	\$1,060.92	5,304.60	0.00
65	EXISTING VALVE BOX TO BE REMOVED	EA	6.00	6.00	0.00	\$350.61	2,103.66	0.00
66	EXISTING FIRE HYDRANT TO BE REMOVED	EA	2.00	2.00	0.00	\$1,128.43	2,256.86	0.00
67	FLASH FILL ABANDONED WATER LINES (CO#2)	CY	14.00	14.00	0.00	\$401.62	5,622.68	0.00

October 29, 2018 TO November 30, 2018

CONTRACT : MCCLURE AVENUE WIDENING PROJECT

ITEM	DESCRIPTION	BID UNIT	BID QUANTITY	QUANTITY COMPLETED TO DATE	THIS PERIOD	UNIT BID PRICE	AMOUNT COMPLETED	
							TO DATE	THIS PERIOD
MISCELLANEOUS								
68	TRAFFIC CONTROL	LS	1.00	1.00	0.25	\$52,961.99	52,961.99	13,240.50
69	MOBILIZATION (5%)	LS	1.00	1.00	0.25	\$25,123.59	25,123.59	6,280.90
CHANGE ORDER NO. 1								
70	8" MRJ 11 1/4° BEND W/TB (CO#2)	EA	2.00	2.00	0.00	\$375.00	750.00	0.00
CHANGE ORDER NO. 2								
71	UNSUITABLE SUBGRADE & RECYCLED CONCRETE ROAD BASE (CO#3)	TONS	921.27	921.27	0.00	\$25.10	23,123.88	0.00
72	8" x 6" REDUCER	EA	1.00	1.00	0.00	\$250.00	250.00	0.00
73	EPOXY COATED TRUNCATED DOMES	EA	15.00	15.00	2.00	\$66.67	1,000.05	133.34
CHANGE ORDER NO. 3								
74	NEW STORMWATER MANHOLE TOP	EA	1.00	1.00	0.00	\$837.00	837.00	0.00
CHANGE ORDER NO. 4								
75	HIGH EARLY CONCRETE	EA	2.00	2.00	2.00	\$416.50	833.00	833.00
76	COBBLE MATERIAL	CY	560.00	560.00	560.00	\$28.25	15,820.00	15,820.00
77	CONCRETE FLATWORK	SF	473.30	473.30	473.30	\$10.00	4,733.00	4,733.00
78	DOUBLE YELLOW SKIP STRIPE	LF	167.00	167.00	167.00	\$2.65	442.55	442.55
79	8" SOLID WHITE LANE STRIPE	LF	52.00	52.00	52.00	\$2.66	138.32	138.32
80	COLORADO BLVD STRIPING REMOVAL & REPLACEMENT	LS	1.00	1.00	1.00	\$2,116.63	2,116.63	2,116.63

273,934.80

STORED MATERIALS

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

ORIGINAL CONTRACT AMOUNT =	814651.62
APPROVED CHANGE ORDERS TO DATE =	58008.38
CURRENT CONTRACT AMOUNT =	872660.00
TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE =	872660.00
RETAINAGE (5%) =	
TOTAL EARNED LESS RETAINAGE =	872660.00
LIQUIDATED DAMAGES WITHHELD =	\$-
TOTAL EARNED LESS LIQUIDATED DAMAGES =	
PREVIOUS PAYMENTS =	569140.05
CURRENT PAYMENT DUE =	303519.95

303519.95

PERCENTAGE OF JOB COMPLETE=

1.00

SUBMITTED BY: _____
(CONTRACTOR)

DATE : _____

REVIEWED BY: [Signature]
(ENGINEER)

DATE: 12.10.18

APROVED BY: _____
(OWNER)

DATE : _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.f.

Consent Agenda

Meeting Date: December 19, 2018

Initiated By: Dave Lindsay

Dept: Police

AGENDA TITLE

Firestone Police Station Construction Payment Application No. 6

SUMMARY

Payment Application No. 6 is for work completed between October 31, 2018 and November 30, 2018. The work during this period included installation of CMU walls, installation of concrete floor slabs on the east half of the building, installation of sub-floor conduit and plumbing, and installation of concrete walls on west side of building.

Payment Application No. 6 was reviewed by Roth Sheppard Architects (RSA) in their role as the Owner's Representative and was authorized for payment. Pay App No. 6 is presented to the Board of Trustees for final approval.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved the CMGC Contract with FCI Construction at the regular meeting on March 14, 2018.

The Board of Trustees approved the Phase 1 - Civil and Site Package GMP Amendment to the CMGC Contract with FCI Construction at the regular meeting on June 13, 2018.

The Board of Trustees approved the Phase 2 - Building and Site Package GMP Amendment to the CMGC Contract with FCI Construction at the regular meeting on August 22, 2018.

RECOMMENDATION

Staff recommends approval of Payment Application No. 5 and authorization to make payment in the amount of \$599,437.72.

ALTERNATIVES

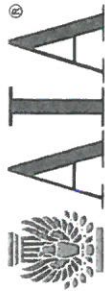
Unless there is a claim against the Contractor, payment needs to be made.

ATTACHMENTS

1. Pay App 6 (approved by RSA)
2. All-In Project Cost Tracking (2018.11.20)

FINANCIAL CONSIDERATIONS

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



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: Town of Firestone 151 Grant Ave., PO Box 100 Firestone, CO 80520	PROJECT: Firestone Police Dept & Municipal Court 2 Park Ave, Firestone, CO 80504	APPLICATION NO: 11/30/2018	Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR: FCI Constructors, Inc. - Frederick 4015 Coriolis Way Frederick, CO 80504	VIA ARCHITECT: Roth Sheppard Architects 1900 Wazee Street, Suite 100 Denver, CO 80202	CONTRACT FOR: New Construction	
		CONTRACT DATE: 3/7/2018	
		PROJECT NOS: 30-18-006	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 2,152,879.00
2. NET CHANGE BY CHANGE ORDERS	\$ 10,644,366.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 12,797,245.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 2,798,866.85

5. RETAINAGE:

- a. _____% of Completed Work
(Columns D + E on G703)
b. _____% of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 10,644,366.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 10,644,366.00	\$ 0.00

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

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

CONTRACTOR:

By: _____ Date: 11-28-18

State of: Colorado

County of: Weld

Subscribed and sworn to before me this 28th day of November, 2018.

Notary Public:

My commission expires: 9-7-19



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: 12-03-2018

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

\$ 599,437.72

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 006
APPLICATION DATE: 11/30/2018
PERIOD TO: 11/30/2018
ARCHITECT'S PROJECT NO: 11/30/2018

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01 00 00	Preconstruction Services	29,143.00	29,143.00	0.00	0.00	0.00	29,143.00	0.00	1,457.15
01 10 00	General Conditions	770,035.00	228,304.60	72,308.40	0.00	0.00	300,613.00	469,422.00	15,030.65
02 21 13	Surveying	35,522.00	35,522.00	0.00	0.00	0.00	35,522.00	0.00	1,776.10
02 41 09	Misc. Sitework	10,000.00	9,803.28	0.00	0.00	0.00	9,803.28	196.72	490.16
03 00 01	Concrete - J Built	665,253.81	375,869.81	132,772.19	0.00	0.00	508,642.00	156,611.81	25,432.10
03 35 43	Concrete Polishing - CFS	59,840.00	0.00	0.00	0.00	0.00	0.00	59,840.00	0.00
03 35 44	Misc. Concrete	72,128.00	18,172.54	12,776.21	0.00	0.00	30,948.75	41,179.25	1,547.44
04 00 01	Masonry - Big Horn	461,628.00	61,000.00	160,000.00	0.00	0.00	221,000.00	240,628.00	11,050.00
04 00 02	Misc. Masonry	39,480.00	0.00	3,621.00	0.00	0.00	3,621.00	35,859.00	181.05
05 00 01	Structural Steel - Barton	720,295.00	20,795.09	19,428.91	0.00	0.00	40,224.00	680,071.00	2,011.20
05 00 02	Misc. Steel	48,911.00	0.00	0.00	0.00	0.00	0.00	48,911.00	0.00
06 40 01	Architectural Woodwork - Foothills	180,817.00	0.00	0.00	0.00	0.00	0.00	180,817.00	0.00
06 41 10	Laboratory Casework - MGC	80,067.00	0.00	0.00	0.00	0.00	0.00	80,067.00	0.00
06 41 11	Carpentry	61,797.00	0.00	0.00	0.00	0.00	0.00	61,797.00	0.00
07 00 01	Roofing - Flynn	641,298.00	0.00	0.00	0.00	0.00	0.00	641,298.00	0.00
07 21 29	Sprayed Insulation - RMIC	56,040.00	0.00	0.00	0.00	0.00	0.00	56,040.00	0.00
07 25 01	Weather Barriers - Alpha	37,652.00	0.00	0.00	0.00	0.00	0.00	37,652.00	0.00
07 42 01	Exterior Finish Assemblies - AJI	309,210.00	0.00	0.00	0.00	0.00	0.00	309,210.00	0.00
07 42 02	Misc. Division 7	106,079.00	12,646.81	1,952.40	0.00	0.00	14,599.21	91,479.79	729.96
08 10 01	Hollow Metal Doors, Frames, and Hardware	171,070.00	0.00	0.00	0.00	0.00	0.00	171,070.00	0.00
08 10 03	Install Doors and Hardware - Jaco Do	31,000.00	0.00	0.00	0.00	0.00	0.00	31,000.00	0.00
08 36 19	Overhead Doors - Front Range	9,700.00	0.00	0.00	0.00	0.00	0.00	9,700.00	0.00
08 43 13	Aluminum Storefront - Colorado Wind	256,047.00	4,288.89	0.00	0.00	0.00	4,288.89	251,758.11	214.44
GRAND TOTAL			4,288.89	0.00	0.00	0.00	4,288.89	251,758.11	214.44

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Continuation Sheet

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In tabulations below, amounts are in US dollars.

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

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

2

3

006

11/30/2018

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
08 45 01	Translucent Systems - Duo-gard	65,848.00	0.00	3,614.00	0.00	3,614.00	62,234.00	180.70
08 45 02	Misc. Division 8	81,238.00	0.00	0.00	0.00	0.00	81,238.00	0.00
09 21 01	Metal Studs and Drywall - Phase 2	834,016.00	0.00	0.00	0.00	0.00	834,016.00	0.00
09 51 01	Acoustical Ceilings - Innovative Interic	358,025.00	0.00	0.00	0.00	0.00	358,025.00	0.00
09 60 02	Flooring -	130,959.00	0.00	0.00	0.00	0.00	130,959.00	0.00
09 90 01	Painting - Maximum	127,838.00	0.00	0.00	0.00	0.00	127,838.00	0.00
09 90 02	Misc. Division 9	84,606.00	0.00	0.00	0.00	0.00	84,606.00	0.00
10 14 01	Signage - Image 360	20,014.50	0.00	0.00	0.00	0.00	20,014.50	0.00
10 21 13	Specialties - Specialties Contracting	47,948.00	0.00	0.00	0.00	0.00	47,948.00	0.00
10 55 27	Lockers and High Density Shelving - I	186,939.00	0.00	0.00	0.00	0.00	186,939.00	0.00
10 75 01	Flagpoles - Custom Flagpoles	19,820.00	0.00	0.00	0.00	0.00	19,820.00	0.00
10 75 02	Misc. Division 10	10,057.50	0.00	0.00	0.00	0.00	10,057.50	0.00
11 98 01	Detention Equipment - CML	88,685.00	0.00	0.00	0.00	0.00	88,685.00	400.00
11 98 02	Misc. Division 11	34,183.00	0.00	0.00	0.00	0.00	34,183.00	0.00
12 20 01	Window Treatments - Gotcha Covere	30,227.00	0.00	0.00	0.00	0.00	30,227.00	0.00
20 10 02	Misc. Fire Protection	5,652.00	0.00	0.00	0.00	0.00	5,652.00	0.00
21 10 01	Fire Suppression - American Sprinkle	94,400.00	0.00	0.00	0.00	0.00	94,400.00	0.00
23 00 01	Mechanical - MPI	1,612,351.00	80,500.00	75,500.00	0.00	156,000.00	1,456,351.00	7,800.00
23 00 90	BIM Coordination	20,000.00	11,868.00	5,372.00	0.00	17,240.00	2,760.00	862.00
23 00 91	Misc. Division 23	19,133.00	0.00	0.00	0.00	0.00	19,133.00	0.00
26 00 01	Electrical - Montgomery	1,091,414.00	125,892.00	63,553.00	0.00	189,445.00	901,969.00	9,472.25
26 00 02	Misc. Division 26	22,839.00	14,854.53	0.00	0.00	14,854.53	7,984.47	742.73
27 10 01	Data/Telecom - Lynx	77,989.00	0.00	0.00	0.00	0.00	77,989.00	0.00
	GRAND TOTAL							

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APPLICATION NO: 3 3

APPLICATION DATE: 006

PERIOD TO: 11/30/2018

ARCHITECT'S PROJECT NO: 11/30/2018

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
27 40 01	Intercom/AV System - AVI SPL	113,786.00	0.00		0.00	0.00	0.00	113,786.00	0.00
27 40 02	Misc. Division 27	11,050.00	0.00		0.00	0.00	0.00	11,050.00	0.00
28 10 02	Security - Beacon	173,534.00	0.00		0.00	0.00	0.00	173,534.00	0.00
28 46 05	Misc. Division 28	6,125.00	0.00		0.00	0.00	0.00	6,125.00	0.00
28 47 01	Public Safety Radio System - Hixxa	16,800.00	0.00		0.00	0.00	0.00	16,800.00	0.00
31 20 00	Earthwork / Utilities / Erosion Control	613,275.53	546,828.26		52,782.99	0.00	599,611.25	13,664.28	29,980.56
31 25 00	Division 31 - FCI	70,550.03	64,118.46		0.00	0.00	64,118.46	6,431.57	3,205.92
32 12 16	Asphalt Paving - Asphalt Specialties	382,983.00	101,342.28		0.00	0.00	101,342.28	281,640.72	5,067.11
32 17 23	Pavement Markings & Signs - SUS	25,189.00	0.00		0.00	0.00	0.00	25,189.00	0.00
32 31 01	Fencing - Steelock	213,265.00	0.00		0.00	0.00	0.00	213,265.00	0.00
32 90 01	Landscaping and Irrigation - Alpine	280,643.00	8,143.00		0.00	0.00	8,143.00	272,500.00	407.15
32 90 02	Division 32 - FCI	34,237.00	9,661.55		340.80	0.00	10,002.35	24,234.65	500.12
33 71 16	Light pole Foundations - The Caisson	24,951.00	24,459.53		0.00	0.00	24,459.53	491.47	1,222.98
33 71 17	Misc. Division 33	5,249.00	4,143.00		0.00	0.00	4,143.00	1,106.00	207.15
90 10 01	Builders Risk Insurance	5,504.28	1,198.00		564.00	0.00	1,762.00	3,742.28	88.10
90 20 01	General Liability	89,580.72	89,580.72		0.00	0.00	89,580.72	0.00	4,479.04
90 30 01	Sub Insurance	172,534.00	162,959.04		0.00	0.00	162,959.04	9,574.96	8,147.95
90 50 01	Payment & Performance Bonds	63,557.00	63,557.00		0.00	0.00	63,557.00	0.00	3,177.85
95 10 02	Contractors Contingency	302,685.63	0.00		0.00	0.00	0.00	302,685.63	0.00
95 40 01	Bid Contingency	(98,698.00)	0.00		0.00	0.00	0.00	(98,698.00)	0.00
99 10 01	Fee	373,249.00	63,228.38		18,401.18	0.00	81,629.56	291,619.44	4,081.48
	GRAND TOTAL	12,797,245.00	2,167,879.77		630,987.08	0.00	2,798,866.85	9,998,378.15	139,943.34

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FIRESTONE POLICE STATION ALL-IN BUDGET CURRENT COST

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

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

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.a.

Discussion/Action

Meeting Date: December 19, 2018

Initiated By: System Admin

Dept: Community Resources

AGENDA TITLE

Night to Shine (Sponsored by Tim Tebow Foundation) - Matt Cote, Rocky Mountain Christian Church Pastor Donation Request

SUMMARY

On February 8th, 2019, Rocky Mountain Christian Church will host Night to Shine, sponsored by Tim Tebow Foundation.

Night to Shine is a Prom Night experience for people with Special Needs.

HISTORY AND PREVIOUS BOARD ACTION

The Town of Firestone did not donation, nor was a letter requesting this donation, received for 2018.

RECOMMENDATION

This is at the Board's discrepancy

ALTERNATIVES

Provide Staff Additional Direction

ATTACHMENTS

1. 6e - Donation Request for Night to Shine

FINANCIAL CONSIDERATIONS

The Board has \$13,000.00 total for donations for 2019.

Dear Mayor Bobbi Sindelar

I am writing to invite you to be involved in a unique opportunity to be part of a worldwide movement while impacting your community and some of its most deserving residents at the same time!

On February 8, 2019, Rocky Mountain Christian Church will host Night to Shine, sponsored by the Tim Tebow Foundation. Night to Shine is an unforgettable prom night experience, centered on God's love, for people with special needs. On this 5th anniversary year, the event is expected to serve more than 100,000 people with special needs through 200,000 volunteers and 700 host churches in all 50 states and 20 countries around the world.

Every guest of Night to Shine enters this complimentary event on a red carpet complete with a warm welcome from a friendly crowd and paparazzi. Once inside, guests receive the royal treatment, including limousine rides, professional photography, hair and makeup stations, corsages and boutonnieres, shoe shines, a catered dinner, karaoke room, a Respite Room for parents and caretakers, and, of course, a dance floor... all leading up to the moment when each guest is crowned a king or queen of the prom.

As you can imagine, we want our Night to Shine to be the best prom in the world, so we are contacting you in hopes that Firestone will consider helping us make that possible by becoming one of our sponsors. **We certainly appreciate any donations you can offer, as they will go directly towards making this night truly memorable for the amazing community of people with special needs in our community.**

If you would like to partner with us and be part of this worldwide movement, please contact me at mattcote@rocky.church or 303.652.2211.

Thank you, in advance, for helping us celebrate and love people with special needs!

God bless,

--



MATT COTE
Frederick Campus Pastor

E mattcote@rocky.church
rocky.church | 303.652.2211

Rocky Mountain Christian Church
KNOW JESUS AND LOVE LIKE HIM

AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND CLIFTONLARSONALLEN, LLP FOR CONSULTING SERVICES

1.0 PARTIES

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and **CliftonLarsonAllen LLP**, a Minnesota Limited Liability Partnership, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- a) The Town desires to engage the Consultant for the purpose of providing consultation services as further set forth in the Consultant’s Engagement/Scope of Services letter dated December 12, 2018 (which services are hereinafter referred to as the “Services”). In the event of a conflict between the terms of this Agreements and the Consultant’s Engagement/Scope of Services letter, the terms of this Agreement shall control.
- b) The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

4.0 COMPENSATION

- a) The Town shall pay the Consultant for Services requested and rendered under this Agreement in accordance with the hourly rates set forth in Exhibit “A” attached hereto and incorporated herein by this reference; provided that, the total cost of Consultant’s Services shall not exceed a total contract amount of \$200,000.00. For services compensated at hourly rates, such rates shall not exceed the amounts mutually agreed by the Town and the Consultant as set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the Town Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- b) The Consultant shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the

previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within sixty (60) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after sixty (60) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- a) The Town designates _____, as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by _____ and such person's designees.
- b) The Consultant designates Christine Harwell, Principal, as its project manager and as the principal in charge of the Consultant's provision of the Services under this Agreement. Consultant shall not replace Ms. Harwell as its designated principal in charge unless such replacement is approved by the Firestone Town Board.

6.0 TERM

This Agreement shall be effective January 1, 2019 and shall terminate December 31, 2019 unless the Agreement is sooner terminated pursuant to Section 13, below. The parties may renew this Agreement for an additional term of twelve (12) months at the expiration of each termination date, by mutual amendment approved by the Town Board and signed by both parties. Contractor's services under this Agreement shall progress so that the Services are completed in a timely fashion consistent with the Town's requirement and timing of its needs specifically related to the services as set forth in Exhibit A. 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 the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Firestone Town Board, in its sole discretion.

7.0 INSURANCE

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

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Firestone, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Firestone, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the Town of Firestone under this contract.
- 7.1.4 Professional Liability coverage with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability, and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be

repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

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

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

AS AN INDEPENDENT CONTRACTOR, CONSULTANT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONSULTANT IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

- a) This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- b) In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this

Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town or as required by law.

16.0 ENFORCEMENT

- a) In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- b) Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County, and of no other court, in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Provisions pertaining to work by illegal aliens are set forth in Exhibit A.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the Town:

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

If to the Consultant:

CliftonLarsonAllen LLP

Attn: Christine Harwell

8390 East Crescent Parkway, Suite 150

Greenwood Village, CO 80111

Telephone: (303) 779-5710

Fax: (303) 779-0348

Email: christine.harwell@claconnect.com

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

[Signatures on following page]

In witness whereof, the parties have executed this Agreement to be effective January 1, 2019.

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

CONSULTANT:
CliftonLarsonAllen LLP,
a Minnesota Limited Liability Partnership

By: _____
Title: _____

Exhibit A – Scope of Services

[See Following Page(s)]



CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 500
Greenwood Village, CO 80111
303-779-5710 | fax 303-779-0348
CLAconnect.com

December 12, 2018

Mayor and Board of Trustees
Town of Firestone

Dear Board of Trustees:

We are pleased to serve the Town of Firestone (“you”, “your”, or “the Town”) on this consulting engagement. The purpose of this letter is to confirm the terms of CliftonLarsonAllen LLP (CLA) (“our”, “our firm”, “the firm”) agreement and to clarify the nature and extent of the services to be provided. The terms and services under this agreement will be provided for the period year ending December 31, 2019.

Christine Harwell will be the client principal responsible for these services to be provided to you. She will be assisted by Marjorie Wickham.

Our engagement will be conducted in accordance with the Statement on Standards for Consulting Services established by the American Institute of Certified Public Accountants. If for any reason, we are unable to complete the services, we will describe any restrictions on the performance of our services in writing to the Town.

Scope of consulting services

CLA will perform the services listed herein for your Town in accordance with all applicable state and federal laws, standards and regulations:

- Read the Town’s 4th quarter 2018 interim financial statements and provide commentary, observations, and recommendations to the Town’s Finance staff.
- Prepare the GASB 68 calculations and related note disclosures for the 2018 CAFR. Additionally, may assist with preparation of schedules for the Town’s annual audit.
- Be available during the year to consult and provide resource information and assistance on financial matters to the Town as requested.

Fees, time estimates, and terms

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$400
Chief Financial Officer	\$200 - \$365
Controller	\$180 - \$200
Senior	\$140 - \$160
Staff	\$ 80 - \$145
Administrative support	\$ 80 - \$100

Other fees

You also agree to compensate us for any time and expenses we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. You and your attorney will receive a copy of every subpoena or request we are asked to respond to.

Finance charges and collection expenses

You agree that if any statement is not paid within 60 days from its date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Municipal advisors

CliftonLarsonAllen Municipal Advisors ("CLAMA") is a registered municipal advisor. Municipal advisor services provided by CLAMA will be covered by a separate engagement letter.

The Town is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you.

You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Colorado, without giving effect to choice of law principles.

You agree that you will not hold CLA or any other CLA party liable for any indirect, special, incidental, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees. We also agree that it is appropriate to limit the liability of the Town, its officers, employees, and agents (each a "Town party") and that this limitation of remedies provision is governed by the laws of the state of Colorado, without giving effect to choice of law principles. We agree that we will not hold the Town or any other Town party liable for any indirect, special, incidental, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees. The parties agree that they intent by these limitation of remedies provisions to limit to actual damages any damages claims or awarded for any claim.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that any action to recover on a dispute arising out of this agreement or the services performed under this agreement, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by a party against the other party must be commenced within two years of the date of accrual thereof or the party asserting such claim shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the statute of limitations under Colorado state statutes.

Service satisfaction

To ensure that our services remain responsive to your needs, as well as fair to both parties, we will meet with you throughout the term of the agreement and, if necessary, revise or adjust the scope of the services to be provided and the fees to be charged.

Furthermore, it is understood that either party may terminate this agreement at any time, for any reason, by giving 30 days written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination. It is understood that any unpaid fees that are owed or invoices that are outstanding at the date of termination are to be paid in accordance with the terms of this agreement.

Other provisions

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the Town to any persons without the written authorization of Town management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to Regulators for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

The relationship of CLA with the Town shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

Accounting standards and procedures will be suggested and applied that are consistent with those normally utilized in a Town of your size and nature. Internal controls may be recommended relating to the safeguarding of the Town's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)

Unlawful employees, contractors, and subcontractors

CliftonLarsonAllen LLP (Contractor) shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]

Verification regarding illegal aliens

Contractor has verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7)] of the state of Colorado that Contractor does not employ any illegal aliens.

Limitation regarding E-Verify Program and the Department Program

Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

Duty to terminate a subcontractor and exceptions

If Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

- (1) Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. [CRS 8-17.5-102(2)(b)(III)(A) and (B)]

Duty to comply with state investigation

Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Damages for breach of contract

In addition to any other legal or equitable remedy the Town may be entitled to for a breach of this contract, if the Town terminates this contract, in whole or in part, due to Contractor's breach of any of these additional provisions, Contractor shall be liable for actual and consequential damages to the Town.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of the Town's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between us. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return the signed copy to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our engagement to compile your annual budget.

Sincerely,

CliftonLarsonAllen LLP



Christine Harwell, CPA
Principal
303-779-5710
christine.harwell@CLAconnect.com

Enclosures

Response:

This letter correctly sets forth the understanding of the Town of Firestone.

Authorized signature: _____

Title: _____

Date: _____

AGENDA INFORMATION MEMORANDUM 2018

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 2018 – 6.d

Consent Agenda _____

Discussion _____

Action _____ X _____

Meeting Date: December 19, 2018

Initiated By:

/s/ Jessica Clanton

Dept: Finance

AGENDA TITLE

2019 Consulting Services Contract with CliftonLarsonAllen, LLP.

SUMMARY

Attached is a proposed contract with the accounting firm of CliftonLarsonAllen, LLP (CLA), for consulting services for the twelve-month period beginning January 1, 2019. This contract will replace CLA's current agreement.

The proposed 2019 CLA agreement continues to provide that CLA will perform a review of the Town's 4th quarter 2018 interim financial statements, prepare the GASB 68 calculations and related note disclosures for the 2018 CAFR as well as be available during the year to consult and provide resource information and assistance on financial matters to the Town as requested. CLA will also review the annual accounting of revenues and expenditures and submit them to be filed with the Town Clerk by March 1st, per the Town's Municipal Code.

Under this proposed 2019 CLA agreement, CLA has also offered to continue to be a resource for the Board throughout the next twelve-months beginning January 1, 2019.

HISTORY AND PREVIOUS BOARD ACTION

As noted above.

RECOMMENDATION

Staff recommends that the Board of Trustees, if desired, adopt a motion to approve the Consulting Services Agreement with CliftonLarsonAllen LLP, for the contract period beginning January 1, 2019 and ending December 31, 2019, and authorize the Mayor to sign the agreement.

ALTERNATIVES

Provide staff with additional direction.

ATTACHMENTS

1. Consulting Services Agreement, includes Exhibit A Engagement/Scope of Services Letter

FINANCIAL CONSIDERATIONS

The proposed agreement includes a not-to-exceed cap of \$200,000 for services during the period of January 1, 2019 to December 31, 2019. The lower fees reflect the reduction on the scope of working with a number of functions being moved in-house.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.d.

Discussion/Action

Meeting Date: December 19, 2018

Initiated By: Jennifer Weinberger

Dept: Administration

AGENDA TITLE

Resolution 18-58: A RESOLUTION APPROVING A CONTRACT BETWEEN THE TOWN OF FIRESTONE AND HALCYON DESIGN LLC FOR DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, AND CONSTRUCTION ADMINISTRATION FOR THE TOWN HALL EXPANSION AND REMODEL

SUMMARY

The staff has had additional meetings with Halcyon Design LLC for the Town Hall Remodel. A concept was shown to the Board of Trustees on October 3, 2018. After receiving feedback from the Board of Trustees, staff has continued to work with Halcyon Design LLC on the Town Hall expansion and remodel project. Halcyon Design LLC, met with staff on November 16, 2018, and we are ready to move to the construction design phase of this project.

HISTORY AND PREVIOUS BOARD ACTION

The Town of Firestone engaged Halcyon Design LLC on January 8, 2018 for professional services to design the Town Hall remodel. The Board of Trustees instructed staff at a Board meeting on May 23, 2018, to re-imagine a concept for the Town Hall remodel.

RECOMMENDATION

Staff recommends approving the contract with Halcyon Design LLC. for professional services regarding the Town Hall expansion and remodel.

"I move to approve Resolution 18-58: a Resolution approving a consulting services agreement with halcyon Design LLC in connection with design and construction of the Town Hall addition and remodel.

I move to approve the professional services agreement between the Town of Firestone and Halcyon Design LLC for an amount not to exceed \$104,258.

ALTERNATIVES

The Board can give staff further direction.

ATTACHMENTS

1. Reso 18-58 Halcyon Design
2. 6c - Firestone Town Hall Addition and Remodel - Halcyon Design LLC-USI-final
3. 6c - Scope of services Halcyon DD-CD-CA

FINANCIAL CONSIDERATIONS

Halcyon Design and Consultants have proposed a total Fixed Professional Fee for this project of \$104,258. The Town budgeted in the 2018 and 2019 Budget for the design and remodel of Town Hall, and the proposed contract is less then what was budgeted of \$120,000.

RESOLUTION 18-58

A RESOLUTION APPROVING A CONSULTING SERVICES AGREEMENT WITH HALCYON DESIGN LLC IN CONNECTION WITH THE DESIGN AND CONSTRUCTION OF THE TOWN HALL ADDITION AND REMODEL

WHEREAS, the Town of Firestone (“Town”) desires to engage Halcyon Design LLC (“Consultant”) for the purpose of providing design and construction consulting, document preparation, and construction oversight services in connection with the design and construction of the of the Town Hall addition and remodel (“Services”); and

WHEREAS, the Consultant represents that it has the special expertise, qualifications, and background necessary to complete the Services; and

WHEREAS, there has been proposed an agreement between the Town and the Consultant for the Services (“Agreement”); and

WHEREAS, the Town Board of Trustees finds that the Agreement is in the best interest of the Town and its citizens and desires to authorize its execution.

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

1. The proposed Agreement between the Town of Firestone and Halcyon Design LLC for consulting services in connection with the design and construction of the Town Hall addition and remodel is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

2. The Mayor is authorized to execute the Agreement, and the Mayor is hereby granted the authority to negotiate and approve such revisions to said Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ AND ADOPTED this 19th day of December, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND HALCYON DESIGN LLC
FOR CONSULTING SERVICES**

1.0 PARTIES

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and **Halcyon Design LLC**, a Colorado limited liability company, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- a) The Town desires to engage the Consultant for the purpose of providing design document preparation and construction contract administration in connection with the design and construction of the of the Town Hall addition and remodel (the “Project”) as further set forth in the Consultant’s Scope of Services set forth in Section 3.0 (which services are hereinafter referred to as the “Services”).
- b) The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

- a) The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The provisions of this Agreement shall control in the event of a conflict between this Agreement and the Scope of Services set forth in Exhibit A. The Consultant shall perform one or more of the “Optional/Additional Services” listed in Exhibit A when specifically requested in writing by the Town Manager.
- b) Consultant shall prepare design development drawings for the Town’s approval, which drawings shall be consistent with the preliminary design plan as approved by the Town, dated October 16, 2018, which preliminary design plan is attached hereto and incorporated herein by this reference. Design development drawings shall consist of drawings and diagrams to describe building systems, typical conditions, and design criteria (“Design Development Documents”).
- c) Consultant shall prepare construction documents for the Town’s approval, based on the Town-approved Design Development Documents and any adjustments to said documents authorized in writing by the Town (“Construction Documents”). The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of documents establishing the quality levels of materials and systems and other requirements for the construction of the Project. The Town and Consultant acknowledge that, in order to construct the Project, the contractor hired by the Town to construct the Project (“Construction Contractor”) will provide additional information, including shop drawings, product data, and other similar submittals, which

the Consultant will review for conformance with the design and approved Project goals.

- d) Consultant shall visit the construction site at intervals described in Exhibit A, to become generally familiar with the progress and quality of the portion of the Project completed, and to determine, in general, if the work observed is being performed in a manner indicating that the Project, when fully completed, will be in accordance with the Construction Documents and any contract between the Town and the Construction Contractor ("Contract Documents"). However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Project. On the basis of the site visits, Consultant shall keep the Town reasonably informed about the progress and quality of the portion of the Project that has been completed, and immediately report to the Town known deviations from the Contract Documents or from defects and deficiencies observed in the Project.
- e) Consultant shall advise and consult with the Town during the construction of the Project, which shall be performed by the Construction Contractor. Consultant shall have the authority to act on behalf of the Town only to the extent provided in this Agreement. Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, nor shall Consultant be responsible for the Construction Contractor's failure to perform in accordance with the requirements of the Contract Documents. Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Contractor or of any other persons or entities performing construction of the Project.

4.0 COMPENSATION

- a) The Town shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement; except that, the Town Manager may authorize Consultant's performance of the "Optional/Additional Services" listed in Exhibit A, in accordance with Section 3.0 hereof, provided that the cost of such services does not exceed **\$104,258 (One hundred four thousand, two hundred fifty-eight)**. If requested by the Town Manager in accordance with Section 3.0 hereof, "Optional/Additional Services" listed in Exhibit A shall be compensated at the hourly rates set forth in Exhibit A.
- b) The Consultant shall submit monthly an invoice to the Town for Services rendered during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and

such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- a) The Town designates Arthur J. Krieger as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by Arthur J. Krieger and such person's designees.
- b) The Consultant designates Kelly Deitman as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Kelly Deitman, and such replacement require the Town or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall be **December 20, 2018** to **December 31, 2019**, unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. 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 the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Firestone Board of Trustees, in its sole discretion.

7.0 INSURANCE

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

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance.

- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the Town of Firestone under this Agreement.
- 7.1.4 Professional Liability coverage with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Consultant's general liability insurance and automobile liability shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-

10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against liability, on account of any injury, loss, or damage, which arises out of or is connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent, - or willful act or omission of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall further bear all other reasonable costs and expenses incurred by the Town or Consultant and related to any such liability, including but not limited to court costs, expert witness fees and reasonable attorneys' fees if the court determines that these incurred costs and expenses are to the extent caused by the negligent acts, errors, and omissions or other fault of the Consultant. Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the Town, and its elected and appointed officials and its employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the Town, of the Consultant's liability or fault to the extent permitted by law and deemed insurable. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town or and its elected and appointed officers and its employees.

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

- a) This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- b) In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

- a) Except as provided in subsection (c), all computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Except as provided in subsection (c), Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town.
- b) If the Town reuses or makes any modification to Consultant's designs, documents or work product without the prior written authorization of Consultant, the Town agrees, to the fullest extent permitted by law, to release the Consultant, its officers, directors, employees and subconsultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of

defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

- c) The Town expressly acknowledges and agrees that the documents and data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Consultant. Nothing herein shall be construed as a limitation on the Consultant's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

16.0 ENFORCEMENT

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

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit "B", the "Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the Town prior to Consultant's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the Town:

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

If to the Consultant:

Halcyon Design LLC
Kelly Deitman
PO Box 30
Frederick, CO 80530
8310 Colorado Blvd., Suite #650
Firestone, CO 80504
www.halcyonarch.com

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

20.0 NO THIRD PARTY BENEFICIARIES

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Date: _____

Attest: _____
Leah Vanarsdall, Town Clerk

Date: _____

HALCYON DESIGN LLC

 Kelly Deitman
2018.12.13
19:57:28 -07'00'

By: _____
Kelly C Deitman
Title: President/Owner

Exhibit A – Scope of Services

[See Following Page(s)]

Exhibit B

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

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

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

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

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

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

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

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

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

 Kelly Deitman
2018.12.13
19:57:28 -07'00'

By: _____
Kelly C Deitman
Title: President/Owner



December 12, 2018

Jennifer Weinberger
Assistant Town Manager
Town of Firestone
151 Grant Ave.
Firestone, CO 80504

Re: #1801 Firestone Town Hall Addition & Remodel DD-CD-CA Phases

Ms. Weinberger:

The following is a Scope of Work for Professional Services to complete the Design and Construction Administration process for this addition and remodel project. The Preliminary Design phase of the project has been completed and approved by Owner, per the attached floor plan dated October 16, 2018. The project consists of an approximately 7,800 s.f. existing single story office building with an approximately 8,000 s.f. addition. The Town of Firestone has currently adopted the 2012 I-Codes and Title 15 Amendments. The existing building is a pre-engineered metal building (PEMB) and the new addition may be a PEMB or post-and-beam framed assembly with roof trusses. An outline scope of work is as follows:

Design Development (DD) Phase

- Compile a schematic design construction estimate (completed);
- Assist Owner with hazardous materials testing contract;
- Order additional survey data and geotechnical analysis;
- Design review meetings with staff groups, total of three (3);
- Create color perspective rendering of front elevation;
- Design presentation meeting with Board of Trustees;
- First draft Civil grading and drainage designs;
- Code Analysis of approved layout;
- Due diligence meetings with fire and building departments;
- Refinement of Architectural design documents;
- First draft Mechanical, Plumbing and Electrical designs;
- Consultant coordination;
- 50% complete design review meeting with staff;

Design Development Completion total fee.....\$36,973

Construction Documents (CD) Phase

- Create Request for Qualifications (RFQ) document;
- Distribute RFQ and collect/coordinate responses for staff review;
- Assist in selection of interior finishes;
- Presentation to Trustees;
- Assist staff and Trustees with Contractor selection;

- Progress on design drawings;
- Design drawings to builder for estimating;
- 70% Complete design review meeting with Owner;
- Coordinate final Owner comments;
- Completion of design documents;
- Specification notes on Drawing Sheets (not book spec.);
- Compilation of wet-stamped permit documents for permit submittal and bidding;
- ComCheck Compliance Reports for Envelope, HVAC and Lighting;

Construction Document Completion (CD) Fee.....\$45,089

Contract Administration

- Assist Contractor with Permit submittals;
- Product and material submittal review by design team;
- Answer construction questions via Request For Information (RFI) and Architect's or Engineer's Supplemental Information (ASI/ESI) format;
- Weekly site visits (up to 30 visits) by Architect to review project progress and conformance with design;
- Attend Owner-Architect-Contractor (OAC) meetings scheduled to coincide with site visit;
- Final Punch List walk with Design Team and Client to review project Substantial Completion;
- Architect will issue written Punch List by design team;

Construction Administration (CA) Fee.....\$16,696

To accomplish the above general outlined scope of work, Halcyon Design and Consultants proposes the following total Fixed Professional Fee for this project of \$104,258. Work will be invoiced at the end of each month, with percentage of completion noted, until project completion and issuance of Certificate of Substantial Completion.

Included in proposed fee:

- Surveying as outlined in scope;
- Geotechnical analysis as required for structural design;
- Drainage report by Civil Engineer;
- Electronic record drawings, redlines from General Contractor;
- Mileage for meetings and site visits as noted above;
- Digital site photos;
- Paper reproductions outlined in scope.

Excluded from fee:

- Phase I or II Environmental Study;
- Mineral Interest reporting;
- Hazardous materials testing and/or abatement;
- LEED certification tracking;
- Building systems commissioning;
- Monument sign design;
- Fire line, fire alarm or fire sprinkler design;
- Potholing for location of existing utilities;
- Construction staking;
- Grading and drainage certifications;
- Courier and postal services;
- Printed photos;
- Expense of reproductions beyond those mentioned above;
- Submittal, Application, Recording or Permit Fees;

- Any service not itemized above;

These expenses are in addition to the professional design services and will be reimbursed monthly at 1.10 (110%) times the actual expenditures made by the Architect and the Architect's consultants in the interest of the Project. If the allotment noted above for mileage and reproductions is exceeded, Architect will submit an itemized invoice to identify the actual expenditure.

Optional/Additional Services

- Furniture design and selection assistance by Pear Workplace Solutions \$5,050. Owner may choose to contract directly with furniture designer for complete design and installation package;
- Coordination of complete interior design and furniture package by interior designer, Terry Barker, to include visualization renderings, color and finish samples \$5,225
- Design changes requested by Client after 70% construction document completion will be invoiced at hourly rates of Architect and Consultants;
- Design changes requested by Client during Construction will be invoiced at hourly rates of Architect and Consultants;
- Additional site visits or meetings beyond those noted above will be invoiced at hourly rates of Architect and Consultants;

Thank you for the opportunity of presenting this agreement for professional services. If this scope of service is acceptable, please sign a copy of this letter, and return for our file. We are available to begin work on this project within one week of receipt of signed agreement.

Respectfully,

Kelly C. Deitman, AIA, NCARB, LEED AP, President
 PO Box 30, Frederick, CO 80530
 8310 Colorado Blvd., Suite 650
 Firestone, CO 80504
 303.906.2617 (cell)
kelly@halcyonarch.com

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.e.

Discussion/Action

Meeting Date: December 19, 2018

Initiated By:

Dept: Town Manager

AGENDA TITLE

Resolution 18-60: A RESOLUTION APPROVING LEGAL SERVICES ENGAGEMENT AGREEMENT FOR TOWN OF FIRESTONE LEASE-PURCHASE AGREEMENT AND ISSUANCE OF CERTIFICATE OF PARTICIPATION

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. 6e - Butler Snow Engagement Letter COPs
2. 6e - Reso 18-60 Butler Snow Engagement COP's

FINANCIAL CONSIDERATIONS

BUTLER | SNOW

December 18, 2018

Town of Firestone
151 Grant Avenue
Firestone, Colorado 80520

Attention: A.J. Krieger, Interim Town Manager

Re: Town of Firestone-Lease Purchase Agreement and issuance of Certificates of Participation

Dear A.J.:

We are pleased to confirm our engagement as counsel to Town of Firestone (the "Town"). We appreciate your confidence in us and will do our best to continue to merit it.

In establishing our attorney-client relationship, current practice standards dictate that we set forth in writing (and in some detail) the elements of our mutual understanding. While some of the matters covered in this engagement letter will never be relevant or of concern between us, we hope you will understand that as attorneys and counselors it is our natural function to try to make communication clear and complete, and to anticipate and resolve questions before they arise. We also believe that the performance of our services may require your effort and cooperation. Consequently, the better we each understand our respective roles, responsibilities and contributions, the more efficient, effective and economical our work for you can be.

Personnel

This letter sets forth the role we propose to serve and the responsibilities we propose to assume as bond counsel to the Town in connection with the a lease purchase agreement financing, including the execution and delivery of any related certificates of participation or promissory note (collectively, the "Obligations"). Kim Crawford will be principally responsible for the work performed by Butler Snow LLP on your behalf. Where appropriate, certain tasks may be performed by other attorneys or paralegals. At all times, however, Kim will coordinate, review, and approve all work completed for the Town.

Scope of Employment

Bond Counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization of securities like the Obligations. As your bond counsel, we will: examine applicable law; consult with the parties

1801 California Street
Suite 5100
Denver, CO 80202

KIMBERLEY K. CRAWFORD
720.330.2354
kim.crawford@butlersnow.com

T 720.330.2300
F 720.330.2301
www.butlersnow.com

to the transaction prior to the execution of the Obligations; prepare customary authorizing and operative documents, and closing certificates; review a certified transcript of proceedings; and undertake such additional duties as we deem necessary to render the opinion. Subject to the completion of proceedings to our satisfaction, we will render our opinion relating to the validity of the Obligations, the enforceability of the security for the Obligations, and the exclusion of the interest on the Obligations (subject to certain limitations which may be expressed in the opinion) from gross income for federal income tax purposes and for Colorado income tax purposes. We understand that the Obligations are to be privately placed with a bank so no offering document or official statement is being prepared and we are not undertaking any responsibility for disclosing information about the Town or its financial affairs to the purchaser of the Obligations.

In delivering our opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. Our opinion will be addressed to the Town and will be executed and delivered by us in written form on the date the Obligations are exchanged for their purchase price (the "Closing"). The opinion will be based on facts and law existing as of their date.

Our services are limited to those contracted for explicitly herein; the Town's execution of this letter constitutes an acknowledgment of those limitations. Specifically, but without implied limitation, our responsibilities do not include any representation by Butler Snow LLP in connection with any IRS audit, SEC enforcement action or any litigation involving the Town or the Obligations, or any other matter. Neither do we assume responsibility for the preparation of any collateral documents (*e.g.*, environmental impact statements) which are to be filed with any state, federal or other regulatory agency. Nor do our services include financial advice (including financial advice about the structure of Obligations) or advice on the investment of funds related to the Obligations.

Representation of the Town

In performing our services, the Town will be our client and an attorney-client relationship will exist between us. We will represent the interests of the Town rather than the Board of Trustees or its individual members. We will work closely with the Town Attorney and will rely on the opinion of the Town Attorney with regard to specific matters, including pending litigation. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Conflicts of Interest

Our firm sometimes represents, in other unrelated transactions, certain of the financial institutions that may be involved in this transaction, such as underwriters, credit enhancers, and banks. We do not believe that any of these representations will materially

limit or adversely affect our ability to represent the Town in connection with the Obligations, even though such representations may be characterized as adverse under the Colorado Rules of Professional Conduct (the "Rules"). In any event, during the term of our engagement hereunder, we will not accept a representation of any of these parties in any matter in which the Town is an adverse party. However, pursuant to the Rules, we do ask that you consent to our representation of such parties in transactions that do not directly or indirectly involve the Town. Your execution of this letter will signify the Town's prospective consent to such representations in matters unrelated to the Town while we are serving as bond counsel hereunder.

Fee Arrangement

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee for this engagement will be between \$20,000 and \$25,000. Such fee may vary: (i) if the principal amount of the Obligations actually issued increases significantly, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

Our fees are usually paid at Closing out of proceeds of the Obligations. We customarily do not submit any statement until the Closing, unless there is a substantial delay in completing the financing. We understand and agree that our fees will be paid at Closing out of proceeds. If the financing is not consummated, we understand and agree that we will not be paid. If, for any reason, the financing is completed without our opinion as bond counsel, we will expect to be compensated at our normal hourly rates (currently ranging from \$100 to \$640 depending on personnel) for time actually spent on your behalf, plus disbursements.

Termination of Engagement

Our fees for this engagement contemplate compensation for usual and customary services as bond counsel as described above. Upon delivery of the opinion, our responsibilities as bond counsel will terminate with respect to this financing, and our representation of the Town and the attorney-client relationship created by this engagement letter will be concluded. Specifically, but without implied limitation, we do not undertake to provide continuing advice to the Town or to any other party to the transaction. Many post-issuance events may affect the Obligations, the tax-exempt status of interest on the Obligations, or liabilities of the parties to the transaction. Such subsequent events might include a change in the project to be financed with proceeds, a failure by one of the parties to comply with its contractual obligations (e.g., rebate requirements, continuing disclosure

requirements), an IRS audit, an SEC enforcement action, or a change in federal or state law. Should the Town seek the advice of bond counsel on a post-closing matter or seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

Document Retention

At or within a reasonable period after Closing, we will review the file to determine what materials should be retained as a record of our representation and those that are no longer needed. We will provide you with a copy of the customary transcript of documents after Closing and will return any original documents obtained from you (if a copy is not included in the transcript). Our document retention policy is attached hereto.

Approval

If the other foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter signed by the officer so authorized, keeping a copy for your files.

We appreciate this opportunity to serve as your bond counsel and look forward to a mutually satisfactory and beneficial relationship.

BUTLER SNOW LLP

By: 

ACCEPTED AND APPROVED:

TOWN OF FIRESTONE

By: _____

Title: _____

Date: _____

KKC/jw
Enclosure

**NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or

necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

RESOLUTION 18-60

**A RESOLUTION APPROVING LEGAL SERVICES ENGAGEMENT AGREEMENT
FOR TOWN OF FIRESTONE LEASE-PURCHASE AGREEMENT AND ISSUANCE OF
CERTIFICATES OF PARTICIPATION**

WHEREAS, the Town is in need of Legal Services for work related to the expansion of Town Hall and construction of new Public Works facilities and has requested Butler Snow LLP provide that service; and

WHEREAS, the Board of Trustees finds that this Legal Services Engagement Agreement is in the best interest of the Town and its citizens and desires to authorize its execution.

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

Section 1. The proposed Legal Services Engagement Agreement (the “Agreement”) between the Town of Firestone and Butler Snow LLP is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Interim Town Manager is hereby authorized to execute and deliver the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 19th day of December, 2018.

TOWN OF FIRESTONE

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk