



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

January 23, 2019
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. **Presentation**
 - 5.a. Commissioner Scott James - County Year in Review
 - 5.b. Cevin Hopp - Hopp Consulting LLC
6. **Consent Agenda**
 - 6.a. Approval of the January 9, 2019 BOT Reg Meeting Minutes and January 16, 2019 Special Meeting Minutes
 - 6.b. Approval of the January 23, 2019 Payables
 - 6.c. Summary of Cash & Investments, December 2018
 - 6.d. **Resolution 19-04:** A RESOLUTION TO APPROVE OF FILING OF CERTAIN CLAIMS OF FOR CONDITIONAL WATER RIGHTS FOR FIRESTONE RESERVOIRS 1 & 2; FOR THE FILING OF CERTAIN CLAIMS FOR CONDITIONAL WATER RIGHTS TO THE MOUNTAIN SHADOWS WELL, FIRESTONE TRAIL WELL FIELD, GOULD WELL FIELD, VARRA WELL FIELD AND ST. VRAIN SANITATION DISTRICT WELL FIELD; FOR A PLAN FOR AUGMENTATION; FOR THE CHANGE IN USE OF CERTAIN SHARES IN THE NEW CONSOLIDATED LOWER BOULDER RESERVOIR AND DITCH COMPANY AND THE RURAL DITCH COMPANY; AND FOR THE CHANGE IN USE OF EXISTING WATER RIGHTS FOR FIRESTONE RESERVOIR 1 AS DECREED IN CASE NO. 05CW335, WATER COURT, DIVISION ONE.

* 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 Clerk's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

6.e. Resolution 19-05: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR ADVANCED FORMING TECHNOLOGY FILING NO. 2 FINAL PLAT

6.f. Firestone Police Station Construction Payment Application No. 7

6.g. Resolution 19-08: A RESOLUTION RE-APPOINTING MUNICIPAL COURT JUDGES FOR A TERM OF NO LESS THAN TWO (2) YEARS

7. Local Licensing Authority - Public Hearing

7.a. Maya Grill & Cantina Hotel - Restaurant New License

7.b. Modification of Premises for Dillon Companies LLC dba King Soopers #105

8. Discussion/Action

8.a. Approval of Pre-Procurement of Ultrafiltration Membranes: Award of Contract

8.b. Consideration for Approval of Anfeald Contract

8.c. 2019 Wooster Avenue Waterline Design Contract and 2019 Wooster Avenue Street Replacement Design Contract

8.d. Resolution 19-06: A RESOLUTION APPROVING A FINANCIAL ADVISORY SERVICES ENGAGEMENT AGREEMENT FOR A TOWN OF FIRESTONE LEASE-PURCHASE AGREEMENT AND ISSUANCE OF CERTIFICATES OF PARTICIPATION

8.e. Resolution 19-07: A RESOLUTION APPROVING TOWN ATTORNEY LEGAL SERVICES ENGAGEMENT AGREEMENT FOR THE TOWN OF FIRESTONE

8.f. Agreement between the Town of Firestone and Steelock, to provide professional services and install a perimeter fence at 7500 Pine Cone Ave, the Public Works Facility

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

10. Reports

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10.a. Staff

10.b. Mayor

10.c. Trustees

10.d. Committee Updates

11. Executive Session

11.a. An **Executive Session** for the purpose of discussing the potential Acquisition, Lease, Transfer or Sale of real, personal or other property interests as authorized under C.R.S. Section 24-6-402(4)(a).

11.b. An **Executive Session** for a conference with the Town Attorney for the purpose of receiving legal advice on a specific question under C.R.S. 24-6-402(4)(b).

12. Report from Executive Session

13. Adjournment

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JCC PROPERTIES, LLC

Cevin A. Hopp
Operating Manager

January 10, 2019

Mayor Bobbi Sindelar
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Trustee Douglas Sharp
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RE: 11447 Colorado Boulevard

Mayor Sindelar, Mayor Pro-tem Drew Peterson, Trustees Don Conyac, George Heath, Frank A. Jimenez, Samantha Meiring and Douglas Sharp:

My name is Cevin Hopp and I own property at 11447 Colorado Blvd. (JCC Properties, LLC). In 2015, my natural easement for storm-water was completely blocked by final grading of Phase II of the Mountain Shadows subdivision. As a result, approximately 25% of my property is experiencing ponding from six inches to a foot deep.

I filed a formal complaint with the Town before the developer was finished building and before the Town Engineer released them from their obligations. Currently I am in the process of submitting a minor subdivision application for the purpose of building a principal residence on my property for my wife and myself. I have delayed this process for more than three years while attempting to work with Town Engineer Dave Lindsay in getting a solution to my drainage problem.

I have had no success working with Mr. Lindsay and it has become a source of major contention between us. From my experience with Mr. Lindsay, I fully expect that my minor subdivision application will be slow-walked, harshly criticized, over-charged and possibly even denied, if it is at his discretion. I have already experienced demands from staff that are inconsistent with the Municipal Code and contrary to the Firestone Development Regulations.

Regardless, the goal is to find a solution. Recently, in attempting to work with the town, I have reached out to others as well. I emailed Interim Town Manager A.J. Krieger on August 29, 2018. He initially responded that he was unaware of the situation and needed to work with staff and others to start from the beginning. I have attached a copy of this e-mail as Exhibit 0. I have never heard back from Interim Town Manager A.J. Krieger.

Subsequent to this, my consultant, Dan Burkhardt, personally spoke with Senior Planner Tracy Case. She was going to refer my complaint to Interim Town Manager AJ Krieger.

I personally contacted Town Attorney Sam Light prior to his retirement. He also was to refer my complaint to Interim Town Manager A.J. Krieger.

I also e-mailed Trustee Samantha Meiring on October 29, 2018. I would like to thank her for her reply and for offering to also take this matter directly to Interim Town Manager A.J. Krieger. She confirmed a last night's BOT meeting that she did in fact make the referral.

Again, to date, I have not received any further reply from Interim Town Manager A.J. Krieger. As he works at the pleasure of the board, I sincerely felt that this would induce a response. Defiance of a Trustee referral was not expected.

I have also recently e-mailed him in follow-up, but still no reply.

I have been working for over three years to get a reasonable response from Dave Lindsay and the Town. I now, humbly, come to you, the Board of Trustees of the Town of Firestone, seeking the resolution that Dave Lindsay has been unwilling to accomplish. I respectfully request the Board consider the following information and take appropriate action in remedy of the loss of use and enjoyment of my property and loss of development potential.

HISTORY

I purchased my property on December 02, 1998. My family has owned this property, without interruption, for more than 100 years. My grandfather built the existing residence in 1911.

My mother was born on this property in 1938. She used to walk the north fence line as a child. Historically, the fence line was not on the property line due to the fence having been built on the high side of a natural swale between what is now the north edge of the Mountain Shadows subdivision and the Hall-Irwin property.

At my NW corner, there is a 15 ft. difference between the property line on the south and the fence line on the north. This difference grew larger as you extended the line to the west. Journey Homes acquired approximately 17 acres of what was Hall-Irwin land under adverse possession.

Due to the existence of the natural swale, both irrigation waste water from the farm and storm-water from my yard went straight west to a slough in the NW corner of the farm. Logically, this is where the Mountain Shadows detention pond currently exists.

Storm-water from my property never went north as claimed (unsupported by empirical evidence) by Dave Lindsay onto what was the Don Hepp property. Mr. Hepp lived there from 1965 to 2005 and will attest to this fact.

My property had not experienced flooding one time in the more than one-hundred years my family owned the property. I began experiencing ponding for the first time in 2015 simultaneous with the final grading of Phase II of the Mountain Shadows Subdivision.

EVIDENCE OF PONDING

Exhibit 1 shows the area subject to flooding during major storm events.

Exhibit 1-1 shows the location of the north-south non-permeating fence that was installed by the Developer in violation of Colorado Law and presumably Firestone Development

Regulations. Additionally, the current grade at that location is approximately one foot higher than where the storm-water leaves my property.

Exhibit 2 shows a penned horse with nowhere to escape the ponding water. The horse is standing approximately 145 feet from my north property line. This entire distance is ponding all the way to the north property line.

Please notice that the cul-de-sac is elevated to approximately the height of the top of my fence. You really need to see it in person. It is an engineering debacle.

It is curious. I have attached a copy of the OUTLINE DEVELOPMENT PLAN MOUNTAIN SHADOWS as Exhibit 2-1. In the lower left-hand corner, it addresses Drainage and Grading. Exhibit 2-2 is a blow-up of that statement.

“This site is relatively level with drainage and agricultural grading running from high areas in the south to lower areas in the north and northwest. It is not anticipated that major grading changes are to occur. Drainage is anticipated to continue traveling north with possible detention facilities located in the northwest corner of the site.”

First, it is true that the pre-development site was relatively level. This statement is also consistent with my previous statement that all storm-water went straight west to a slough in the NW corner of the farm. The current detention pond for the Mountain Shadows subdivision is currently located where the original slough historically was located. This was the direction of natural flow.

The Town Engineer refuses to consider that a drainage problem that first occurred in 2015, simultaneous with Developers adding 4 to 6 feet of fill directly adjacent to my property, and in the path of my natural historical flow, is the cause for the blockage and resulting damage to my property.

Rather, the Town Engineer wishes to blame innocent parties to the north (Aguirre property) and the Hall-Irwin property. I do not even share a boundary with the Hall-Irwin property. Storm-water must go through someone else to get to theirs.

I previously mentioned that I had filed a formal complaint with the Town of Firestone in 2015. I have attached a copy of my letter as Exhibit 2-3. Page 2, item C states:

“Additionally, the Developers have also added fill dirt to their northeast corner (our northwest corner), which has dammed up our critical historic drainage outfall swale and inadvertently created a “ponding condition” and flood damages to our property. They cannot be allowed to block the conveyance of, nor stop the historically released drainage flows, from our property onto or through their property, thus creating a ponding affect and damages to our property. The have

effectively, though likely inadvertently and negligently, placed their detention pond on our property. These impacts have diminished the value and usability of our property. We have the historic right to release our drainage flows to their property as before. They need to re-establish the positive outflow swale or install a new drain pipe to properly accept our flows”.

For reference, I took a picture on or about the time of this letter. Please see Exhibit 2-4. It clearly shows the exorbitant amount of fill that was added all the way up to the property line next to my property.

Exhibit 3 shows the blocked drainage easement approximately 150 feet from my property. Once the water in this alleyway reaches one foot deep, it is prevented by elevation change and a non-permeating fence from continuing west. Having nowhere to go, it backs-up on my property.

Exhibit 4 shows ponding that extends approximately 270 feet east from my west property line. This is more than half way across my entire property.

THE BENCHMARK REPORT

The question remains, why was such an exorbitant amount of fill added to the NE corner of the Mountain Shadows subdivision. By all accounts, the pre-development site was relatively level and no major fill was to be required.

Through my more recent employment of professional consultants, I have come to realize that the BenchMark report reportedly used the wrong “datum”, thereby creating a starting point that was three feet off from what it should have been. As it was told to me, Dave Lindsay knew, or should have known this as it is the first basic step in the analysis. This certainly accounts for some of the large disparity from expected grading and amount of fill.

It is interesting that Dave Lindsay has never mentioned this to me. After him knowing for more than 10 years, I had to find out elsewhere.

I have also come to realize that the BenchMark report was negligent in that it failed to address the dominant flow from my property.

I have attached, as Exhibit 5, Exhibit 5-1 and Exhibit 5-2 certain pages out of the Final Drainage Analysis for the Mountain Shadows Subdivision as prepared by BenchMark of Cheyenne, P.C. (the Benchmark report). I am happy to provide a complete copy, it is 106 pages long. The pages included are the only instances I have found that reference my adjacent property.

Please notice that Exhibit 5-1 is the Cover page of the report. It is clearly marked as "Approved" by the Town of Firestone. I assume this approval is at the responsibility of Town Engineer Dave Lindsay.

Exhibit 5-1, page 8 of the BenchMark report states, "Rural residences are located in adjacent lands to the northeast of this site".

Exhibit 5-2, page 12 of the BenchMark report states, "Adjacent existing rural residential areas are located along the northeast corner of this site that were included with the annexation but not with the current development plan. These lots are not proposed to share any detention or storm sewer facilities with the proposed drainage plan".

These are the only references I have found as to the adjacent properties. The Benchmark report fails to address dominate flow from my property as required by Colorado law, Firestone Municipal Code, Firestone Development Regulations and professional standards for practice in Colorado. In fact, it more or less states that they haven chosen to ignore the adjacent properties.

I have recreated Figure 3 from the original BenchMark report as Exhibit 6. On September 11, 2015, Dave Lindsay sent this to me via e-mail. In his e-mail, he stated, "The other thing this would indicate (the pre-development map) is that changes to the Hall-Irwin Property and to the property immediately to your north have contributed to cutting you off". I have included a copy of this e-mail as Exhibit 7.

Please look at Exhibit 6 carefully. There are no flow lines even close to my property nor are there any on the Hall-Irwin property or the property to my north. How did Dave Lindsay come to such a conclusion?

It is my understanding that regulations and professional standards require analysis of at least 150 ft. into each adjacent property. Dominant flow must be properly analyzed and accounted for. It clearly was not.

Please notice that Dave Lindsay's e-mail also stated, "I can certainly work with Hall-Irwin to ensure that their mine reclamation restores that original topography and give a better path. I can also work with them to maybe even install a channel on their side of the fence to get all of that runoff down to the creek rather than in their pit".

This is important because it never happened.

Dave Lindsay has never really stated that the grading of the Mountain Shadows subdivision is not the cause. Rather, he continues to state that the Hall-Irwin property and the Aguirre property are the cause.

Dave Lindsay has never provided any empirical evidence that supports his position. Unfortunately, I took him at his word for far too long.

In order to get an independent analysis of Dave Lindsay's Hall-Irwin claim, I filed a complaint with the State of Colorado Department of Reclamation, Mining and Safety. As you can imagine, Mr. Bret Hall was not happy to have them show up at his gravel pit to do an inspection.

Mr. Eric Scott, the Engineer for the State of Colorado did a site inspection on November 16, 2018. His conclusion states:

“DRMS did not observe any obvious/serious grading issues that would impede the flow of surface water from adjacent areas to the south and east of the mine property”.

I have attached the Divisions report as Exhibit 7A.

The State of Colorado is in total disagreement with Dave Lindsay. The Hall-Irwin property is not the source of my drainage problem as stated over and over by Dave Lindsay.

As to the Aguirre property, Dave Lindsay states that they also have changed their grading and that this is the reason that I have ponding on my property. I have attached Exhibits 7B, 7C and 7D for your convenience.

Exhibit 7B is a historical topographical photo of the Aguirre property dated 10-06-14. Exhibit 7C is a historical topographical photo of the Aguirre property dated 10-09-15. Exhibit 7D is a historical topographical photo of the Aguirre property dated 10-09-16. Please recall that my drainages issues began in the summer of 2015. Even in black and white, it easy to see that there have been no grading changes on the Aguirre property during this entire period of time.

It is also easy to see that grading began on the Mountain Shadows property in late 2014. On the topo of 10-06-14, you can see that dirt has been moved, but the NE corner of the subdivision had not yet been altered.

By 10-09-15, Exhibit 7C shows that the homes had been completed and their NE corner had been graded. Again, my drainage problem began in the summer of 2015.

Both of Dave Lindsay's claims are easily disputed. He is simply making up his own story in order to hide his negligence. His actions rise to the level of willful when you consider that he already knew, dating back to 2005, that the Benchmark report was wrong.

The fact that the BenchMark report failed to address my dominant flow as required was not the first error that was made or even identified. In 2005, J3 Engineering Consultants, Inc, was engaged to address complaints of serious drainage problems with adjacent properties after completion of Phase I of the Mountain Shadows Subdivision. I have

attached the J3 letter as Exhibit 8. The Lakey property, the Varra property and the Hopp property (my parents) were experiencing drainage problems as a result of grading of Phase I of the Mountain Shadows subdivision.

As to the Lakey issue, J3 stated, "the drainage functionality for the Site as it operates in the current condition is of concern to Nueman Homes. It was determined that re-grading the swale to improve positive drainage patterns was required".

As to the Hopp property (my parents), J3 stated, "the drainage functionality for the Site as it operates in the current condition is of concern to Nueman Homes. It was determined that re-grading the existing swale to improve positive drainage patterns was required".

It was also necessary to install a private storm sewer inlet across the Hopp property to capture the runoff and re-direct it to the existing storm sewer in the Mountain Shadows subdivision (HDPE to RCP).

This was necessary because their basement window wells filled completely with water during each storm. Luckily, all the basement windows were secure and only minimal damage was done.

As to the Varra property, J3 stated, "The drainage functionality for the Site as it operates in the current condition is of MAJOR concern to Nueman Homes. It was determined that re-grading the swale to improve positive drainage patterns was required".

Additionally, an agreement was reached with Mr. Varra such that King Soopers was able to re-direct run-off due to increased flow from calculated runoff within the FDR.

Dave Lindsay knew in 2005 that the BenchMark report was problematic. I filed a formal complaint with the Town long before the subdivision was completed and well before the warranty period had expired. I even asked Dave Lindsay not to sign off on their subdivision before knowing that my drainage problem had been resolved.

Yet, Dave Lindsay did nothing.

Well, not exactly. He lied.

On Friday, August 7, 2015, Dave Lindsay stated, "I met with the developer and their engineer last week and we discussed in more detail the issues and the potential solutions. I got an e-mail last night and am 90% sure we have (sic) solution". Please see Exhibit 9.

This must not have gone well, because on Saturday, September 12, 2015, Dave Lindsay suddenly changes course. In his e-mail, he attached a copy of the pre-development grading map and stated: "The other thing this would indicate is that runoff should have continued north or northwest but it looks like improvements/changes to the Hall-Irwin

property and the property immediately to your north have contributed to cutting you off'. Please see Exhibit 10.

This is where the wheels fell off. Dave Lindsay went from working with the Developer and their engineers to planting the seed to blame my innocent neighbors. The Developers got 17 free acres, two more buildable lots in their NE corner and Dave Lindsay totally lets them off the hook for damages they have caused to me. I bet Developers love Dave Lindsay. Quid-pro-quo?

I have already shown that, in fact, the elevations on the Hall-Irwin property and the Aguirre property have not changed. Now, my professional consultants have advised me that this pre-development map does not indicate that runoff should have continued north or northwest.

Then on Tuesday, September 15, 2015, Dave Lindsay states, "I am not defending the developer or what has happened because clearly there have been mistakes. They have come up with a plan to install a swale that will remove the obstacle and allow for your property to drain again". Please see Exhibit 11.

This is important, because it also never happened. It never was going to happen. He let them off the hook from this point forward. We were supposedly 90% to a solution in August of 2015, and today we are at 0%. I trusted Dave Lindsay to be an ethical, honest and professional steward for the Town of Firestone. He is not. Today we are at 0%.

Dave Lindsay made an even more dramatic and violent change of position in 2018. No longer having my trust, I engaged professionals to analyze the documentation Dave Lindsay provided in relation to the professional claims that he made.

Exhibit 12 is an e-mail exchange between myself, Jose Ramirez, PE, Dave Lindsay and Tracy Case. Mr. Ramirez points out that the pre-development map provided by Dave Lindsay does not support the argument that my storm-water drainage should flow to the north as claimed by Dave Lindsay.

He further asks what needs to be done to find a solution and how to proceed in order to have the Town of Firestone and the Mountain Shadows subdivision take ownership of the drainage problem. Dave Lindsay responded (Please see Exhibit 12):

"Jose, I am sympathetic to the problem and have worked with Cevin in the past to try and provide some relief but please understand, the Town can't take ownership of a problem that is not the Towns and I don't appreciate your accusation that the Town did anything wrong here. The Town acted on the information that was provided to us. If that was in error, you need to take it up with the party that made the error."

I have worked with Cevin in the past to try and provide some relief? What exactly does he claim to have done? What relief? What he did is to make promises to me that he was working with the Developers (as is his responsibility) such that it was not necessary for me to deal with them directly.

Now, three years later, he wants me to take it up with them myself? Dave Lindsay should have been an offensive lineman. Even Von Miller couldn't side-step him. Dave Lindsay is the one who let them blow-and-go and now it's my fault for not going after them?

The Town acted on the information that was provided to us? The Town did all that it could do? The BenchMark report was proven to be in error in 2005. The Town (Dave Lindsay) did nothing in relation to the completion of Phase II of the Mountain Shadows subdivision to ensure that all errors had been identified and corrected in relation to the current phase.

Then, even when he knew there were more problems, he did nothing! Does he realize that e-mails don't self-destruct after having been read?

MITIGATING FACTORS

There are other mitigating factors that have contributed to my drainage problem. I have attached a copy of the Final Development Plan Mountain Shadows Filing No. 2 as Exhibit 13. The revision date is November 07, 2005.

Please notice that the NE corner of the subdivision, directly adjacent to my NW corner and my neighbor to the north, is platted as Tract S for Landscape, Drainage and Access easement. Exhibit 13-1 is a blow-up of that tract.

On June 20, 2014, Journey Homes submitted Mountain Shadows Subdivision Filing No. 2, Replat No. 2. Please see Exhibit 14. The purpose of this replat was to change the previously platted Landscape, Drainage and Access easement to two additional buildable lots. Irresponsible development practices, but more profit for the Developer and their associates.

Irresponsible development practices do not affect the planners or the developers. They affect the land owners. Not only did the Town (Dave Lindsay) not act on all the information provided to him, he made it worse by removing the drainage easement in the corner where my natural drainage easement exists.

If this area was developed as intended, my drainage problem would be easily resolved. The address that currently blocks my natural drainage easement is 5881 Vinca Avenue, otherwise known as Lot One of this replat. I remember little about when this occurred, but I do remember that it was slammed through the process in a huge hurry.

Another example of these irresponsible development practices affecting existing landowners is what occurred to my neighbors to the north. Again, the property at the center of it all is 5881 Vinca Avenue. The same house that blocks my easement and one of the houses that was platted at the very last minute.

Allowing two additional lots at the last minute removed the intended buffer between the existing agricultural and commercial uses adjacent to the newly built homes of the subdivision.

The previous resident of 5881 Vinca Avenue filed a complaint against my neighbor to the north. She claimed that a truck light shone through her window. The Aguirre's purchased their property in 2005. It has been shown that they followed all the rules through Weld County to operate their business and park their trucks on their property.

Regardless, due to the complaint, they were cited and forced to go through a Use by Special Review process. Under the IGA between Weld County and the Town of Firestone, Firestone was required to receive a referral on the USR.

Planning Technician Brianna Barber executed the referral on behalf of the Town of Firestone. She replied in the negative stating that the commercial use of the property was not consistent with the single-family residences adjacent in the Mountain Shadows subdivision.

Let that soak in. Purchased their property in 2005. 10 years of consistent use in conformity with Weld County regulations. New homes approved by the Town of Firestone built in 2015, 20 feet from their property, and Ms. Barber feels that their use is not compatible with the newly constructed homes.

Further, Ms. Barber failed to consider that the properties north of the Aguirre's are both commercial, one already being under a USR. Ms. Barber failed to consider that the property directly across the street is a trucking company that starts their trucks at 5:30 every morning.

Ms. Barber failed to consider that the property to the south of my neighbor is agricultural. Ms. Barber failed to consider that my neighbor has gravel pits to the west and to the NE of their property.

My neighbors were horrified that they may lose the use of their property after having owned it and used it for more than 10 years. They had to spend large amounts of money and invest many hours in their defense.

It is unconscionable that the Town of Firestone would state that the EXISTING commercial use of this property is not compatible with the homes they just approved. It

was the Town of Firestone that allowed the complainants home to be built on what was the intended buffer, thereby removing the buffer entirely.

In truth, it is the newly constructed homes approved by Firestone that are not compatible. Again, Ms. Barber is not financially affected, and she is not in jeopardy of losing the use of her property. If it was, I suspect she would realize that this is not a game. Her decisions affect real people. This is not a computer game and there is no respawn.

PROFESSIONAL STANDARDS

I am working with the Developers and am 90% sure we have a solution. We are going to install a swale. No, Hall-Irwin is the problem. No, wait, the Aguirre's are the problem. I don't appreciate your accusation that the town did anything wrong. You should have worked with the Developers. What?

The only grading that occurred was on the site of the Mountain Shadows subdivision. Dave Lindsay knows this.

The National Society of Professional Engineers (NSPE) has a Code of Ethics. The Preamble states:

“Engineering is an important and learned profession. As members of this profession, engineers are expected to exhibit the highest standards of honesty and integrity. Engineering has a direct and vital impact on the quality of life for all people. Accordingly, the services provided by engineers require honesty, impartiality, fairness, and equity and must be dedicated to the protection of the public health, safety, and welfare. Engineers must perform under a standard of professional behavior that requires adherence to the highest principles of ethical conduct.”

Do you feel Dave Lindsay's actions measure up to this statement? Would I have a problem if they did?

The NSPE has Fundamental Canons. Issue public statements only in an objective and truthful manner. Avoid deceptive acts. Conduct themselves honorably, responsibly, ethically, and lawfully so as to enhance the honor, reputation, and usefulness of the profession.

Were Dave Lindsay's statements to me objective and truthful, or did they serve another purpose?

NSPE Rules of Practice 1(b). Engineers shall approve only those documents that are in conformity with applicable standards.

NSPE Rules of Practice 3(b). Engineers may express publicly technical opinions that are founded upon knowledge of the facts and competence in the subject matter.

NSPE Professional Obligations 1(a). Engineers shall acknowledge their errors and shall not distort or alter the facts.

NSPE Professional Obligations 1(e). Engineers shall not promote their own interest at the expense of the dignity of the profession.

NSWPE Professional Obligations 3(a). Engineers shall avoid the use of statements containing a material misrepresentation of fact or omitting a material fact.

I have only listed the respective Rules of Practice and Professional Obligations that I am having a hard time reconciling to my experience.

Specific to the Town of Firestone, Statement of Policy, Section 1: Drainage Policy of the Storm Drainage Criteria, the Town of Firestone states:

“The purpose of the Storm Drainage Report and design shall be to prevent loss or damage of property due to increased storm water runoff from proposed development. The scope of such reports and designs shall consider both property within the development and property adjacent to and downstream of the development”

This is straight forward. What went wrong? The reason for having a Town Engineer and the whole reason for regulations is to prevent damage to property due to development. Regulations are supposed to provide the proper oversight and review to ensure this.

It is interesting that Dave Lindsay's change of heart occurred almost exactly three years after the date that the problem first occurred. A truly cynical person would have to consider this in relation to the statute of limitations on professional liability.

CONCLUSION

In the second pre-application meeting for my minor subdivision application, Mr. Todd Bjerkaas indicated that, in order to evaluate a potential solution, a survey was necessary on the Aguirre property.

Mr. Bjerkaas requested that my PE do it, at MY expense! What would you do if you were me?

Dave Lindsay's refusal to address this situation has created another victim (or even victims). Mr. Frakes (and possibly even his neighbors to the west). He purchased the

Cevin Hopp

From: AJ Krieger <AKrieger@FirestoneCO.gov>
Sent: Wednesday, August 29, 2018 11:56 AM
To: Cevin Hopp
Subject: RE: 11447 Colorado

I did receive your voicemail – as well as the email below. I know nothing about your situation, so I'll have to work with Town staff and others to start from the beginning.

For now I wanted you to know I received your email and voicemail.

From: Cevin Hopp [mailto:cevin@hoppconsulting.com]
Sent: Wednesday, August 29, 2018 11:36 AM
To: AJ Krieger <AKrieger@FirestoneCO.gov>
Subject: 11447 Colorado

A.J. Krieger:

Yesterday I spoke with Town Attorney Mr. Sam Light. He indicated that he would contact you on my behalf.

For your convenience, I have attached a few photos of ponding that is continuing to happen on my property subsequent to the development of the Mountain Shadows Subdivision. I have attempted to work with Mr. Lindsay for the last couple of years explaining to him that I have a natural drainage easement to the west of my property and that it is blocked by elevation changes (and non-permeating fences) allowed in Mountain Shadows Subdivision.

My property has been, and continues to be damaged. Ponding (up to a foot deep) is affecting the current and future use of my property. I am in the process of trying to sub-divide my property into two lots in order build a residence. Current ponding reaches approximately 270 feet from west to east and approximately 170 feet from north to south, causing placement of the house in question. Additionally, I am considering further future development that is impossible without proper storm drainage.

I have been very patient and trusting in Mr. Lindsay during this process. However, it has recently come to my attention that there is relevant information that Mr. Lindsay has had for years that he has, I believe, deliberately withheld. Additionally, during this process Mr. Lindsay has made statements to me that simply are not true and when I hired a Civil Engineer to address the problem, Mr. Lindsay intimidated him and myself to the point that I suspended further discussions between them. The conversation was becoming toxic and I advised the Civil Engineer (the same one working on the Minor Sub) not to speak with Mr. Lindsay further with regard to the drainage issue. I did not want to jeopardize the process of building a residence on property my family has owned AND FARMED (hence water flow is a known factor) for over one hundred years.

Although I have informed him otherwise (as to his claimed direction of flow), Mr. Lindsay has dug his feet in and in conclusion states "But I think I have been clear about what the Town's position is". I interpret this to mean that the Town intends to continue use of my property as an unauthorized and illegal detention pond (inverse condemnation).

I am beginning to suspect that Mr. Lindsay's failure to timely address this issue and willfully withhold pertinent information is purposeful. I believe his intimidation of myself and my Civil Engineer is his attempt to allow the clock to run with the intention of running out some statute of limitations or otherwise take away my legal rights. Although I am committed to finding a solution to this problem, the time is approaching that I will have no choice but to protect my legal rights.

As I told Mr. Light, I can simply enforce my easement by pumping water into my neighbors backyard. Is that what the Town wants me to do(he did not think this was a great solution)? The Town of Firestone has an 8' drainage easement in the location in which my natural easement resides. It seems reasonable to utilize the existing easement to properly dispose of my storm water.

I would appreciate your immediate response.

Sincerely,

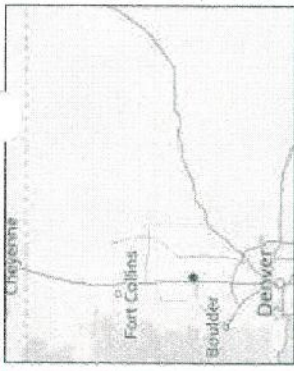
Cevin

Hopp Consulting, LLC
Cevin Hopp, CPA
1002 17th Avenue
Longmont, CO 80501

303-682-9737

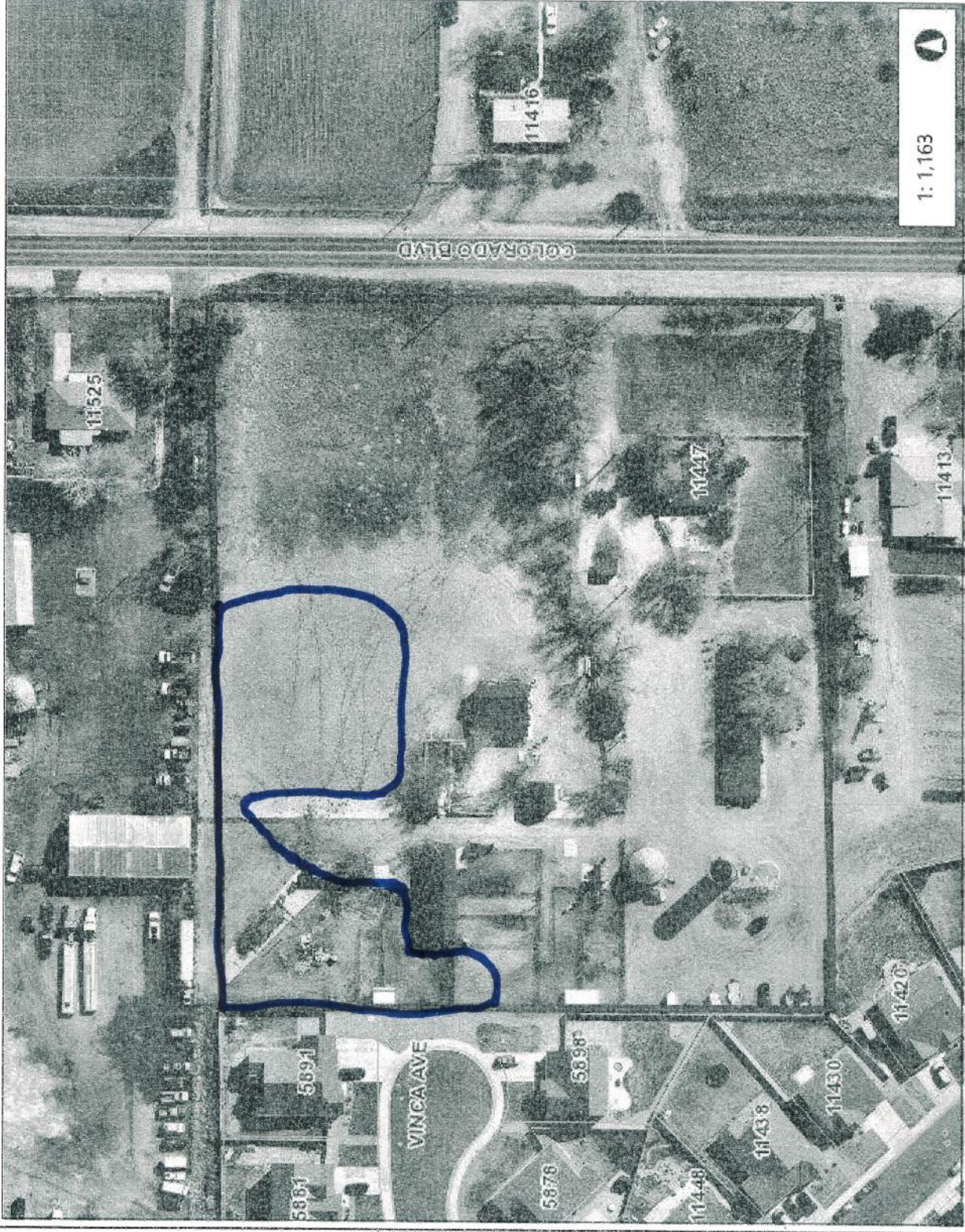
IRS CIRCULAR 230 DISCLOSURE REQUIREMENT: IRS Circular 230 requires us to notify you that any tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding tax penalties that may be imposed by law.

This electronic mail message contains confidential and legally privileged information intended only for the use of the recipient. If the reader of this message is not the intended recipient, the reader is hereby notified that any dissemination, distribution, copying or other use of this message is strictly prohibited and is hereby instructed to notify the sender immediately by return email and destroy this copy of this message.



- Legend
- Parcels
 - Highway
 - County Boundary

Notes



1: 1,163

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

193.9 0 96.95 193.9 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

Exhibit 1

Easement Blockage

Write a description for your map.

Legend

- 11447 Colorado Blvd
- Elegant Images & Photographs
- Settler's Park

Blockage

Exhibit 1

Google Earth

© 2018 Google

400 ft

N

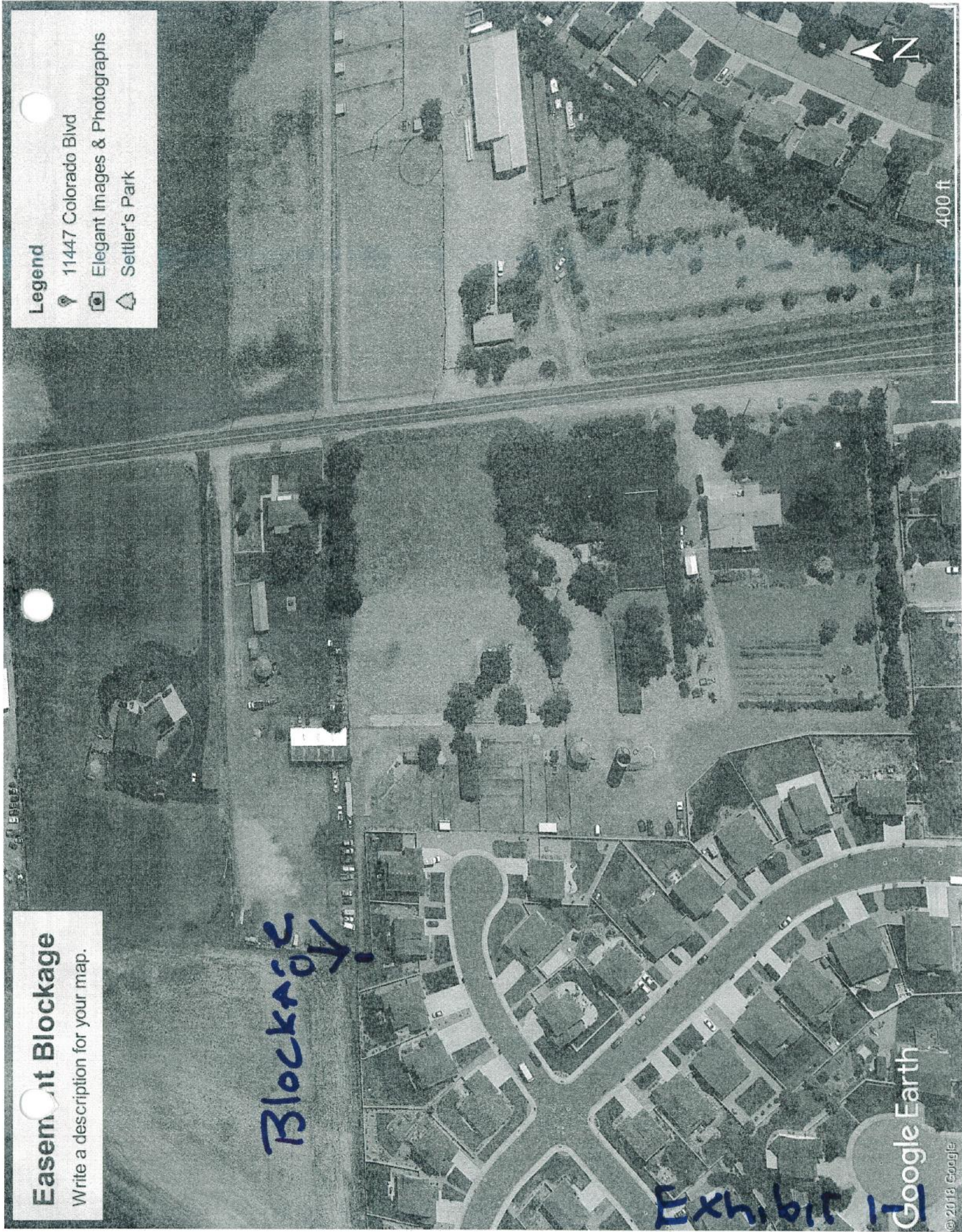




Exhibit 2

DRAINAGE AND GRADING

This site is relatively level with drainage and agricultural grading running from high areas in the south to lower areas in the north and northwest. It is not anticipated that major grading changes are to occur. Drainage is anticipated to continue traveling north with possible detention facilities located in the northwest corner of this site. The downstream impacts are being negotiated with adjacent landowners. In addition, it is the understanding at the time of the ODP that a master drainage study for this area will soon be available which will also be incorporated with the preliminary and/or final drainage designs for this site.

Exhibit 2-2

CEVIN AND MONA HOPP

18320 WAGON TRAIL

MEAD, CO 80542

Home - 970-535-4403
Work - 303-682-9737

July 14, 2014

Wesley LaVanchy
Town Manager
8308 Colorado Blvd., Suite 200
Firestone, CO 80504

David P. Lindsay, PE
Engineer for the Town of Firestone
Colorado Civil Group, Inc.
1413 West 29th Street
Loveland, CO 80538

Via E-Mail and Certified Mail

RE: Negative drainage impacts and related damages to the Hopp Property from adjacent development at Mountain Shadows Subdivision.

Dear Mr. LaVanchy and Mr. Lindsay:

I recently contacted Mr. Lindsay regarding my property and my parent's property located at 11447 and 11413 WCR 13, respectively. I am concerned over recent severe flooding events which have negatively impacted our properties. This is in response to Mr. Lindsay's recent voicemail in which he informed me that in his assessment, all of the Town's requirements had been met by the Developer.

In addition to my inquiry of Mr. Lindsay, I previously contacted the Developer directly, in an attempt to rectify these issues. They never addressed my issues seriously and offered no solutions.

On behalf of my family, as owners of the two parcels of land at 11447 & 11413 Weld County Road 13, Longmont, CO (The "Hopp Property"), we are providing this letter as a "Formal Complaint" to your agency ("Town") and to the various developers of the Mountain Shadows Subdivision ("Developers").

Contrary to previous assurances given to us by the adjacent Developers and by Town officials that the proposed Mountain Shadows Subdivision would not harm our Property, we have recently experienced several severe flooding events and negative impacts due to improper grading, drainage and related improvements recently made by the Developer adjacent to our Property (see flooding pictures attached). As stated, our recent attempts to get help from the Developers and/or the Town Engineers to rectify these damages have

been to no avail. We are now formally notifying you of our issues and concerns as follows:

- A. Our family has owned the above Hopp Property parcels for over one hundred years and originally owned the whole farm (the "Borgmann Farm") that has now become the Mountain Shadows Subdivision property. During those one hundred years of ownership, the Hopp Property parcels have never flooded nor ponded water, as the irrigated fields to the west (now Mountain Shadows) have always drained to the north and northwest (the "Historic Conditions"), as did the specific Hopp Property parcels.

Historically, the farm yards (the "Hopp Property") were higher than the irrigated fields to the west and it was not possible to inherit drainage from west to east. During the initial development (Filing 1 and overlot grading phases), the Developer installed a significant swale or drain, draining to the west, which kept water from flowing onto our property from the south. This issue was not properly addressed on the west side of the "Hopp Property" by the engineers, Town or by the Developer of Filing 2.

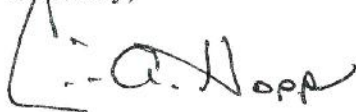
- B. As the Developers are now building Filing 2, they have significantly raised the adjacent grades and are now sending new subdivision drainage water onto our Property rather than to the north and west and into their required detention pond to their west ("new developed drainage flows"). They cannot be allowed to add new developed drainage flows onto our adjacent properties, undetained, and causing erosion and these other damages. The Developers need to provide proper swale or a drainage pipe to keep these flows on their property.
- C. Additionally, the Developers have also added fill dirt to their northeast corner (our northwest corner), which has dammed up our critical historic drainage outfall swale and inadvertently created a "ponding condition" and flood damages on our property. They cannot be allowed to block the conveyance of, nor stop the historically released drainage flows, from our property onto or through their property, thus creating a ponding effect and damages to our property. They have effectively, though likely inadvertently and negligently, placed their detention pond on our property. These impacts have diminished the value and usability of our property. We have the historic right to release our drainage flows to their property as before. They need to re-establish the positive outflow swale or install a new drain pipe to properly accept our flows.
- D. The Town and/or Developers committed to providing all utility systems to our mutual property line at the end of the new Vinca Cul-de-sac, which we have not seen nor received any correspondence about. The Developers and/or Town needs to accomplish and coordinate with us regarding those utility improvements.

- E. The Developers appear to have made last minute changes, with or without the Town's approval, to two Tracts (F & C) immediately adjacent to our northwest corner. These Tracts were not designed as buildable Lots. It appears as though they have added a new lot and House to their previously approved Filing 2 Plat. The changes to both of these Tracts is directly related to the drainage issues we are now contesting. Unresolved ramifications of these changes are likely, at least in part, contribute to the cause of the above problems.
- F. Because of the agricultural nature of our property, we had expressed liability concerns to the Developer regarding limiting access to our property from the newly developed property to the west. Our agreement with the Developer was always that the Developer would construct a fence, similar to the fence utilized in Phase 1, along the west side of our property. It appears as though the Developer has chosen not to honor this agreement as well.

Again, the lack of action toward resolving these important issues has prompted my formal complaint. These impacts must be resolved at the Developer's or Town's expense, or we have to hold the Developer's as well as the Town and any Special Districts accountable. We are certainly willing to coordinate and cooperate with the Developers and the Town to resolve these issues. However, the Developer has chosen to ignore our concerns and we have not seen any diligent action to take proper responsibility and alleviate these negative impacts and conditions.

Thank you for your immediate and diligent help to resolve these matters. Please feel free to contact me on my cell phone - 303-859-0293.

Sincerely,



Cevin Hopp, Owner, Hopp Property

Ch

Photos attached

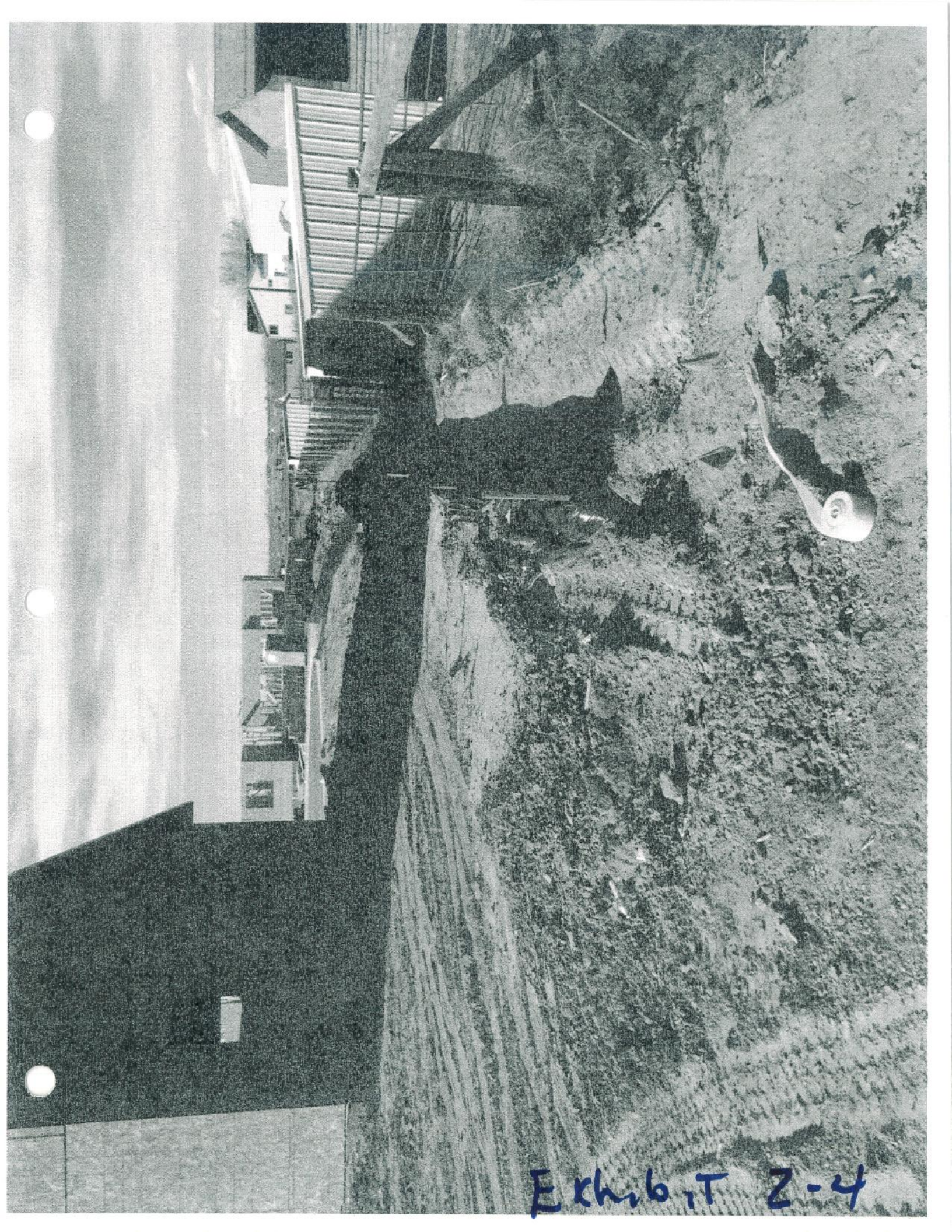


Exhibit Z-4



Exhibit 3



Exhibit 4

Approved



BENCHMARK

ENGINEERING ♦ SURVEYING ♦ PLANNING

CHEYENNE ♦ TORRINGTON

Exhibit 5

Existing Site Conditions

Soil boring and geotechnical investigations indicated an average of 1 foot of topsoil over an average of 8 feet of silty sands. This layer of silty sand sits over additional layers of clayey sands and silty sand & gravel. Groundwater was encountered during geotechnical investigations at depths between 15 and 22 feet. Due to gravel mining in this area, groundwater fluctuations may occur in portions of this site. The average depth of sandy soils (> 40 inches) and the apparent absence of groundwater in these soil layers suggest the use of SCS runoff curve numbers for a type 'A' to type 'B' runoff condition. For this analysis, the runoff condition was assumed closer to a Type 'A' for agricultural lands and undeveloped open space. An average of between an SCS Type 'A' and Type 'B' was used for proposed developed residential areas to allow for a possible change in conditions with the addition of fill material across the top soils layers.

These soil conditions are expected to cause settlement during development with most settlement predicted to occur with the initial compaction activities.

A potential for erosion for unprotected areas exists across this entire site with the need for a complete erosion control plan for the construction and developed site phases of this project.

Current vegetation consists of cut corn-rows on the northwest quarter of this site, fallowed farmland on the northeast and southeast sections, and low native grass in the southern one-third of this site. A feedlot facility exists to the southwest of this site but is not expected to remain in operation in the near future. The feedlot along with other adjacent properties to the west and northwest have been annexed to the Town of Firestone and development for these areas is expected within the next few years. Discussions with surrounding landowners and the Town suggest future development is expected to surround most of this site within 8 years. Other adjacent undeveloped sites are predominantly used for rural residences and agricultural livestock production.

Rural residences are located in adjacent lands to the northeast of this site. Adjacent developing subdivisions, currently under construction, are located directly east, across Colorado Boulevard, and directly south, across Firestone Boulevard. These developments are both expected to contain over 500 single family residences with some multi-family and commercial areas.

A lateral of the Godding Irrigation Ditch enters this site from the southeast and terminates within this site. It is the understanding at the time of this report through discussions with the Godding Ditch Company and the current landowners that there are no downstream users of this irrigation ditch from this site. A portion of tailwater from this lateral is channeled to a local depression in the southwest section of this site. The remaining

Exhibit 5-1

Developed Site Drainage

The final site drainage plan incorporates all three (3) proposed phases of development. The primary plan is to route a majority of developed site stormwater runoff to a detention facility in the northwest corner of the site. Areas of the southern portion of the site will discharge stormwater runoff to the Firestone Boulevard Diversion Channel currently under construction by the Town of Firestone. Other areas that will continue to discharge runoff off-site are limited to areas along the northern and northeastern property boundary. The proposed stormwater management plan will limit runoff rates to historic 10 and 100 year rates for this site. Each phase of the stormwater management plan is discussed below in detail.

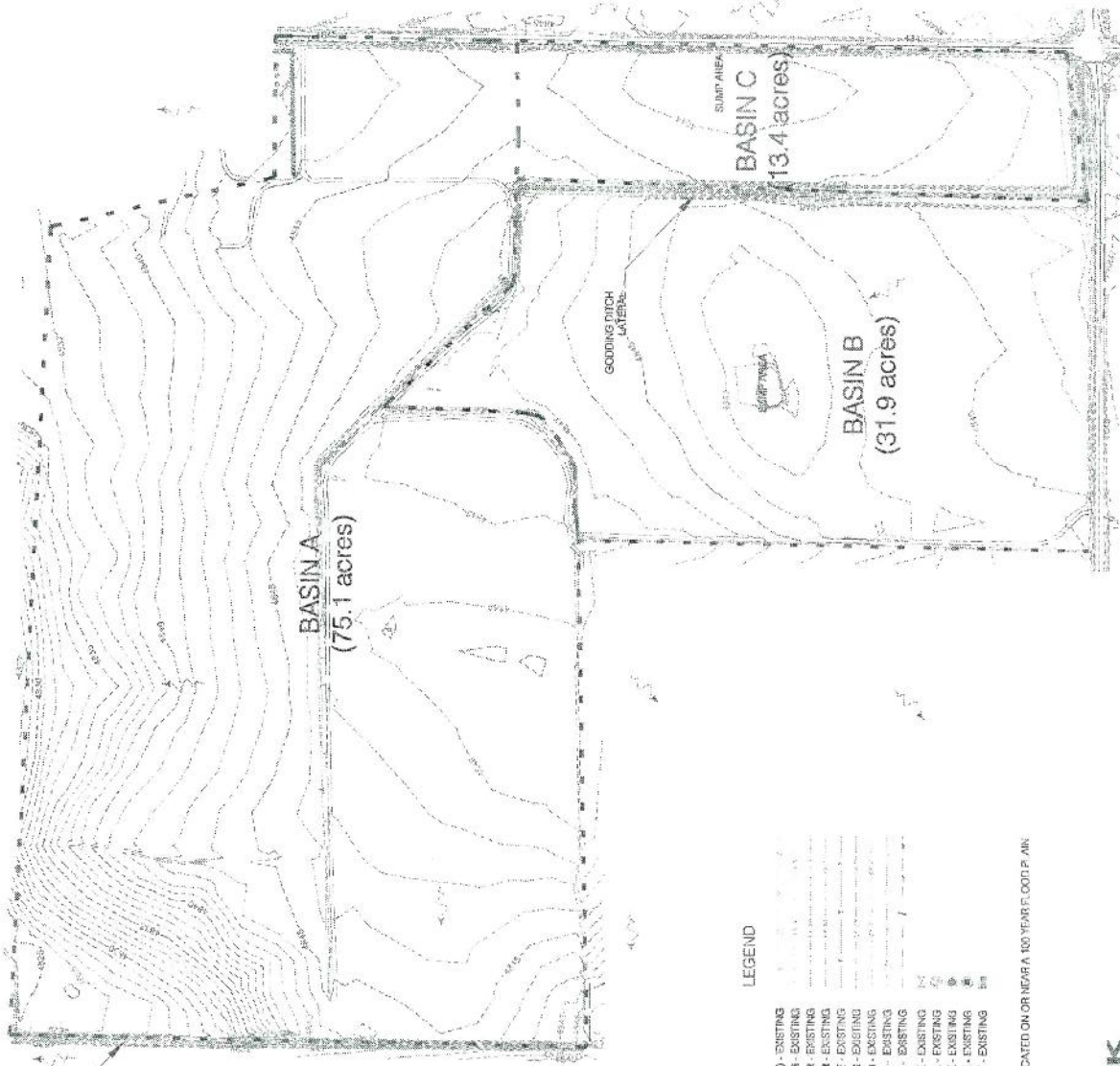
Phase I includes the development of the residential areas of Filing No. 1 along with park and detention facilities. Stormwater routing is proposed by curb and gutter, a storm sewer network, and drainage swales to the respective outfall area. The proposed storm sewer network begins near the intersection of Coal Ridge Street along Oak Meadows Boulevard and continues north to a temporary drainage swale through undeveloped areas of Filing No. 2. A full detention area for both Filing No. 1 and Filing No. 2 will be constructed in a park area and is discussed in detail under **Design Point 4**. The proposed detention area will discharge to the mentioned Tri-Town Drainage Channel which is adjacent to this facility.

Phase II will complete the residential areas of Filing No. 2. This area will also complete storm sewer facilities connecting Filing No. 1 areas to the detention area.

Phase III will include future commercial area tracts which will discharge runoff to the Firestone Boulevard Diversion Channel which runs through the commercial area. In Phase I, temporary drainage swales will be constructed to the Firestone Boulevard Diversion Channel to convey stormwater runoff from this area and a portion of the residential development of Filing No. 1. This interim measure is to remove an existing sump conditions in this area and prevent any nuisance ponding of stormwater adjacent to the residential areas. This area is discussed in detail under **Design Point 6**. A preliminary drainage plan for the final developed commercial area is discussed under **Design Point 8**.

Adjacent existing rural residential areas are located along the northeast corner of this site that were included with the annexation but not with the current development plan. These lots are not proposed to share any detention or storm sewer facilities within this proposed drainage plan.

EXISTING DRAINAGE
CHANNEL



LEGEND

- FRIDGE DAM - EXISTING
- WATER - EXISTING
- SANITARY SEWER - EXISTING
- STORM SEWER - EXISTING
- TEL. LINE - EXISTING
- OVERHEAD POWER - EXISTING
- UNDERGROUND POWER - EXISTING
- GAS - EXISTING
- ROADWAYS - EXISTING
- WATER VALVE - EXISTING
- WATER WELL - EXISTING
- SANITARY MANHOLE - EXISTING
- STORM MANHOLE - EXISTING
- STORM INLET - EXISTING

NOTE: SITE IS NOT LOCATED ON OR NEAR A 100 YEAR FLOOD PLAIN



SBUH Historic Release
Hydrograph
Release Rates Based on a 2-Hour
Rainfall Event

100 yr.	38.0 cfs
10 yr.	7.1 cfs
2 yr.	< 1.0 cfs

FIGURE 3
EXISTING DRAINAGE BASINS
MOUNTAIN SHADOWS SUBDIVISION
FIRESTONE, COLORADO

Exhibit 6

Cevin Hopp

From: David Lindsay <dlindsay@ccginc.us>
Sent: Friday, September 11, 2015 4:48 PM
To: Cevin Hopp
Subject: re: Mountain Shadows Drainage
Attachments: Mountain Shadows Pre-Development Topo.pdf

Good afternoon Cevin. Thank you again for meeting with me this morning. I know we aren't there yet but I hope we are close. I wanted to follow up a couple of items from our meeting.

Attached is the pre-development grading that was in the preliminary drainage report Bailey Dotson's group prepared when they first started into our process in 2001. I can't remember if I had sent this to you previously. You can see from this there had been some runoff that drained to the farmhouse site and corrals, most of which has been eliminated. The other thing this would indicate is that the runoff should have continued north or northwest but it looks like improvements/changes to the Hall-Irwin Property and to the property immediately to your north have contributed to cutting you off. I can certainly work with Hall-Irwin to ensure that their mine reclamation restores that original topography and give a better path. I can also work with them to maybe even install a channel on their side of the fence to get all of that runoff down to the creek rather than into their pit. Please consider this information too as you work through this.

Also, I did check the construction plans and we have an 8" waterline stubbed for your property from that cul-de-sac and also from Columbine Street to the south. Sewer was not stubbed out at the cul-de-sac (I assume because it was not deep enough). However, sewer is stubbed out for you on Columbine Street to the south. Despite this drainage snafu we do have you pretty well set up for future development with water, sewer, and access.

We would like to get your approval on the plan to install the channel across the Mountain Shadows lots as soon as possible before we get a bunch of people moving in back there. I know there are other issues you are considering too and we want to be as accommodating as possible but as I indicated, we need to be fair to both you and to the developer. Please get back in touch with me as soon as you have had a chance to think all of this through and can let me know what you might be looking for.

David B. Lindsay, PE
President
Colorado Civil Group, Inc.
1413 West 29th Street
Loveland, CO 80538
970.278.0029 ext. 108
970.290.1092 (cell)



MINERALS PROGRAM INSPECTION REPORT
PHONE: (303) 866-3567

The Division of Reclamation, Mining and Safety has conducted an inspection of the mining operation noted below. This report documents observations concerning compliance with the terms of the permit and applicable rules and regulations of the Mined Land Reclamation Board.

MINE NAME: The Shores	MINE/PROSPECTING ID#: M-1998-013	MINERAL: Sand and gravel	COUNTY: Weld
INSPECTION TYPE: Monitoring	INSPECTOR(S): Eric C. Scott	INSP. DATE: November 6, 2018	INSP. TIME: 13:30
OPERATOR: Bestway Concrete Company	OPERATOR REPRESENTATIVE: Mark Johnson	TYPE OF OPERATION: 112c - Construction Regular Operation	
REASON FOR INSPECTION: Citizen Complaint	BOND CALCULATION TYPE: None	BOND AMOUNT: \$889,177.00	
DATE OF COMPLAINT: NA	POST INSP. CONTACTS: None	JOINT INSP. AGENCY: None	
WEATHER: Windy	INSPECTOR'S SIGNATURE: 	SIGNATURE DATE: November 13, 2018	

The following inspection topics were identified as having Problems or Possible Violations. OPERATORS SHOULD READ THE FOLLOWING PAGES CAREFULLY IN ORDER TO ASSURE COMPLIANCE WITH THE TERMS OF THE PERMIT AND APPLICABLE RULES AND REGULATIONS. If a Possible Violation is indicated, you will be notified under separate cover as to when the Mined Land Reclamation Board will consider possible enforcement action.

INSPECTION TOPIC: Backfilling & Grading

PROBLEM/POSSIBLE VIOLATION: Problem: Operator will need to remove any obstructions (minor loose soil mounding/excessive dead vegetation) along the south and east boundaries of the "Cell D" area to allow diffuse surface water flows, if present, to move unimpeded from adjacent properties.

CORRECTIVE ACTION DUE DATE: 11/30/18

EXHIBIT 7A

OBSERVATIONS

This inspection was conducted by Eric Scott of DRMS as a result of a citizen complaint submitted to DRMS on October 30, 2018. The complaint letter received from Mr. Cevin Hopp of 11447 Colorado Blvd. alleges that the mining reclamation activity taking place at a nearby site, an operation referred to as The Shores and operated by Bestway Concrete Company, has resulted in impacts to his property's historic surface water drainage and caused water to back up onto the property during heavy precipitation events. The letter also states that Mr. Hopp has expressed his concerns regarding this issue to the Town of Firestone's City Planner, David Lindsay in July of 2015. This report summarizes the observations made by DRMS during the inspection as well as all additional information made available to DRMS with respect to this issue to-date.

DRMS began the inspection by meeting with Mark Johnson of Bestway (permittee) and Brett Hall (property owner) and examining the grading of the site around the south and east sides of "Cell D", which is the area of the permit nearest to Mr. Hopp's property. DRMS did not observe any obvious/serious grading issues that would impede the flow of surface water from adjacent areas to the south and east onto the mine property. In some localized areas there was a small ridge of loose soil left by the reclamation grading along the permit boundary, and some excessive dead vegetation (see photos 1-3). DRMS will require that the permittee correct this problem.

DRMS observed that there is a new residential subdivision located to the west of the Hopp property that was constructed in 2014-2015. This subdivision was filled and elevated approximately 4-5 feet higher than the pre-existing grade in the area (see attached figures and photos). This new construction will prevent any surface drainage from the Hopp property from flowing to the west.

DRMS then met with property owner Cevin Hopp and his consultant Dan Burkhardt. Mr Hopp allowed DRMS to observe his property, (see attached photos 4-6), and related his experiences to-date.

Mr. Hopp acknowledged that the development of the residential sub-division immediately west of his property, which was filled to a level approximately 4-5 feet above the original grade (see attached photo 4), was likely the primary reason for the drainage issues he has been experiencing. DRMS observed that due to the subdivision fill, not only can surface runoff no longer flow westward from the Hopp property, the surface runoff from the east edge of this subdivision will now shed onto the Hopp property, and likely contributes to his drainage issues.

It was also observed that there is a low-lying area (ownership unknown) that extends from the northwest corner of the Hopp property toward the permit area, and lies between the new subdivision to the south and the adjacent property to the north (see attached figures). Mr. Hopp stated that, historically, surface water from the west side of his property would flow northwest into this lower area where it would then diffuse west into the area now occupied by the subdivision, and eventually north onto the permit property and toward the river. DRMS observed that this low area had been additionally excavated to a depth of approximately two feet below the surrounding areas to the north, south, and west. Mr. Hopp has excavated this area in an attempt to facilitate surface drainage from his property. This excavated area will still collect water that flows to the northwest corner of the Hopp property, but because it is now lower than the surrounding areas, and due to the fill/buildup of the adjacent subdivision to the south and west, the water cannot escape and will pool back into the Hopp property. The northwest corner of this low lying/excavated area adjoins the mine permit area at the very southeast corner of Cell D (see attached figures).

Exh. b.7 7A

Although DRMS acknowledges that Mr. Hopp is likely experiencing surface drainage issues during large storm events, at this time, it is not the Division's belief that the nearby mine is a contributing factor. Rather, it appears that removal of the westward historic surface drainage flow path at the NW corner of property due to the elevated fill and construction of the adjacent subdivision, and additional excavation of the low lying area at the northwest corner of the Hopper property to capture surface runoff, are the primary reasons for the issues Mr. Hopp has observed.

PHOTOGRAPHS

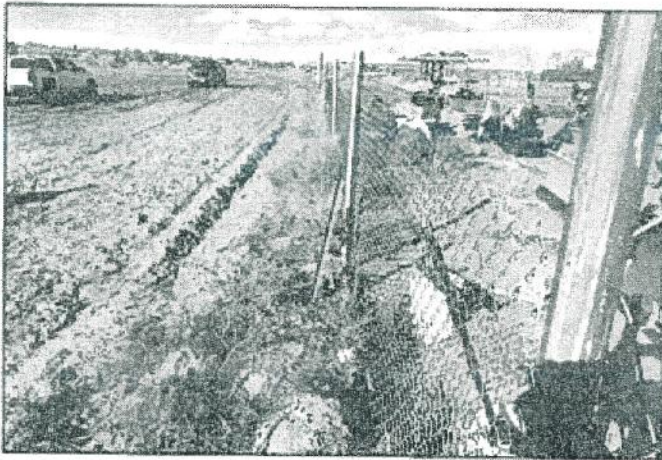


Photo 1 – SE corner of Cell D looking north.

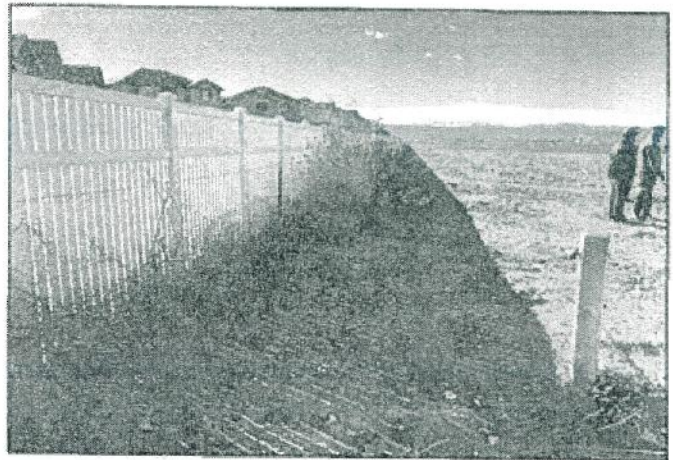


Photo 2 – SE corner of Cell D looking west.

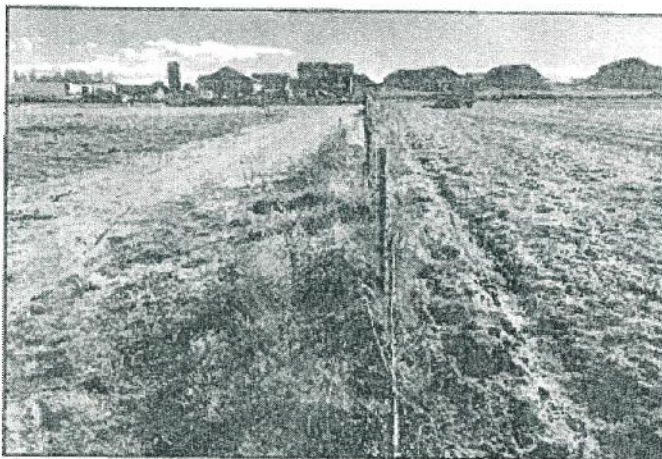


Photo 3 – west boundary of Cell D looking south.

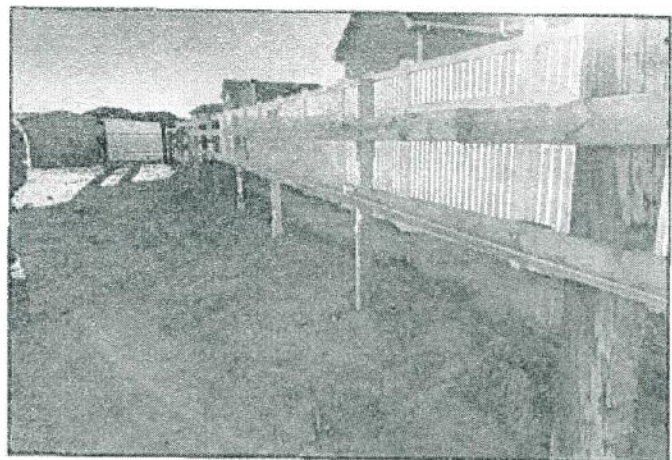


Photo 4 – NW corner of Hopp property looking south. Note elevation of homes and slope in new subdivision.



Photo 5 – low area at NW corner of Hopp property. Fill and excavation at west end prevents water from draining.

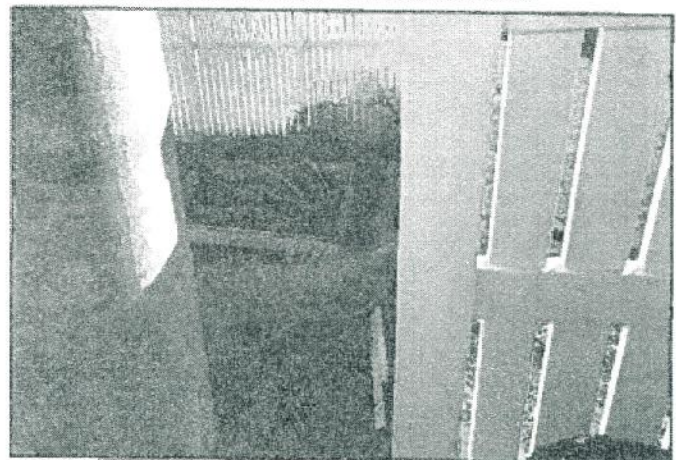


Photo 6 – West end of low area at NW corner of Hopp property. Note excavation/fill at west end prevents water from draining.

GENERAL INSPECTION TOPICS

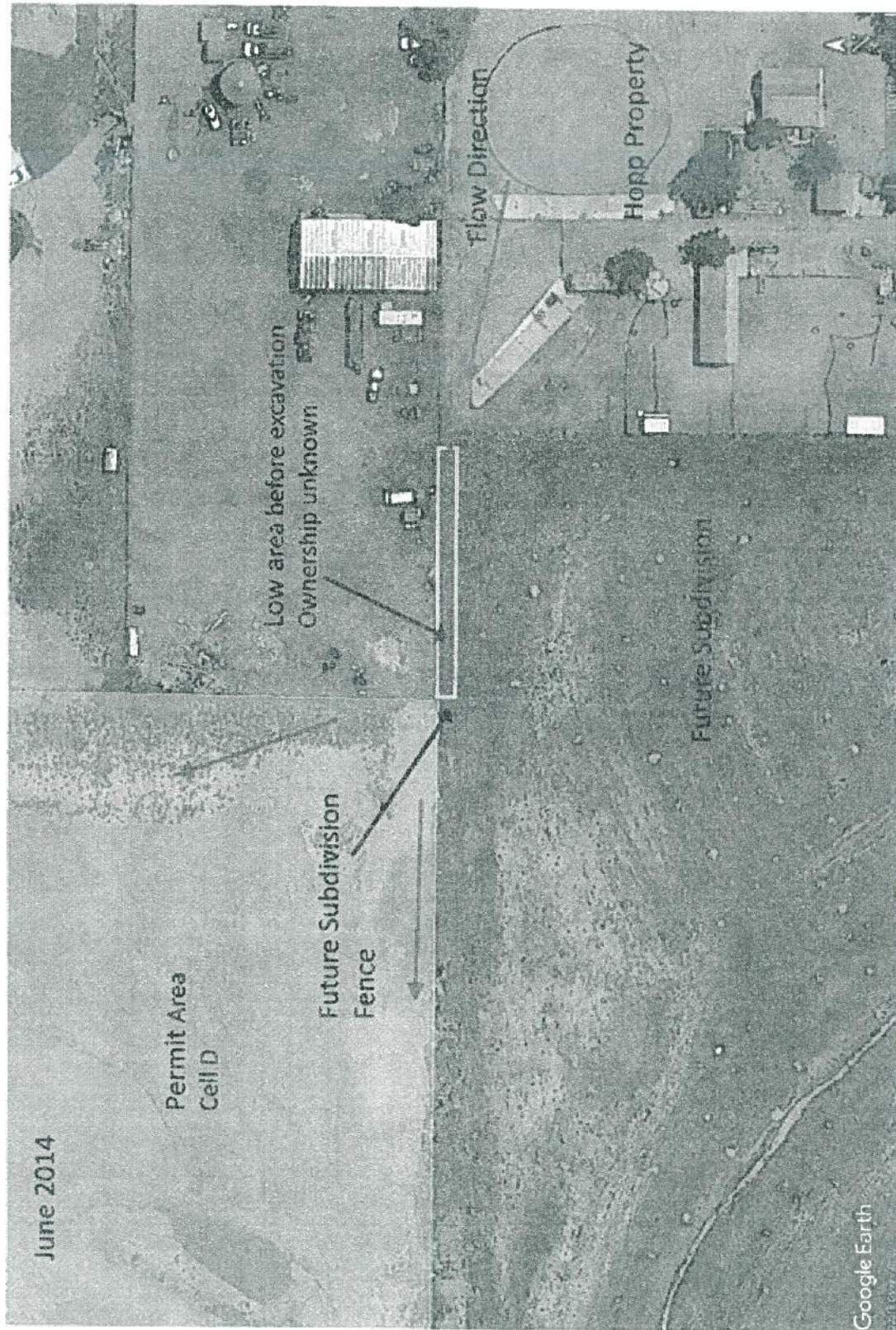
The following list identifies the environmental and permit parameters inspected and gives a categorical evaluation of each

(AR) RECORDS-----	<u>Y</u>	(FN) FINANCIAL WARRANTY-----	<u>NA</u>	(RD) ROADS-----	<u>NA</u>
(HB) HYDROLOGIC BALANCE-----	<u>Y</u>	(BG) BACKFILL & GRADING-----	<u>PB</u>	(EX) EXPLOSIVES-----	<u>NA</u>
(PW) PROCESSING WASTE/TAILING----	<u>NA</u>	(SF) PROCESSING FACILITIES-----	<u>NA</u>	(TS) TOPSOIL-----	<u>NA</u>
(MP) GENL MINE PLAN COMPLIANCE-	<u>NA</u>	(FW) FISH & WILDLIFE-----	<u>NA</u>	(RV) REVEGETATION----	<u>NA</u>
(SM) SIGNS AND MARKERS-----	<u>NA</u>	(SP) STORM WATER MGT PLAN----	<u>NA</u>	(RS) RECL PLAN/COMP--	<u>NA</u>
(ES) OVERBURDEN/DEV. WASTE-----	<u>NA</u>	(SC) EROSION/SEDIMENTATION--	<u>NA</u>	(ST) STIPULATIONS-----	<u>NA</u>
(AT) ACID OR TOXIC MATERIALS-----	<u>NA</u>	(OD) OFF-SITE DAMAGE-----	<u>NA</u>		

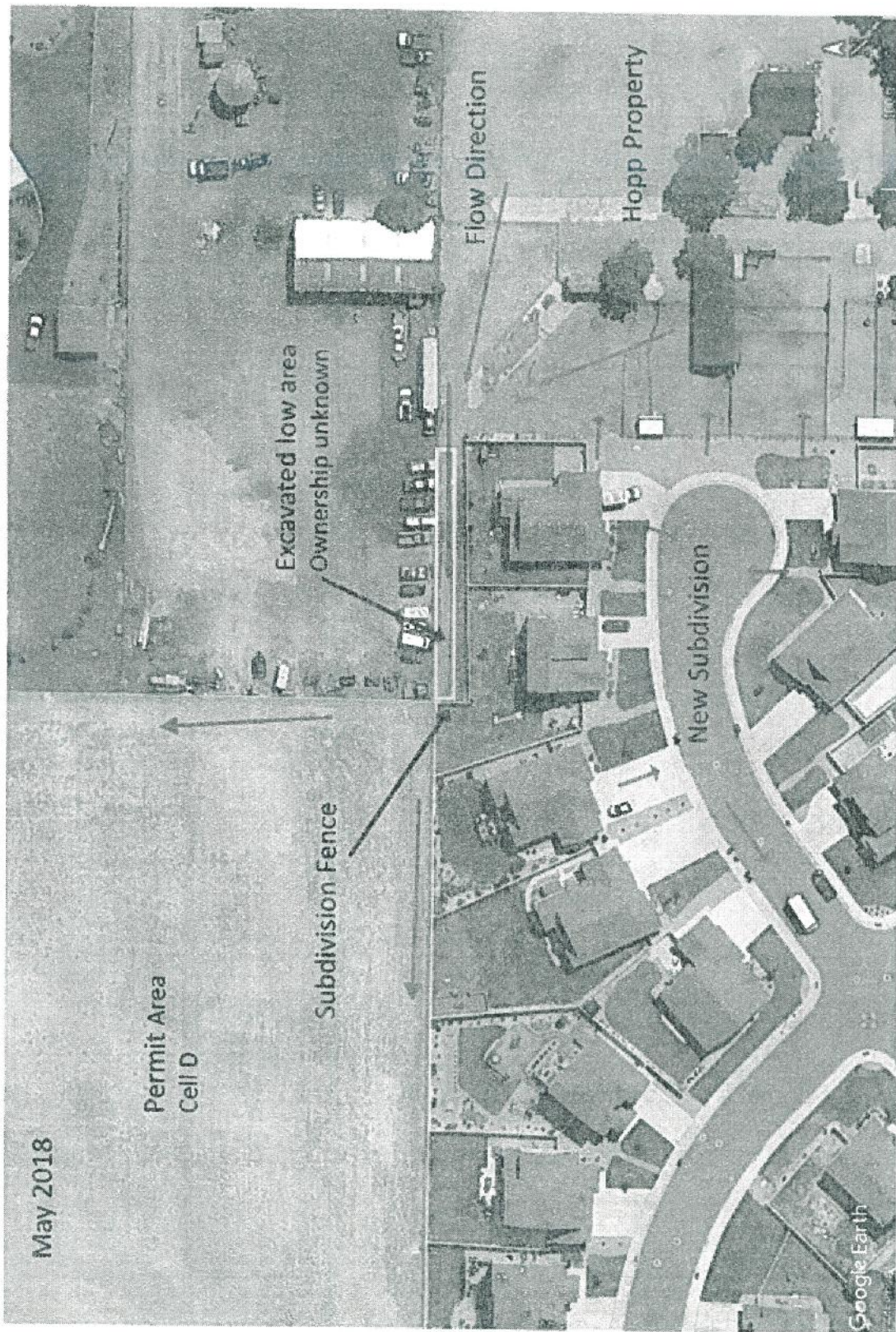
Y = Inspected and found in compliance / N = Not inspected / NA = Not applicable to this operation / PB = Problem cited / PV = Possible violation cited

Inspection Contact Address

Mark Johnson
Bestway Concrete Company
301 Centennial Dr.
Milliken, CO 80543



Exh. b.1 T 7A



Exh. b. T 7A

10-06-

Write a description for your map.

Legend

11447 Colorado Blvd

11447 Colorado Blvd

Google Earth

EXHIBIT TB

500 ft

N

10-09-10

Write a description for your map.

Legend

11447 Colorado Blvd

11447 Colorado Blvd

Google Earth

500 ft

EXHIBIT 7C

02-08-10

Write a description for your map.

Legend

11447 Colorado Blvd

11447 Colorado Blvd

Google Earth

EXHIBIT 1

500 ft

N

J3 Engineering Consultants, Inc.
3151 S. Vaughn Way, Suite 680
Aurora, CO 80014-3517

September 16, 2005

Mr. Kevin Ash, P.E.
TST, Inc.
748 Whalers Way, Building D
Fort Collins, CO 80525

RE: Colorado Blvd -- Drainage Issues

Dear Kevin,

J3 Engineering Consultants, Inc. is providing this letter discussing the drainage issues associated with existing CR 13 and the proposed remediation concept and conformance to the Town of Firestone design standards and to the original drainage concept created by Benchmark Engineering. The purpose of this letter is to provide a guide to the Town of Firestone and the Developer to use for the planning and final design of drainage facilities for the referenced area. Please refer to the Drainage Improvement Plans for Weld County Road

The Mountain Shadows property is located in the southeast quarter of Section 1, Township 2 North, Range 68 West of the 6th Principal Meridian, Town of Firestone, Weld County, Colorado. The adjacent roadways to the project Site are Colorado Boulevard (County Road 13) and Firestone Boulevard (County Road 24).

Lakey Issue:

The area includes the regrading of the existing swales in Tract B and the small portion of the Lakey Parcel and the existing berm to direct runoff to the existing swale on the eastern right-of-way of Colorado Blvd. As identified in the Final Drainage Report (FDR) Oak Meadows Filing No. 1, soils within the project area are consistent with the characteristics of Hydrologic Soil Group B.

Drainage Concept Summary:

The drainage functionality for the Site as it operates in the current condition is of concern to Neumann Homes and the Town of Firestone. It was determined that regrading the swale to improve positive drainage patterns was required.

Sub-Basin A1 was identified to quantify the peak runoff in the 2-, 10-, and 100-year events and is approximately 1.19 acres in size. Runoff from this sub-basin will sheet flow to the existing roadside ditches for conveyance north to the proposed swale within Tract B. Runoff captured in the proposed and existing roadside ditch will be conveyed to north adjacent to Lakey's property and will discharge in the existing roadside ditch. The regrade is proposed to improve existing drainage patterns and is an effort to help protect the Lakey property. Anticipated runoff at DP A1 for the 2-year and 100-year events of 1.0 and 4.5 cfs, respectively have been used to size the proposed swale cross sections, see provided calculations.

Exhibit 8

Hopp Issue:

The area includes the regrading of the existing swales in Tract D and Tract E and the installation of a private storm inlet and pipe system which will connect to the existing storm line in Mountain Shadows Boulevard adjacent to the Filing No. 1 and Filing No. 2 boundary. As identified in the Final Drainage Report (FDR) prepared by Benchmark, soils within the project area are consistent with the characteristics of Hydrologic Soil Group B.

Drainage Concept Summary:

The drainage functionality for the Site as it operates in the current condition is of concern to Neumann Homes and the Town of Firestone. It was determined that regrading the existing swale to improve positive drainage patterns was required.

Sub-Basin C1 was identified to quantify the peak runoff in the 2- and 100-year events and is approximately 2.01 acres in size. Runoff from this sub-basin will sheet flow to the proposed regraded roadside ditch for conveyance north. Runoff captured in the proposed roadside ditch will be conveyed to the existing 14"x23" HERCP under Mountain Shadow Blvd. The regrade is proposed to improve existing drainage patterns and is an effort to help reduce and possibly eliminate ponding runoff within Tract E. Anticipated runoff at DP C1 for the 2-year and 100-year events are 1.8 and 5.0 cfs, respectively. The 100-yr runoff has been used to size the proposed swale cross sections, see provided calculations.

Sub-Basin C2 consists of rear lot drainage and the western half section of Colorado Blvd from the Mountain Shadows Blvd intersection to the northern Mountain Shadows Filing No. 1 shared property boundary with the Hopp's parcel. Sub-Basin C2 is approximately 0.61 acres in size. Runoff from this sub-basin and conveyed runoff from sub-basin C1 will be captured by a proposed, private storm sewer inlet located within Tract D adjacent to the property boundary. Runoff captured in the proposed inlet will be conveyed west in the proposed, private HDPE storm sewer system to the existing RCP storm sewer system located in Mountain Shadows Blvd. The proposed private storm sewer system will be constructed in the rear of Lots 1, Block 3 and a portion within the Hopp's property. The final alignment of the private storm sewer system will be determined based on field conditions. Neumann Homes of Colorado has reached an agreement with Mr. Hopp to allow for the construction and maintenance of the proposed storm sewer system. The total anticipated runoff at DP C2 (including the routed flow from DP C1) for the 2-year and 100-year events are 2.3 and 6.2 cfs, respectively. The 100-yr event has been used to size the proposed swale cross sections, the proposed inlet size and the storm sewer size and material type, see provided calculations.

Vara Issue:

The area includes the regrading of the existing swales in Tract F to direct runoff into the existing storm sewer system adjacent to Lot 14 under Colorado Blvd and ultimately to Chris Varra's parcel. As identified in the Final Drainage Report (FDR) prepared by Benchmark, soils within the project area are consistent with the characteristics of Hydrologic Soil Group B.

Drainage Concept Summary:

The drainage functionality for the Site as it operates in the current condition is of major concern to Neumann Homes and the Town of Firestone. It was determined that regrading the swale to improve positive drainage patterns was required.

Sub-Basin C1 was identified to quantify the peak runoff in the 2-, 10-, and 100-year events and is approximately 2.17 acres in size. Runoff from this sub-basin will sheet flow to private grass lined drainage swales at the sideyards for the adjacent homes for conveyance to the proposed swale within Tract F. Runoff captured in the proposed swales will be conveyed to the existing flared end section and storm sewer pipe east of Lot 14.

J3 Engineering Consultants, Inc.
3151 S. Vaughn Way, Suite 680
Aurora, CO 80014-3517

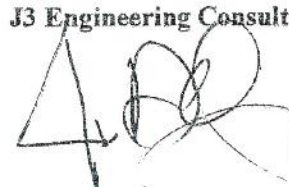
Anticipated runoff at DP 20C for the 2-year and 100-year events slightly increased from calculated runoff within the FDR. This increase occurred due to the correction of the time of concentration and the composite impervious calculations. However, the overall intent/concept for sub-basin C20 is consistent with that presented with the approved Final Drainage Report for Filing No. 1.

According to conversations with the Town of Firestone, the existing agreement regarding stormwater with Mr. Varra sized the stormsewer system which accumulated runoff from Sub-Basin C1 is proposed to discharge to. The agreement originally allowed for an approximate peak runoff amount of 55.4 cfs discharging to the Varra system from the King Soopers Site. The Town of Firestone in subsequent final drainage reports and construction of the King Soopers was able to redirect the runoff thus providing additional capacity under the agreement. The anticipated 100-year (major) storm event peak runoff for Sub-Basin C1 is 7.1 cfs, considerably less than the original agreement amount.

In conclusion the drainage concept for the Site generally improves the flow characteristics and will help reduce the occurrences of ponding and slow draining runoff. This concept is in general conformance with design requirements of the Town of Firestone and design intent of the approved Colorado Blvd Construction Plans and associated Final Drainage Reports, prepared by Benchmark Engineers. Please contact me upon review of this letter and attached calculations should you have any questions, concerns or should you require further clarification.

Respectfully Submitted,

J3 Engineering Consultants, Inc.



Jason D. Margraf, P.E.
Principal



Cc. Neumann Homes of Colorado, File

Exhibit 8

Cevin Hopp

From: Wes LaVanchy <WLaVanchy@firestoneco.gov>
Sent: Friday, August 7, 2015 11:58 AM
To: Dave Lindsay
Cc: Cevin Hopp
Subject: Re: Mountain Shadows Drainage

Thank you Dave

Wes Lavanchy

On Aug 5, 2015, at 9:50 AM, David Lindsay <dlindsay@ccginc.us> wrote:

Good morning Cevin. I met with the developer and their engineer last week at the site and we discussed in more detail the issues and potential solutions. I got an e-mail last night and am 90% sure we have solution. I am waiting for the engineer to confirm some figures for me. Once I have that I will contact you to discuss and we can arrange a site visit to follow up. Once everyone is in general agreement I will have them proceed with the changes.

More details should be coming in the next couple of days. Finish line is in sight here and we appreciate your patience Cevin. Please feel free to contact me if you need anything in the meantime.

David B. Lindsay, PE
President
Colorado Civil Group, Inc.
1413 West 29th Street
Loveland, CO 80538
970.278.0029 ext. 108
970.290.1092 (cell)

Cevin Hopp

From: Cevin Hopp
Sent: Saturday, September 12, 2015 9:21 AM
To: Dan Burkhardt
Subject: FW: Mountain Shadows Drainage
Attachments: Mountain Shadows Pre-Development Topo.pdf

Dan:

Follow-up from Dave Lindsey.

Cevin

Hopp Consulting, LLC
Cevin Hopp, CPA
1002 17th Avenue
Longmont, CO 80501

303-682-9737

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From: David Lindsay [mailto:dlindsay@ccginc.us]
Sent: Friday, September 11, 2015 4:48 PM
To: Cevin Hopp
Subject: re: Mountain Shadows Drainage

Good afternoon Cevin. Thank you again for meeting with me this morning. I know we aren't there yet but I hope we are close. I wanted to follow up a couple of items from our meeting.

Attached is the pre-development grading that was in the preliminary drainage report Bailey Dotson's group prepared when they first started into our process in 2001. I can't remember if I had sent this to you previously. You can see from this there had been some runoff that drained to the farmhouse site and corrals, most of which has been eliminated. The other thing this would indicate is that the runoff should have continued north or northwest but it looks like improvements/changes to the Hall-Irwin Property and to the property immediately to your north have contributed to cutting you off. I can certainly work with Hall-Irwin to ensure that their mine reclamation restores that original topography and give a better path. I can also work with them to maybe even install a channel on their side of the fence to get all of that runoff down to the creek rather than into their pit. Please consider this information too as you work through this.

Also, I did check the construction plans and we have an 8" waterline stubbed for your property from that cul-de-sac and also from Columbine Street to the south. Sewer was not stubbed out at the cul-de-sac (I assume because it was not deep enough). However, sewer is stubbed out for you on Columbine Street to the south. Despite this drainage snafu we do have you pretty well set up for future development with water, sewer, and access.

We would like to get your approval on the plan to install the channel across the Mountain Shadows lots as soon as possible before we get a bunch of people moving in back there. I know there are other issues you are considering too and we want to be as accommodating as possible but as I indicated, we need to be fair to both you and to the developer. Please get back in touch with me as soon as you have had a chance to think all of this through and can let me know what you might be looking for.

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Cevin Hopp

From: David Lindsay <dlindsay@ccginc.us>
Sent: Tuesday, September 15, 2015 9:49 AM
To: Cevin Hopp
Subject: RE: Mountain Shadows Drainage

Good morning Kevin. Sorry I was not able to get back with you yesterday but it was another full day of meetings. I have some budget deadlines I am working on today but wanted to thank you for your comments below. These insights are helpful. I am not disputing what you are saying but the aerial topo that we have for this property, which was pre-development, does not show that diversion. That topo and the drainage patterns it represents is what the original designs, and the designs for this phase of the development were all based on.

I am not defending this developer or what has happened because clearly there have been mistakes. They have come up with a plan to install a swale that will remove the obstacle and allow your property to drain again. In the future, I am still going to have to work with HI to get a more permanent corridor and conveyance and will be discussing this at my next meeting with them. I can't ask the developer to simply stop all of the runoff that comes off the subdivision from coming across your property. Given that, I would ask again for you to tell me what we can do to bring this to some resolution.

I apologize for being tied up again today but would be available to talk tomorrow if you would prefer to stop typing (I talk much faster than I type). And can you send me Dan's contact information as well. I am not going to reach out to him but I was just wanting know who I was talking too. He seemed like a really nice guy and also really familiar to me but I can place him.

Javid B. Lindsay, PE
President
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From: Cevin Hopp [mailto:cevin@hoppconsulting.com]
Sent: Monday, September 14, 2015 10:11 AM
To: David Lindsay
Subject: RE: Mountain Shadows Drainage

Dave:

Thank you for taking the time to meet with me and I appreciate you answering Dan's questions. It is important for me to have Dan's assistance as I definitely do not have the knowledge to understand everything that you are telling me.

I would like to express my opposition to your claim that improvements on the Hall-Irwin property have affected the runoff from my property or from the recently developed property. The lane that was along the North fence line was used to run cattle on a daily basis from the pasture to the west to the corrals. A drainage ditch along the North side of the field (hence, the south side of the lane) prevented any water from entering or crossing the lane. My grandfather was specially watchful of this process and my father remembers one time when Allan Mann allowed his waste water to breach the lane. He raised hell with him because the sandy conditions make it especially difficult to repair.

This lane, although appearing to be on what is now the Hall-Irwin property, was actually in the triangle that was acquired by Borgmann via adverse possession. It was directly on the south side of the fence (not the original property line) for over one hundred years. Drainage never crossed the fence line on to what is now the Hall-Irwin property. That puts the drainage in in the back yards of the homes to the west of my property (excluding the first two homes that did not extend into the triangle). It seems to me that you are again pushing issues that the current developer failed to understand and properly plan for to the adjacent land owner (Hall-Irwin) with whom has no historical obligation to do so.

As to my location, my tenant is very concerned over the prospect of a swale inside the corral. This would require moving the sheds to a different location along with taking down fences and re-installing. Additionally, a swale inside the corral provides a huge potential for injury as the animals migrate towards the fence while the neighbors are inappropriately feeding them. Additionally, the sandy soil combined with Percheron hooves that are as large as a dinner plate will mean continued maintenance as the swale naturally gets filled back in. This clearly is not a good solution.

I understand that you feel that the newly inherited drainage to both my property and my father's property is minimal. I would comment that the flow is likely larger than your calculations show due to the fact that the "as engineered" is not being followed. You did witness where at least one homeowner circumvented the designed drainage and is dumping it directly on my property.

It was my understanding that sewer was to be stubbed in the cul-de-sac. It is my understanding that in order to develop my property, I now have to either extend the sewer, at great cost, through property that I neither control nor have an easement or I will have to bore under what is going to be a major street. This was not my understanding.

It sure looks like Journey is performing a blow and go and now wants out from under it.

Cevin

Hopp Consulting, LLC
Cevin Hopp, CPA
1002 17th Avenue
Longmont, CO 80501

303-682-9737

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Cevin Hopp

rom: David Lindsay <dlindsay@ccginc.us>
Sent: Monday, July 2, 2018 4:39 PM
To: Jose Ramirez; Tracy Case
Cc: Cevin Hopp
Subject: RE: 309-3 - Severe Drainage Issues at Parcel 131301400055 - JCC PROPERTIES LLC

Jose, I am sympathetic to the problem and have worked with Cevin in the past try and provide some relief but please understand, the Town can't take ownership of a problem that is not the Towns and I don't appreciate your accusation that the Town did anything wrong here. The Town acted on the information that was provided to us. If that information was in error you need to take that up with party that made the error.

David B. Lindsay, PE
President
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5110 Granite Street, Unit D
Loveland, CO 80538
970.278.0029 ext. 108
970.290.1092 (cell)

From: Jose Ramirez <jose@rockyridgecivil.com>
Sent: Monday, July 02, 2018 3:25 PM
To: David Lindsay <dlindsay@ccginc.us>; Tracy Case <TCase@Firestoneco.gov>
Cc: Cevin Hopp <cevin@hoppconsulting.com>
Subject: RE: 309-3 - Severe Drainage Issues at Parcel 131301400055 - JCC PROPERTIES LLC
Importance: High

David,

The most important thing now, and our end goal is to get this drainage problem resolved.

How do we proceed in order to have Town of Firestone and Mountain Shadows Subdivision take ownership of this drainage problem and provide a solution to Mr Hopp?

Please advise,

Thanks,

Jose Ramirez
Project Engineer II



20 21st Avenue, Suite 101
Longmont, CO 80501
303.651.6626 ext. 4 (O)
<http://rockyridgecivil.com>

From: David Lindsay <dlindsay@ccginc.us>
Sent: Monday, July 02, 2018 3:07 PM
To: Jose Ramirez <jose@rockyridgecivil.com>; Tracy Case <TCase@Firestoneco.gov>
Cc: Cevin Hopp <cevin@hoppconsulting.com>
Subject: RE: 309-3 - Severe Drainage Issues at Parcel 131301400055 - JCC PROPERTIES LLC

The map came from both the preliminary and final drainage reports for the project (which I believe you should already have). I am absolutely not arguing with Cevin, I have always believed what he told me. But all we have is the information that is prepared and submitted to us at the time, and that information said the runoff went north. That is why they did not include it in their project.

David B. Lindsay, PE
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From: Jose Ramirez <jose@rockyridgecivil.com>
Sent: Monday, July 02, 2018 2:53 PM
To: David Lindsay <dlindsay@ccginc.us>; Tracy Case <TCase@Firestoneco.gov>
Cc: Cevin Hopp <cevin@hoppconsulting.com>
Subject: RE: 309-3 - Severe Drainage Issues at Parcel 131301400055 - JCC PROPERTIES LLC
Importance: High

Hi David,

We are not sure what that topo map you sent us means or what is it intended to illustrate.

The historical drainage pattern from Mr. Hopp's property has always been northwest, not north as you intend to indicate in your email.

Mountain Shadows subdivision should have considered this historical offsite flows, and installed drainage swales in order to pass through this runoff per historical instead of blocking it and detaining it... As it is clear in the Drainage Report for Mountain Shadows, the offsite flows from Mr. Hopp's property were not taken into consideration, I didn't find anything in that Drainage Report that addressed how this runoff running Northwest has going to be intercepted and passed through per historical drainage patterns..

Cevin just got off the phone with Nonie Hepp and her husband (who lived there from 1969 to 2005) and they also agree that Cevin's runoff never drained north through their property, it has always drained northwest.

This property has always and continues to drain to the NW corner. Nothing has changed on this property and this is where it naturally flows. Historically there was a farm lane that went straight west along the fence line. The fence line was higher than the road and the runoff went straight west until it reached the west side of the old farm where it entered the slew and then went to the river.

Although, I'm new to this issue; it appears this problem has been ongoing for several years now, with Town of Firestone being told multiple times about it.

I suggest to set up a meeting onsite in order to address this issue onsite and find a solution, please let us know when works for Town of Firestone?

hanks,

Jose Ramirez

Project Engineer II



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Longmont, CO 80501
303.651.6626 ext. 4 (O)
<http://rockyridgecivil.com>

From: David Lindsay <dlindsay@ccginc.us>

Sent: Sunday, July 01, 2018 12:34 PM

To: Cevin Hopp <cevin@hoppconsulting.com>; Jose Ramirez <jose@rockyridgecivil.com>

Cc: Tracy Case <TCase@Firestoneco.gov>; Joel Seamons <joel@rockyridgecivil.com>

Subject: RE: 309-3 - Severe Drainage Issues at Parcel 131301400055 - JCC PROPERTIES LLC

Good afternoon Cevin. I was traveling last week and am catching up on messages. Attached is the topographic map that was included in the preliminary by the developer that your family sold the property to for the Mountain Shadows Jevelopment. This is the same map I provided you on September 11, 2015 when I was working with you to try and resolve the issue with the then current developer. Cevin, as we discussed then, the developer your family sold the property to developed the attached topographic mapping that does not show that your lot would have drained to the west. I absolutely am not disputing that this may be how your irrigation system was set up but this topo, which was the basis of their design, contradicts this.

The properties to the north of you have both added fill along their common property line with you, which is the root cause of the standing water on your property. Your neighbor has a development application in process with Weld County right now for a rezoning. I assume that you were notified by Weld County Staff and have commented on the situation. I did when Weld County sent us the referral. They have not responded to our concerns.

I can also tell you that Hall-Irwin has worked with some of the lot owners in the Mountain Shadows Filing 2 development to provide a swale to allow their lots to drain freely. Mark Johnson (Bestway Concrete) oversees that mining operation and also may be able to help resolve the issue.

David B. Lindsay, PE

President

Colorado Civil Group, Inc.

5110 Granite Street, Unit D

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970.290.1092 (cell)

From: Cevin Hopp <cevin@hoppconsulting.com>

Sent: Monday, June 25, 2018 4:27 PM

To: Jose Ramirez <jose@rockyridgecivil.com>; David Lindsay <dlindsay@ccginc.us>

Cc: Tracy Case <TCase@Firestoneco.gov>; Joel Seamons <joel@rockyridgecivil.com>
Subject: RE: 309-3 - Severe Drainage Issues at Parcel 131301400055 - JCC PROPERTIES LLC

Jose:

Thank you for helping me to address the continuing drainage issues on my property. I want to point out some of the distances in the attached pictures in order to give everyone some perspective. From west to east on the north side of my property, the water backs up approximately 260 feet from the west property line. That is more than half way across my property.

From north to south, along the west side of the property, the water backs up for approximately 170 feet, more than 40% of the distance across my property. The water can stand at more than a foot deep. This involuntary and unauthorized detention by the Town of Firestone affects more than a full acre of land, just under 25% of my entire property.

At my own expense, I removed dirt, approximately 150 feet long, 8 feet across and two feet deep from the accessible portion of the natural easement. This is after the Town of Firestone has been notified on numerous occasions, including prior to the release of the developer, and after the town had someone out to attempt to cure this issue. Unfortunately, the natural easement is blocked at the 150 foot mark by a fence on property located at 5881 Vinca Avenue, and each property thereafter as you head west.

I look forward to a successful resolution of our problem.

Sincerely,

Cevin

Hopp Consulting, LLC
Cevin Hopp, CPA
1002 17th Avenue
Longmont, CO 80501

303-682-9737

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From: Jose Ramirez <jose@rockyridgecivil.com>
Sent: Monday, June 25, 2018 2:57 PM
To: dclindsay@ccginc.us
Cc: Tracy Case <TCase@Firestoneco.gov>; Joel Seamons <joel@rockyridgecivil.com>; Cevin Hopp <cevin@hoppconsulting.com>
Subject: 309-3 - Severe Drainage Issues at Parcel 131301400055 - JCC PROPERTIES LLC
Importance: High

Cavid,

There continue to be severe drainage issues at Parcel 131301400055 - JCC PROPERTIES LLC. Please see the attached photos from rain events last week.

It appears that offsite flows from this property were not taken into consideration in the drainage master plan for Mountain Shadows Subdivision, and the historical drainage pattern from our client's property was blocked by fences and raised backyards from the new houses to the west. Not only did this development blocked the historical drainage pattern from Mr. Hopps property, it also created additional offsite runoff into our client's property since the backyards of those new houses were sloped east.

Our client has had to spend hours and hours shoveling trying to keep animals from standing in a foot of water every time it rains. This after having spent over 8 hours in a loader moving dirt.

We would like to schedule a meeting with you and the city in order to have this drainage issue resolved prior to proceeding with further development of our client's property.

Thanks for your help,

Jose Ramirez

Project Engineer II



420 21st Avenue, Suite 101

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0891-2243/00/6805-0000\$15.00/0
DOI: 10.1089/hg.2000.68.5

	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404
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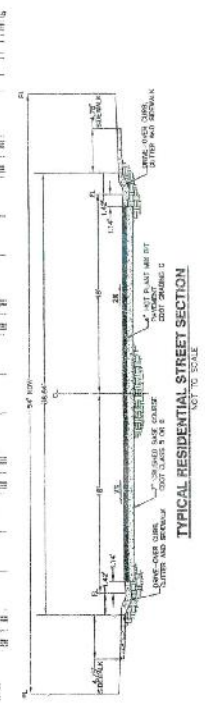
A. BILALY CENTER POINT
 B. UNIVERSITY OF THE
 C. UNIVERSITY OF THE
 D. UNIVERSITY OF THE
 E. UNIVERSITY OF THE

CHOOSE TWO

sampled during this time at the base of the tower of masonry.
The University of Chicago, dated February 2000,
manuscript. A few Chicago analysts for the high
temperature, dated November 2000.

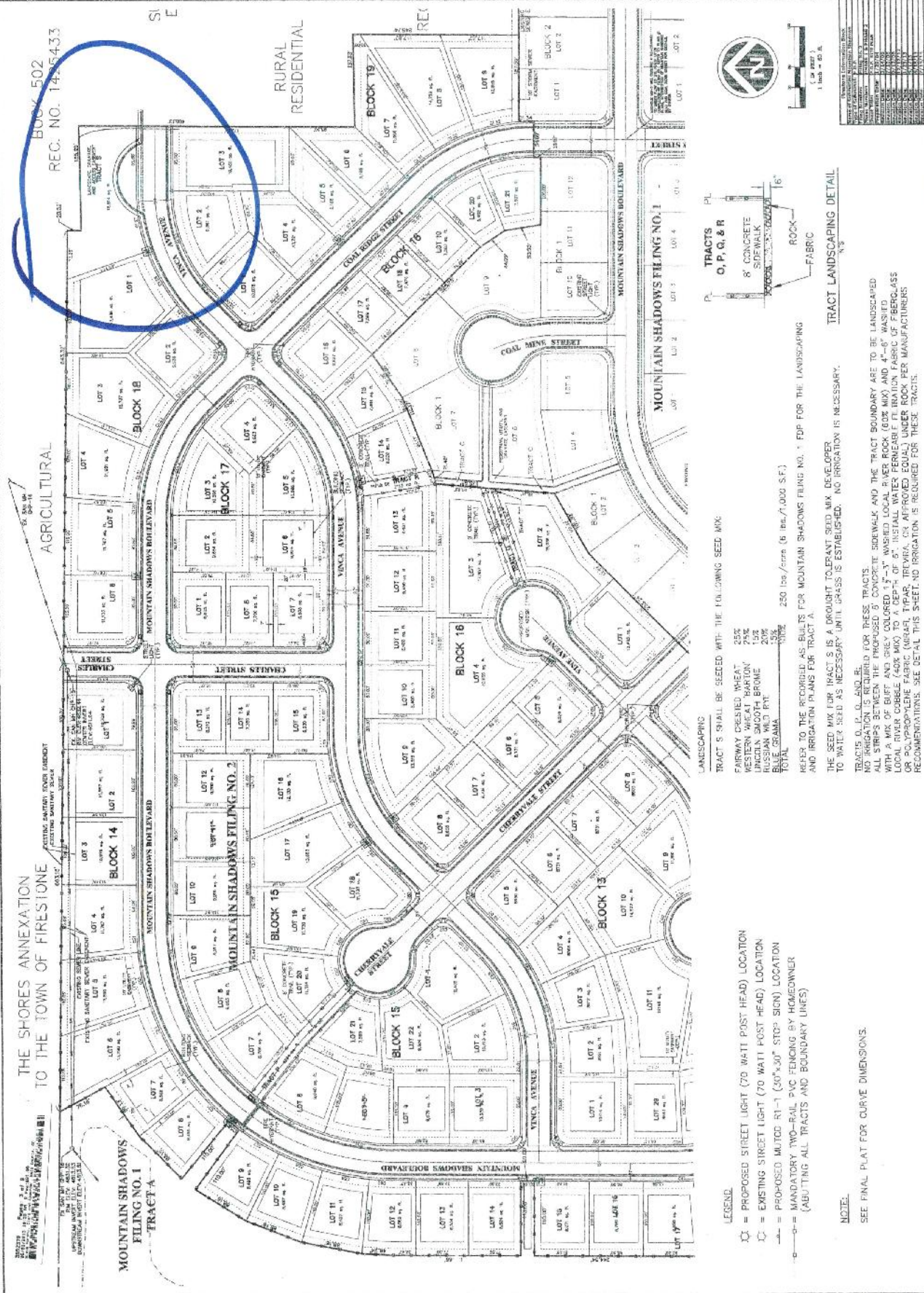
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13



FENCE LEGEND
= MANDATORY TWO-RAIL PVC FENCING BY HOMEOWNER
(ABUTTING ALL TRACTS AND BOUNDARY LINE)

PHASING PLAN DATA:		
PHASE	TOTAL AREA	NO. OF LOTS
1	5.5 ACRES	18 LOTS
2	34.1 ACRES	198 LOTS
Total	39.6 ACRES	216 LOTS



LANDSCAPING
 TRACT S SHALL BE SEED WITH THE FOLLOWING SEED MIX:
 25% FAIRWAY DESIRED WHEAT
 25% WESTERN WHEAT 'HARTON'
 15% LINCOLN SMOOTH BROME
 15% RUSSIAN WILD RYE
 20% BLUE GRAMA
 TOTAL 100%

REFER TO THE RECORDED AS-BUILTS FOR MOUNTAIN SHADOWS FILING NO. 1 FIP FOR THE LANDSCAPING AND IRRIGATION PLANS FOR TRACT A.

THE SEED MIX FOR TRACT S IS A DROUGHT TOLERANT SEED MIX. DEVELOPER TO WATER SEED AS NECESSARY UNTIL GRASS IS ESTABLISHED. NO IRRIGATION IS NECESSARY.

TRACTS O, P, Q, AND R
 ALL STRIPS BETWEEN THE PROPOSED 6" CONCRETE SIDEWALK AND THE TRACT BOUNDARY ARE TO BE LANDSCAPED WITH A MIX OF BUFF AND GREY COLORED 1 1/2" - 3" WASHED LOCAL RIVER ROCK (60% MIX) AND 4" - 6" WASHED LOCAL RIVER COBBLE (40% MIX) TO A DEPTH OF 6". INSTALL WATER PERMEABLE FILTRATION FABRIC OF FIBROGLASS OR POLYPROPYLENE FABRIC (MIRAFIL, TIPAR, ITRIVIA, OR APPROVED EQUAL) UNDER ROCK PER MANUFACTURER'S RECOMMENDATIONS. SEE DETAIL THIS SHEET. NO IRRIGATION IS REQUIRED FOR THESE TRACTS.

LEGEND
 ○ = PROPOSED STREET LIGHT (70 WATT POST HEAD) LOCATION
 □ = EXISTING STREET LIGHT (70 WATT POST HEAD) LOCATION
 — = PROPOSED MUTED R1-1 (30"x30" STOP SIGN) LOCATION
 — = MANDATORY TWO-RAIL PVC FENCING BY HOMEOWNER (ADJUTING ALL TRACTS AND BOUNDARY LINES)

NOTE:
 SEE FINAL PLAT FOR CURVE DIMENSIONS.

[illegible]

NOTE:
SEE FINAL PLAT FOR CURVE DIMENSIONS.

NO.	DATE	DESCRIPTION
1	08/13/03	FINAL DEVELOPMENT PLAN
2	08/13/03	GRADING PLAN
3	08/13/03	UTILITY PLAN
4	08/13/03	LANDSCAPE ARCHITECTURE
5	08/13/03	TRAFFIC IMPROVEMENT
6	08/13/03	ENVIRONMENTAL IMPACT STATEMENT
7	08/13/03	WATER MANAGEMENT PLAN
8	08/13/03	SOIL CONSERVATION PLAN
9	08/13/03	NOISE IMPACT STATEMENT
10	08/13/03	ARCHITECTURAL RENDERINGS
11	08/13/03	FINAL DEVELOPMENT PLAN
12	08/13/03	GRADING PLAN
13	08/13/03	UTILITY PLAN
14	08/13/03	LANDSCAPE ARCHITECTURE
15	08/13/03	TRAFFIC IMPROVEMENT
16	08/13/03	ENVIRONMENTAL IMPACT STATEMENT
17	08/13/03	WATER MANAGEMENT PLAN
18	08/13/03	SOIL CONSERVATION PLAN
19	08/13/03	NOISE IMPACT STATEMENT
20	08/13/03	ARCHITECTURAL RENDERINGS

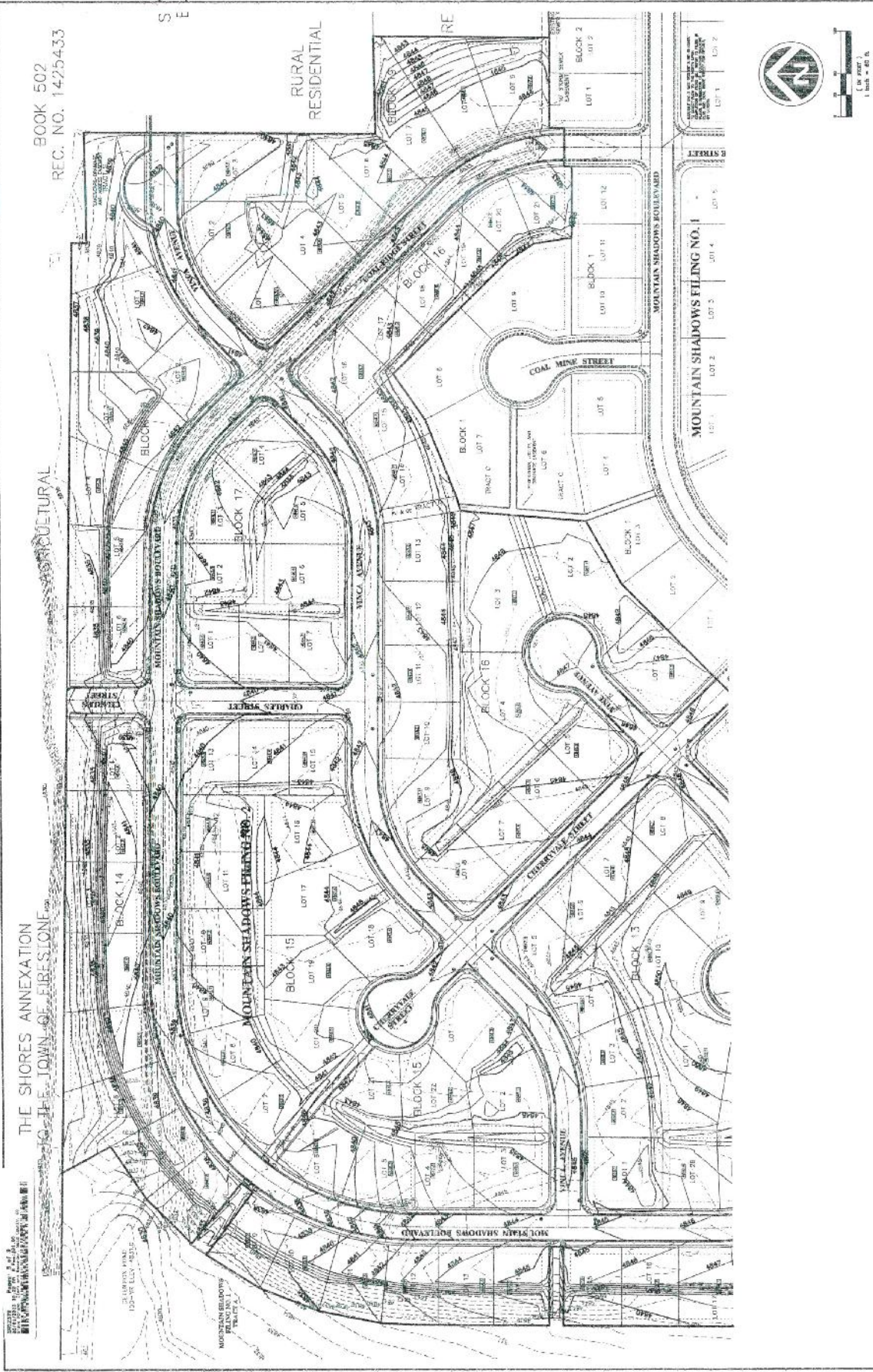


Exhibit 13

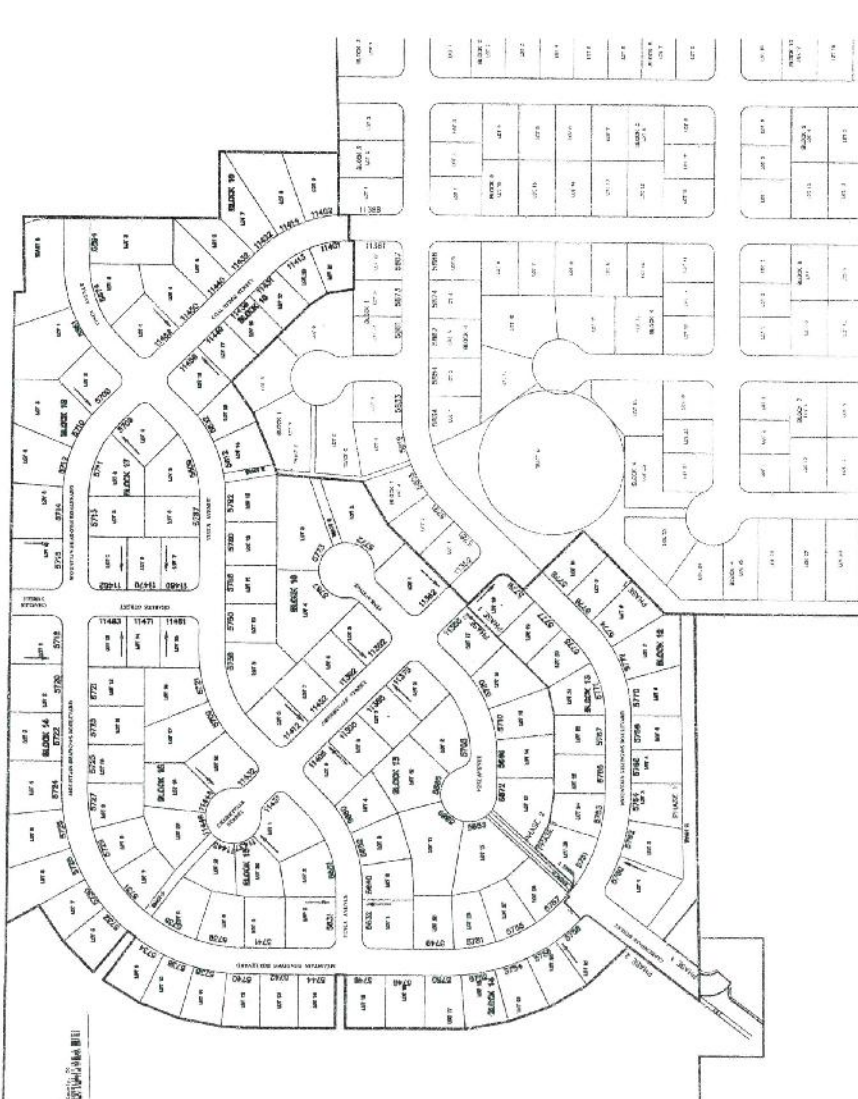
LOT #	ADDRESS	STREET NAME
1	11481	CHERRYVALE ST
2	11482	CHERRYVALE ST
3	531	VANCAVE
4	514	MOUNTAIN SHADOWS BLVD
5	5129	MOUNTAIN SHADOWS BLVD
6	5235	MOUNTAIN SHADOWS BLVD
7	5236	MOUNTAIN SHADOWS BLVD
8	5123	MOUNTAIN SHADOWS BLVD
9	5127	MOUNTAIN SHADOWS BLVD
10	5123	MOUNTAIN SHADOWS BLVD
11	5235	MOUNTAIN SHADOWS BLVD
12	5236	MOUNTAIN SHADOWS BLVD
13	5123	MOUNTAIN SHADOWS BLVD
14	11483	CHARLES ST
15	1147	CHARLES ST
16	1148	CHARLES ST
17	5231	VANCAVE
18	5231	VANCAVE
19	11482	CHERRYVALE ST
20	11448	CHERRYVALE ST
21	11448	CHERRYVALE ST
22	11448	CHERRYVALE ST
23	11448	CHERRYVALE ST

LOT #	ACREAGE	STREET NAME
1	1.582	CHERRYVALE ST
2	1.571	VINE AVE
3	5.71	VINE AVE
4	6.97	VINE AVE
5	1.583	CHERRYVALE ST
6	1.130	CHERRYVALE ST
7	1.424	CHERRYVALE ST
8	1.117	CHERRYVALE ST
9	6.529	VINE AVE
10	6.529	VINE AVE
11	5.706	VINE AVE
12	5.740	VINE AVE
13	5.702	VINE AVE
14	5.702	VINE AVE
15	6.987	VINE AVE
16	11.452	COAL RIDGE ST
17	11.452	COAL RIDGE ST
18	11.452	COAL RIDGE ST
19	1.441	COAL RIDGE ST
20	1.441	COAL RIDGE ST

LOT #	ADDRESS	STREET NAME
1	11482	CHARLES ST.
2	5713	MOUNTAIN SHADOWS BLVD.
3	5711	MOUNTAIN SHADOWS BLVD.
4	5709	MOUNTAIN SHADOWS BLVD.
5	5600	VINCA AVE.
6	5187	CHARLES ST.
7	5185	CHARLES ST.
8	11400	CHARLES ST.

BLOCK 16-FILING NO. 2		
LOT #	ADDRESS	STREET NAME
1	5861	VINCA AVE
2	5108	MOUNTAIN SHADOWS BLVD.
3	8710	MOUNTAIN SHADOWS BLVD.
4	5712	MOUNTAIN SHADOWS BLVD.
5	5714	MOUNTAIN SHADOWS BLVD.

LOT #	ADDRESS	STREET NAME	BLOCK 16 - BUILDING NO. 3
1	11467	COAL RIDGE ST.	
2	5974	VINCA AVE	
3	5084	VINCA AVE	
4	11466	COAL RIDGE ST.	
5	11465	COAL RIDGE ST.	
6	11464	COAL RIDGE ST.	
7	11463	COAL RIDGE ST.	
8	11462	COAL RIDGE ST.	
9	11461	COAL RIDGE ST.	



BLKCD 10 - FLING NO. 2	STREET NAME	LOT #	ADDRESS
1	MOUNTAIN SHADOWS BLVD	1	5116
2	MOUNTAIN SHADOWS BLVD	2	5120
3	MOUNTAIN SHADOWS BLVD	3	5122
4	MOUNTAIN SHADOWS BLVD	4	5124
5	MOUNTAIN SHADOWS BLVD	5	5126
6	MOUNTAIN SHADOWS BLVD	6	5128
7	MOUNTAIN SHADOWS BLVD	7	5129
8	MOUNTAIN SHADOWS BLVD	8	5129
9	MOUNTAIN SHADOWS BLVD	9	5130
10	MOUNTAIN SHADOWS BLVD	10	5130
11	MOUNTAIN SHADOWS BLVD	11	5138
12	MOUNTAIN SHADOWS BLVD	12	5140
13	MOUNTAIN SHADOWS BLVD	13	5140
14	MOUNTAIN SHADOWS BLVD	14	5142
15	MOUNTAIN SHADOWS BLVD	15	5148
16	MOUNTAIN SHADOWS BLVD	16	5148
17	MOUNTAIN SHADOWS BLVD	17	5150
18	MOUNTAIN SHADOWS BLVD	18	5150
19	MOUNTAIN SHADOWS BLVD	19	5154
20	MOUNTAIN SHADOWS BLVD	20	5154

LOT #	ADDRESS	BLK 13 - STREET NO. 2	STREET NAME
1	6602		VINE AVE
2	6604		VINE AVE
3	6602		VINE AVE
4	6604		VINE AVE
5	6602		CHERRYVALE ST
6	11353		CHERRYVALE ST
7	11395		CHERRYVALE ST
8	11379		CHERRYVALE ST
9	6605		VINE AVE
10	6605		VINE AVE
11	6609		VINE AVE
12	6599		VINE AVE
13	6609		VINE AVE
14	6609		VINE AVE
15	6710		VINE AVE
16	6700		VINE AVE
17	6700		SHADOWN ST
18	6718		MOUNTAIN SHADOWS BLVD
19	6718		MOUNTAIN SHADOWS BLVD
20	6718		MOUNTAIN SHADOWS BLVD
21	6718		MOUNTAIN SHADOWS BLVD
22	6767		MOUNTAIN SHADOWS BLVD
23	6763		MOUNTAIN SHADOWS BLVD
24	6763		MOUNTAIN SHADOWS BLVD
25	6761		MOUNTAIN SHADOWS BLVD
26	6761		MOUNTAIN SHADOWS BLVD
27	6766		MOUNTAIN SHADOWS BLVD
28	6766		MOUNTAIN SHADOWS BLVD
29	6766		MOUNTAIN SHADOWS BLVD

OT#	ADDRESS	STREET NAME
1	5760	MOUNTAIN SHADOWS BLVD.
2	5762	MOUNTAIN SHADOWS BLVD.
3	5764	MOUNTAIN SHADOWS BLVD.
4	5766	MOUNTAIN SHADOWS BLVD.
5	5768	MOUNTAIN SHADOWS BLVD.
6	5770	MOUNTAIN SHADOWS BLVD.
7	5772	MOUNTAIN SHADOWS BLVD.
8	5774	MOUNTAIN SHADOWS BLVD.
9	5776	MOUNTAIN SHADOWS BLVD.
10	5778	MOUNTAIN SHADOWS BLVD.

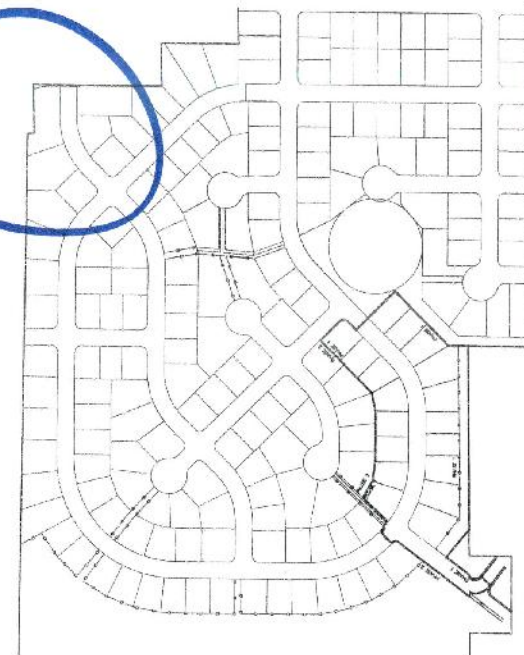
NOTES:

1. EVEN NUMBERED ADDRESSES ON THE SOUTH AND EAST SIDES OF THE STREET.

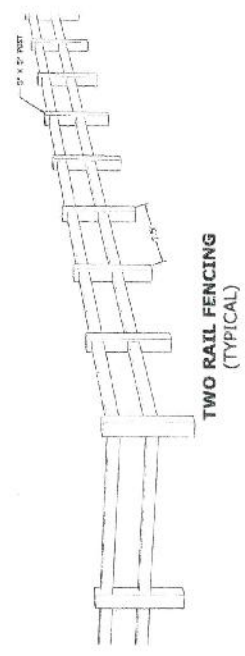
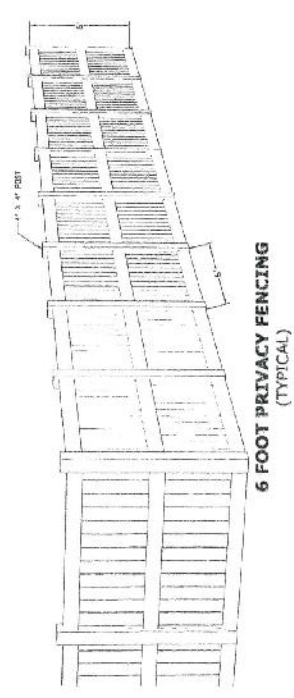
2. ODD NUMBERED ADDRESSES ON THE NORTH AND WEST SIDES OF THE STREET.

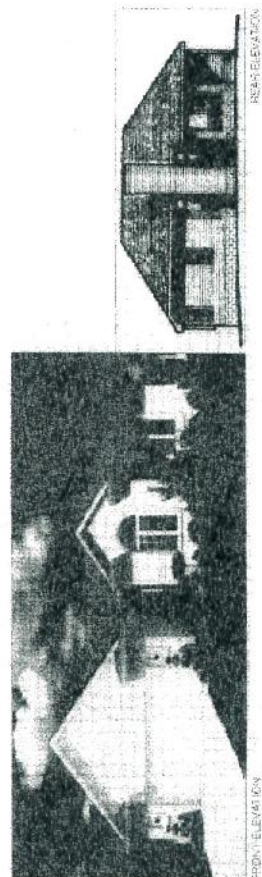
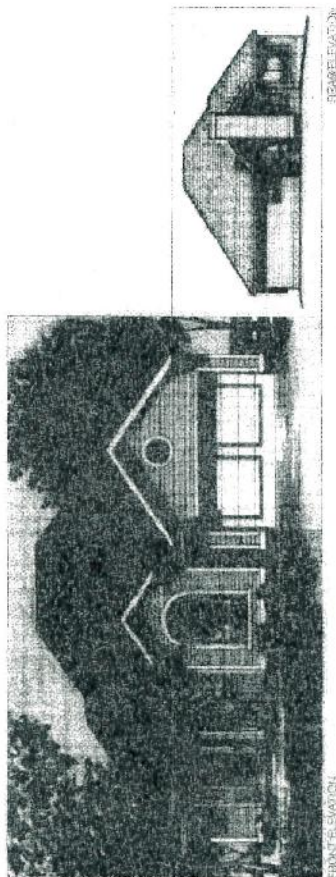
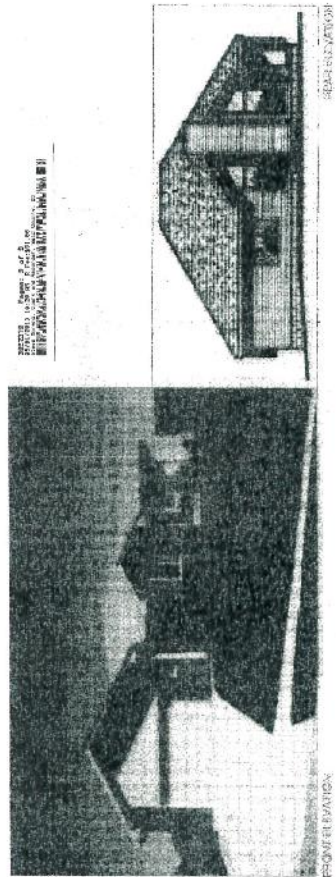
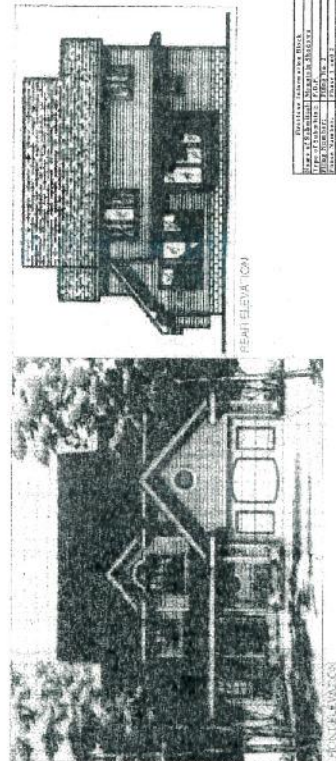
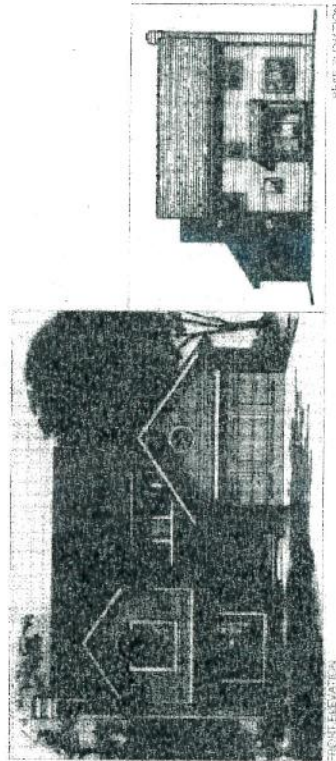
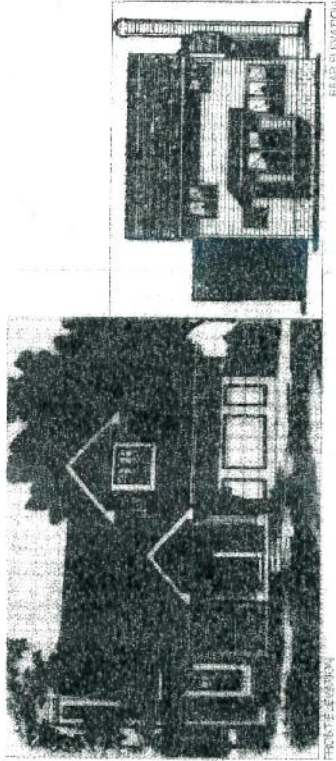
3. MOUNTAIN SHADOWS BOULEVARD ADDRESSING CONVENTION IS A CONTINUATION OF THE ADDRESSES FROM THE FLING NO. 1 TOP.

- NOTES:**
1. FENCING SHALL COMPLY WITH ASTM D 4216-STANDARD SPECIFICATIONS FOR RIGID PVC BUILDING PRODUCTS.
 2. COLORS, TEXTURES AND DESIGN OF BOTH TWO RAIL AND PRIVACY FENCING SHALL BE SPECIFICALLY SIMILAR TO THE EXISTING FENCING OF HIS TYPE AS SEEN IN THE MOUNTAIN SHADOWS FILING NO. 1, DEVELOPMENT, FIRESTONE COLORADO.
 3. TWO RAIL FENCING SHALL BE USED ALONG ALL LOT LINES THAT BORDER A PEDESTRIAN ACCESS TRAIL.
 4. 6-FOOT TALL PVC IS THE MAXIMUM HEIGHT OF FENCING AND IS ALLOWED FOR REAR LOTS AND SIDE YARD FENCING, EXCEPT AS NOTED ABOVE.
 5. TWO RAIL SPACING SHALL GENERALLY BE APPROXIMATELY 11-INCHES APART.
 6. POST SPACING SHALL BE BASED ON MANUFACTURERS RECOMMENDED SPACING.
 7. AT A MINIMUM, POSTS SHALL BE CAPPED AND INSTALLED BASED ON THE MANUFACTURERS RECOMMENDED INSTALLATION PROCEDURES.
 8. LOTS WITH SIDE AND REAR LOT LINES BORDERING TRACTS OR ANY BOUNDARY LINE SHALL HAVE TWO-RAIL FENCING INSTALLED BY THE HOMEOWNER. ALL FENCING FOR RESIDENTIAL LOTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER.
 9. TAPERS BETWEEN 6 FOOT PRIVACY FENCING AND TWO-RAIL SHALL APPLY AS SHOWN.
 10. FENCING BY HOMEOWNER SHALL BE INSTALLED WITHIN 2 MONTHS OF ISSUANCE OF C.O.
 11. REFER TO THE PLAN BELOW FOR MANDATORY TWO-RAIL FENCING LOCATIONS. ALL OTHER FENCING SHALL BE PRIVACY FENCING.



LEGEND
 —○—○— = MANDATORY TWO-RAIL PVC FENCING BY HOMEOWNER
 (ABUTTING ALL TRACTS AND BOUNDARY LINES)





NOTE:
THE ARCHITECTURAL ELEVATIONS SHOWN HEREIN
ARE INTENDED ONLY TO DEPICT THE ARCHITECTURAL
QUALITY AND CHARACTER OF HOUSING WITHIN THE
SUBDIVISION AND MAY VARY BY 6-8% OF THE BUILDER.

The map shows Block 18, which is bounded by Vinca Avenue to the west, Coal Ridge Street to the south, and a railroad to the east. The block contains ten lots, numbered 1 through 10. Lot 1 is located at the southwest corner, and Lot 10 is at the northeast corner. A blue circle is drawn around a portion of the railroad and the adjacent lots. The map also shows the layout of the streets and the railroad tracks.

Exhibit 13-1

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
January 9, 2019

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on January 9, 2019, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:14 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson – late 7:38 pm

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

Staff: **Present:** Jan Sloat, Director of Human Resources; Katie Hansen, Director of Marketing & Communications; Marty Ostholthoff, Planning Manager; Paula Mehle, Director of Economic Development & FURA; Dave Lindsay, Engineer; David Montgomery, Chief of Police; Leah Vanarsdall, Town Clerk; Julie Pasillas, Director of Community Resources; Jessica Clanton, Director of Finance;(absent) & AJ Krieger, Interim Town Manager

2. PLEDGE OF ALLEGIANCE

Pledge was conducted during the FURA Meeting

3. APPROVAL OF AGENDA

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve the Agenda as amended by removing Agenda Item 5h – Planning Commission Members appointments tabled to January 23, 2019. All in Favor, **Motion carried.**

4. PUBLIC COMMENT

Brenda Ridgley – 6456 Saddleback Ave, Firestone – Planning Commission Chair – resignation

5. CONSENT AGENDA

Motion by Trustee Heath, **second** by Trustee Conyac, to approve the Consent Agenda as amended above. **Roll Call Vote:** Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes. All in Favor, **Motion carried.**

6. DISCUSSION/ACTION ITEMS

a. Resolution 19-03: A RESOLUTION APPROVING THE PURCHASING OF VEHICLES AND EQUIPMENT FOR THE COMMUNITY RESOURCES DEPARTMENT

Motion by Trustee Conyac, **second** by Trustee Jimenez, to approve **Resolution 19-03:** A RESOLUTION APPROVING THE PURCHASING OF VEHICLES AND EQUIPMENT FOR THE COMMUNITY RESOURCES DEPARTMENT. **Roll Call Vote:** Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes.

All in Favor, **Motion carried.**

b. Resolution 18-56: A RESOLUTION CONCERNING REVISIONS TO THE EMPLOYEE HANDBOOK AND REPEALING THE AUTHORITY OF THE TOWN MANAGER TO MAKE REVISIONS

Motion by Trustee Meiring, **second** by Trustee Conyac, to approve **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 Meiring – no, Trustee Jimenez – no, Trustee Heath – no, Trustee Sharp – no, Trustee Conyac – no. **Motion Failed.**

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

None

8. REPORTS

a. Staff

b. Mayor

c. Trustees – CORA Process Report for 012319, Coffee with a Trustee (Don Conyac to work with Katie Hansen on details).

d. Committee Updates

9. EXECUTIVE SESSION

Open: 7:49 pm

Closed: 9:33 pm

a. Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiations C.R.S. 24-6-402(4)(e); regarding Town Manager recruitment.

Motion by Trustee Jimenez, **second** by Trustee Conyac, to adjourn into an Executive Session 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: Carolynne White, Interim Town Attorney

Report from Executive Session

No Report

10. ADJOURNMENT

Motion by Trustee Meiring, **second** by Trustee Sharp, to adjourn meeting at 9:35 pm.

Motion passed, all in favor.

Introduced and Approved this 23rd day of January, 2019.

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

UNAPPROVED

TOWN OF FIRESTONE, COLORADO
Board of Trustees Special Meeting
January 16, 2019

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Special Meeting on January 16, 2019, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 6:04 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

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

Staff: **Present:** Carolynne White, Interim Town Attorney; Todd Bjerkaas, Director of Planning; Jan Sloat, Director of Human Resources; Marty Ostholthoff, Planning Manager; Paula Mehle, Director of Economic Development & FURA; Julie Pasillas, Director of Community Resources; David Montgomery, Chief of Police; Jennifer Weinberger, Asst Town Manager; Leah Vanarsdall, Town Clerk; & A. J. Krieger, Interim Town Manager

2. EXECUTIVE SESSION Open: 6:08 pm Closed: 9:14 pm

a. **Executive Session** for the purposes of receiving legal advice from the Town's Attorney on specific legal questions under C.R.S. 24-6-402(4)(b); and discussing personnel matters under C.R.S. 24-6-402(4)(f).

Motion by Trustee Jimenez, **second** by Trustee Meiring, to adjourn into **Executive Session** for the purposes of receiving legal advice from the Town's Attorney on specific legal questions under C.R.S. 24-6-402(4)(b); and discussing personnel matters under C.R.S. 24-6-402(4)(f). for a conference with the Town Attorneys for the purpose of receiving legal advice on specific legal questions under C.R.S. 24-6-402(4)(b) regarding a potential claim matter and potential liabilities. **Roll Call Vote:** Trustee Meiring – yes, Mayor Pro-tem Peterson – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes. All in Favor, **Motion carried.**

Staff asked to participate: Carolynne White, Interim Town Attorney; Todd Bjerkaas, Director of Planning; Jan Sloat, Director of Human Resources; Marty Ostholthoff, Planning Manager; Paula Mehle, Director of Economic Development & FURA; Julie Pasillas, Director of Community Resources; David Montgomery, Chief of Police; Jennifer Weinberger, Asst Town Manager; Leah Vanarsdall, Town Clerk; & A. J. Krieger, Interim Town Manager & Rusti Roberto, Deputy Clerk.

3. Report from Executive Session

None

4. ADJOURNMENT

Motion by Trustee Sharp, **second** by Trustee Meiring, to adjourn meeting at 9:16 pm.

Motion passed, all in favor.

Introduced and Approved this 23rd day of January, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

UNAPPROVED

Vendor	Amount
Total ACCENT BRANDING SOLUTIONS:	861.90
Total ACE HARDWARE OF FIRESTONE:	345.05
Total ACUITY, LLC:	48,703.80
Total ALBERTSONS/SAFEWAY, INC.:	262.02
Total ALERT/SAM:	80.00
Total ALL COPY PRODUCTS:	6,920.50
Total ALTEC INDUSTRIES INC:	1,013.08
Total AMAZON CAPITAL SERVICES, INC (PD):	115.82
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AMERICAN DISPOSAL SERVICES OF COLORADO:	170.00
Total AMERICAN WATER WORKS ASSOCIATION:	403.83
Total APEX SHREDDING, INC.:	80.00
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	730.40
Total BAREFOOT RESIDENTIAL LLC:	181.71
Total BATTER UP CAKES:	393.18
Total Black Hills Energy:	2,372.45
Total BOBCAT OF THE ROCKIES:	51,220.00
Total BUDGET CONFERENCING:	120.17
Total CAMCA:	20.00
Total CASELLE, INC.:	3,988.00
Total CHEWY.COM:	31.57
Total CINTAS FIRST AID & SAFETY:	227.37
Total CIRSA:	44,796.93
Total CIVILARTS, INC:	3,065.00
Total CLIFTON LARSON ALLEN LLP:	1,782.50
Total COALRIDGE ANIMAL HOSPITAL, INC:	49.49
Total COLORADO ASSOCIATION OF CHEIFS OF POLICE:	300.00
Total COLORADO CIVIL GROUP INC.:	9,275.75
Total COLORADO DEPT OF NATURAL RESOURCES:	54,525.15
Total COLORADO NOTARY SOLUTIONS:	261.47
Total COMCAST CABLE -0310188 - SEATTLE:	412.81
Total CRASH DATA GROUP INC:	1,050.00
Total CSU UNIVERSITY RESOURCES:	25.00
Total D STREET:	4,474.69
Total DANA KEPNER COMPANY, INC.:	18,535.19
Total DOLLAR TREE:	25.00
Total DRIVE TRAIN INDUSTRIES INC:	105.76-

Vendor	Amount
Total DROPBOX INC:	60.00
Total E&G Terminal, Inc:	682.84
Total E-470:	60.45
Total EFAX.COM:	39.90
Total EL TACO LOCO:	235.60
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	604.37
Total EMPLOYERS COUNCIL SERVICES, INC:	2,203.92
Total ESRI:	25,000.00
Total EWING AUTO PARTS, INC.:	18.69
Total EXTREME EVENT PRODUCTIONS:	2,100.00
Total FACEBOOK:	10.00
Total FACTORY MOTOR PARTS CO.:	78.03
Total FCI CONSTRUCTORS, INC:	1,063,933.38
Total FEDEX:	34.60
Total FIDELITY NATIONAL TITLE-BOULDER:	10.78
Total FIDELITY NATIONAL TITLE-DENVER:	91.31
Total FIRST AMERICAN TITLE CO:	3.26
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	29.18
Total FREDERICK - FIRESTONE FIRE PROTECTION:	33.20
Total FRONT RANGE AUTO SPA:	170.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	715.00
Total FRONTIER AIRLINES:	126.00
Total FRONTIER BUSINESS PRODUCTS:	10,254.11
Total FRONTIER COMMUNICATIONS CORP (LEASE):	247.89
Total G & G EQUIPMENT INC:	67.08
Total GLOCK PROFESSIONAL, INC:	350.00
Total GUARDIAN TITLE-DENVER:	9.12
Total HOBBY LOBBY:	32.85
Total HOME DEPOT CREDIT SERVICES:	8,109.58
Total HOME DEPOT.COM:	18.77-
Total HR Certification Institute - HRCI:	50.00
Total iATN:	19.00
Total ICMA:	422.75
Total IIMC:	390.00
Total INTERNATIONAL ASSOC FOR PROPERTY & EVIDE:	50.00
Total INTERNATIONAL COUNCIL OF SHOPPING CENTER:	150.00
Total INTERSTATE FORD:	144.61
Total INTERSTATE RENTAL & SALES INC:	512.40
Total K & K LASER CREATIONS:	43.00

Vendor	Amount
Total KELLY, P.C.:	959.00
Total KERR-MCGEE OIL & GAS ONSHORE:	.77
Total KING SOOPERS:	2,379.32
Total KINSCO, LLC:	89.99
Total KUBOTA TRACTOR CORPORATION:	17,665.93
Total LAND TITLE-BOULDER:	17.70
Total LAND TITLE-DENVER-2:	37.79
Total LAND TITLE-LONGMONT:	4.20
Total LANGUAGE NEXUS, INC:	200.00
Total LAWRENCE JONES CUSTER GRASMICK, LLP:	11,936.55
Total LEONARD RICE ENGINEERS, INC:	45,000.00
Total LINE-X OF BOULDER:	4,949.00
Total LONGMONT HUMANE SOCIETY:	1,083.33
Total LOWE'S:	24.50-
Total MAIN STREET MAT COMPANY, INC:	234.29
Total MATCO TOOLS:	725.75
Total MAXEY TRAILER SALES:	3,990.00
Total MCDONALD FARMS ENTERPRISES, INC:	580.00
Total MCGRANE WATER ENGINEERING, LLC:	8,800.00
Total MCI:	51.39
Total METRO NORTH CHAMBER OF COMMERCE:	20.00
Total MISC CREDIT CARD 1X MERCHANT:	3,072.87
Total MISC VENDOR:	355.00
Total MOTORCRAFT TECHNICAL SERVICES:	23.38
Total NORTH AMERICAN TITLE-WESTMINSTER:	31.71
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	7,316.00
Total OFFICE DEPOT INC:	672.44
Total O'REILLY AUTO PARTS:	5,420.81
Total ORKIN PEST CONTROL, INC:	120.62
Total PANERA BREAD:	406.95
Total PARKING - MISC/VARIOUS:	21.25
Total PEPPER'S FIRESIDE GRILLE:	109.19
Total PITNEY GLOBAL FINANCIAL SERVICES LLC:	188.16
Total POLICE K-9 MAGAZINE LLC:	295.00
Total PONY EXPRESS:	200.00
Total POWER SYSTEMS WEST:	258.00
Total PRAIRIE MOUNTAIN PUBLISHING:	19.43
Total QDOBA:	198.55
Total RESTITUTION / COURT REFUNDS:	1,000.00

Vendor	Amount
Total RICHARD WHITEHEAD & ASSOCIATES, LLC:	598.00
Total RICHMOND AMERICAN HOMES:	99.13
Total RING.COM:	100.00
Total RIPTIDE CAR & PET WASH:	957.50
Total RIPTIDE-CREDIT CARD (USE 1754 for CHECKS:	15.00
Total ROCKY MOUNTAIN FLEET PROS:	360.00
Total Rocky Mountain Hostage Negotiators:	90.00
Total ROCKY MOUNTAIN REGIONAL TURFGRASS ASSOC:	1,100.00
Total ROTH SHEPPARD ARCHITECTS, LLP:	43,071.45
Total S & B PORTA-BOWL RESTROOMS, INC:	196.00
Total SAFE BUILT COLORADO INC:	34,011.70
Total SAFETY AND CONSTRUCTION SUPPLY INC:	182.08
Total SAFEWAY STORE:	5.00
Total SHERWIN WILLIAMS CO.:	244.92
Total SHRM:	189.00
Total Shutterstock:	29.00
Total SOUTHWEST AIRLINES:	202.96
Total SPRADLEY BARR GREELEY:	82,000.00
Total ST VRAIN SANITATION DISTRICT:	36,822.02
Total ST VRAIN VALLEY SCHOOL DISTRICT:	90.00
Total STORMWATER ONE USA:	356.00
Total SUBWAY:	38.92
Total SUNBELT RENTALS INC:	1,305.70
Total SUNRISE ENVIROMENTAL SCIENTIFIC:	311.19
Total TERRACON CONSULTANTS INC:	875.00
Total THK ASSOCIATES, INC.:	14,317.45
Total THOMSON REUTERS-WEST:	140.00
Total TRACTOR SUPPLY COMPANY:	818.94
Total TRI-STATE FIREWORKS, INC:	10,000.00
Total U of L SPI:	465.00
Total UBER:	77.18
Total UME CUSTOM EMBROIDERY:	450.00
Total UNITED AIRLINES:	60.00
Total UNITED POWER:	9,998.44
Total UNIVERSITY OF COLORADO:	100.00
Total UTILITY REFUNDS -1:	104.50
Total WAGNER WELDING SUPPLY CO.:	26.04
Total WALGREENS:	110.46
Total WALMART / WALMART.COM:	13,917.95

Vendor	Amount
Total WCCR - DMV -WELD COUNTY DMV:	25.43
Total WELD COUNTY CHIEFS OF POLICE ASSOCIATION:	35.00
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	616.00
Total WEX BANK:	7,033.34
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,480.20
Total YOUTH & FAMILY CONNECTIONS:	6,204.00
Total ZOUP!:	37.40
Total :	1,762,865.97
Grand Totals:	1,762,865.97

Payables Summary

Accounts Payable Report

January 23, 2019

of Invoices - 391

\$ 1,762,221.27

COMPANY NAME	DESCRIPTION	Pass-Through \$	Total Amt.
Total of Invoices under \$25,000.00		\$ 16,657.25	\$ 204,084.95
Acuity, LLC	Dec-18 Firestone Reservoir #1 Pump Station Design		\$ 48,703.80
Bobcat of the Rockies	Equipment: 5600 Toolcat and Bucket, Trencher		\$ 51,220.00
Cirsa	2019 Property and Liability Insurance Payment		\$ 44,796.93
Colorado Dept of Natural Resources	2018 CWCB Loan Interest Payment		\$ 54,525.15
ESRI	Annual ESRI - GIS Software License		\$ 25,000.00
FCI Constructors	Pay App #7: Police Safety Facility Work		\$ 1,119,929.87
FCI Constructors	Pay App #7: Police Safety Facility Work Retainage Withheld		\$ (55,996.49)
FirstBank	Dec-18 Credit Card Payments		\$ 31,853.91
Leonard Rice Engineers	Dec-18 Water Project Engineering Services		\$ 45,000.00
Roth Sheppard Architects	Dec-18 Police Safety Facility Work		\$ 43,071.45
Safe Built Colorado	Dec-18 Building Department Services		\$ 34,011.70
Spradley Barr of Greeley	2 - 2019 Ford F-250 Trucks for Irrigation Department		\$ 82,000.00
St. Vrain Sanitation	Sewer Tap Fee for Police Safety Facility		\$ 34,020.00

Total Invoices, Current	\$ 16,657.25	\$ 1,762,221.27
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AP Adjustments between Invoice Register, Unpaid Report, Paid Report

Kerr McGee	3 Past small invoices, hold on paying	\$ 0.46
Drive Train Industries	Credit on Account	\$ (105.76)
Voided Check and Invoice (No Reissue)	Occurred during period, no reissue	\$ 750.00
Total (to match Board AP Detail Reports)		\$ 1,762,865.97

For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

FIRESTONE SUMMARY OF CASH & INVESTMENTS

December 2018	DATE	RATE	MATURITY	BALANCE
Cash & Investments				
Deposit Accounts:				
1st Bank				
Checking Account (rate allowed to offset monthly fees only)	0.60%	Liquid	\$	480,723
Court Account	0.00%	Liquid		49
Savings Account	0.40%	Liquid		1,950,009
Xpress BillPay Deposit Account	0.00%	Liquid		450,307
Adams Bank & Trust				
Deposit Account	0.65%	Liquid		28,717
Petty Cash on Hand				
	N/A	Liquid		1,490
TOTAL Deposit Accounts and Cash				\$ 2,911,294
Restricted Deposit Accounts:				
ColoTrust Plus - Money Mkt/Daily Pooled Investment Accts				
UMB - COPS 2018 Construction Fund	2.32%	Liquid		11,368,033
UMB - COPS 2018 Reserve Fund	2.23%	Liquid		1,012,740
TOTAL Restricted Deposit Accounts				12,380,774
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		15,793,450
Developer Bonds (restricted assets)				
Liquid Assets	daily 2.25%	Liquid		198,921
Urban Renewal Authority (restricted assets)				
Liquid Assets	daily 2.25%	Liquid		4,227,842
Conservation Trust Fund (restricted Town assets)				
Liquid Assets	daily 2.25%	Liquid		400,857
Adams Bank & Trust ICS Savings	daily 1.65%	Liquid		4,837,449
Total Money Market Assets				25,458,519
Cash & Investments				\$ 40,750,587
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				\$ 41,240,587

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.d.

Consent Agenda

Meeting Date: January 23, 2019

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Resolution 19-04: A RESOLUTION TO APPROVE OF FILING OF CERTAIN CLAIMS OF FOR CONDITIONAL WATER RIGHTS FOR FIRESTONE RESERVOIRS 1 & 2; FOR THE FILING OF CERTAIN CLAIMS FOR CONDITIONAL WATER RIGHTS TO THE MOUNTAIN SHADOWS WELL, FIRESTONE TRAIL WELL FIELD, GOULD WELL FIELD, VARRA WELL FIELD AND ST. VRAIN SANITATION DISTRICT WELL FIELD; FOR A PLAN FOR AUGMENTATION; FOR THE CHANGE IN USE OF CERTAIN SHARES IN THE NEW CONSOLIDATED LOWER BOULDER RESERVOIR AND DITCH COMPANY AND THE RURAL DITCH COMPANY; AND FOR THE CHANGE IN USE OF EXISTING WATER RIGHTS FOR FIRESTONE RESERVOIR 1 AS DECREED IN CASE NO. 05CW335, WATER COURT, DIVISION ONE.

SUMMARY

This Resolution directs counsel and staff to file an application in Water Court to appropriate conditional water rights for three storage reservoirs; to appropriate conditional water rights for five well fields; to change the use of water rights represented by shares of Lower Boulder and Rural Ditch; and to change the use of storage water rights decreed to Firestone Reservoir No. 1.

This application is necessary so that the Town can store water derived from the Town's Lower Boulder and Rural Ditch shares in the recently purchased Firestone Reservoir No. 1. The augmentation plan and well field water rights are necessary to feed water to the treatment plant that the Town plans to put into operation in the 2022 time-frame.

It usually takes at least 2 to 3 years to complete the water court process and to obtain a final court decree, depending on how active the State and other water right users are in their review and objection to the application. The State has created the "substitute water supply plan" process to allow operation of some parts of the plan while the case is pending, and the Town will be filing an application for a substitute water supply plan later this year or in 2020.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Ordinance 897 approving the purchase of Firestone Reservoir No. 1. (formerly known as Carbon Valley Reservoir) on October 12, 2016. In addition, that purchase included, 2.41 Rural Ditch Company shares, carriage rights and storage rights. The purchase also included an option to purchase the Brooks Pit Reservoir and additional shares of the Rural Ditch Company. The Town closed on that purchase in December 2018.

The Board of Trustees approved Ordinance 904 approving the purchase of water rights, specifically shares in the New Consolidated Lower Boulder Reservoir and Ditch Company on March 8, 2017.

The Board of Trustees approved Ordinance 910 authorizing the purchase of real estate and water rights, including one share of Rural Ditch on June 28, 2017.

The Board of Trustees approved contracts for McGrane Water Engineering, LLC to evaluate and quantify well field options on December 14, 2016, September 27, 2017 and August 22, 2018.

The Board of Trustees approved work orders in April, July and November 2017 that directed Leonard Rice Engineers, Inc. to evaluate historic use of the Lower Boulder and Rural Ditch Company shares that were acquired by the Town by purchase and by option from L.G. Everist, Incorporated.

The Town received approval from L.G. Everist, Incorporated for the Town to include 1.9 shares of Rural Ditch Company, which are owned by L.G. Everist and are under option to the Town, in the Town's water court application, on July 13, 2018.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution, which approves Filing a Water Rights Application in Water Court, Division One

ALTERNATIVES

Alternative is to not file. The result of that would be that we would a) not be able to fill the Reservoir on completion b) be delayed in implementation of the non-potable irrigation conversion plan and c) be delayed in the development of alternative potable water supplies for the Town.

ATTACHMENTS

1. 6d - Reso 19-04 Filling a Water Rights Application in Water Court

FINANCIAL CONSIDERATIONS

Cost associated with filing the Water Rights Application in Water Court will be funded by the Water Fund. In 2019 \$127,000.00 was budgeted for the anticipated cost.

RESOLUTION 19-04

A RESOLUTION TO APPROVE OF FILING OF CERTAIN CLAIMS OF FOR CONDITIONAL WATER RIGHTS FOR FIRESTONE RESERVOIRS 1 & 2; FOR THE FILING OF CERTAIN CLAIMS FOR CONDITIONAL WATER RIGHTS TO THE MOUNTAIN SHADOWS WELL, FIRESTONE TRAIL WELL FIELD, GOULD WELL FIELD, VARRA WELL FIELD AND ST. VRAIN SANITATION DISTRICT WELL FIELD; FOR A PLAN FOR AUGMENTATION; FOR THE CHANGE IN USE OF CERTAIN SHARES IN THE NEW CONSOLIDATED LOWER BOULDER RESERVOIR AND DITCH COMPANY AND THE RURAL DITCH COMPANY; AND FOR THE CHANGE IN USE OF EXISTING WATER RIGHTS FOR FIRESTONE RESERVOIR 1 AS DECREED IN CASE NO. 05CW335, WATER COURT, DIVISION ONE.

WHEREAS, the Board of Trustees of the Town of Firestone (the “Town” or “Firestone”) is vested with the authority of administering the affairs of the Town of Firestone; and

WHEREAS, the Town of Firestone desires to appropriate conditional water rights, including for storage, for Firestone Reservoir Nos. 1 & 2 and for the Firestone Central Park Reservoir; and

WHEREAS, the Town of Firestone also desires to appropriate conditional water rights for the Mountain Shadows Well located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 2 North, Range 68 West of the 6th P.M., the Firestone Trail Well Field located in the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 6, Township 2 North, Range 67 West of the 6th P.M., the Gould Well Field located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 3 North, Range 67 West of the 6th P.M., the Varra Well Field located in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 3 North, Range 67 West of the 6th P.M., and the St. Vrain Sanitation District Well Field located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, Township 3 North, Range 67 West of the 6th P.M., all in Weld County, Colorado; and

WHEREAS, the Town of Firestone also desires to change the use of certain shares in the New Consolidated Lower Boulder Ditch Company (“Lower Boulder”) and the Rural Ditch Company, which shall include the appropriation of any return flows from such change; and

WHEREAS, the Town of Firestone also desires to change the use of certain existing water rights for Firestone Reservoir 1 which were decreed in Case No. 05CW335, Water Court, Division 1; and

WHEREAS, the Board of Trustees by this Resolution desires to approve the appropriations and change of water rights as described above and authorize their adjudication.

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

1. Appropriation of Conditional Water Rights for Storage Reservoirs. The Board authorizes the filing of an application to appropriate conditional water rights for Firestone Reservoir No. 1, Firestone Reservoir No. 2 and the Firestone Central Park Reservoir. The beneficial uses of such conditional water rights shall include all municipal uses, including storage, augmentation, recharge, irrigation, commercial, industrial, substitution and exchange as well as recreation and piscatorial uses within the reservoirs. The Town of Firestone will fill each reservoir to capacity with an initial fill and one refill annually. The as-built storage capacity for the Firestone Reservoir No. 1 is 1,218.62 acre-feet. The anticipated as-built storage capacities for Firestone Reservoir No. 2 and the Firestone Central Park Reservoir are 1,200 acre-feet and 100 acre-feet, respectively. The initial fill for the Firestone Reservoir No. 1 may be diverted and stored under the 2005 water rights decreed in Case No. 05CW335, up to the maximum amounts decreed in that case. Portions of the annual refill for Firestone Reservoir No. 1 may be diverted and stored pursuant under the water rights decreed in Case No. 05CW335 with the remainder of the refill to occur from the appropriations described herein. The source of water used for the remainder of the re-fill of Firestone Reservoir No. 1 shall be from Boulder Creek and St. Vrain Creek from the appropriations of conditional water rights at the headgate for the Rural Ditch of 15 c.f.s. and the Last Chance Ditch of 25 c.f.s. The source of water used to fill Firestone Reservoir No. 2 shall be from Boulder Creek and St. Vrain Creek from the appropriations of conditional water rights at the headgate for the Rural Ditch of 15 c.f.s. and the Last Chance Ditch of 25 c.f.s. The source of water used to fill the Central Park Reservoir shall be from Boulder Creek from and appropriation of a conditional water right at the headgate of the Lower Boulder Ditch of 25 c.f.s. Each of the wells in listed in Paragraph 2 below may be used to fill each of the storage reservoirs described herein.
2. Appropriation of Conditional Water Rights for Wells. The Board authorizes the filing of an application to appropriate conditional water rights for the Mountain Shadows Well not to exceed 800 g.p.m., the Gould Well Field for a combined appropriation of all wells not to exceed 2,400 g.p.m., the Varra Well Field for a combined appropriation of all wells not to exceed 2,400 g.p.m., the Firestone Trail Well Field for a combined appropriation of all wells not to exceed 1,200 g.p.m. and the St. Vrain Sanitation District Well Field for a combined appropriation of all wells not to exceed 2,400 g.p.m all in the locations described in the recitals above. The beneficial uses of such conditional water rights shall include all municipal uses, including storage, augmentation, recharge, irrigation, commercial, industrial, substitution and exchange, as well as recreation and piscatorial uses within reservoirs.
3. Plan for Augmentation. The Board authorizes the filing of a plan for augmentation to include the out-of-priority diversions of water from those rights and structures as described in Paragraph 2 of this Resolution, as well as additional out-of-priority diversions from rights and structures which may be included in the plan in the future.

4. Change of Ditch Company Shares Owned by Firestone. The Board authorizes the filing of a change of water rights for the 2.41 shares of Rural Ditch Company, the 3.97 Preferred Shares and 6.6667 Common Shares of Lower Boulder owned by the Town for all beneficial uses of the municipal water system of Firestone as it currently exists or exists in the future, including, but not limited to, municipal, domestic, irrigation, commercial, industrial, recreation, fish and wildlife, augmentation, replacement, exchange and storage for these purposes.
5. Additional Change of Ditch Company Shares. The Board authorizes the Filing of a change of water rights for the 1.9 shares of Rural Ditch Company which is subject to that Option to Purchase Agreement entered into by and between the Town and L.G. Everist, Inc. dated December 20, 2018 for all beneficial uses of the municipal water system of Firestone as it currently exists or exists in the future, including, but not limited to, municipal, domestic, irrigation, commercial, industrial, recreation, fish and wildlife, augmentation, replacement, exchange and storage for these purposes. Authorization for such a change was approved by L.G. Everist, Inc. on July 13, 2018.
6. Change of Storage Reservoir Water Rights. The Board authorizes the filing of a change of water rights for those conditional water rights described and decreed in Case No. 05CW335, Water Division One, Weld County, Colorado which were acquired by the Town of Firestone and which shall be changed to include all beneficial uses of the municipal water system of Firestone as it currently exists or exists in the future, including, but not limited to, municipal, domestic, irrigation, commercial, industrial, recreation, fish and wildlife, augmentation, recharge, replacement, exchange and storage for these purposes.
7. The Mayor, Town Manager and other officers, employees and agents of the Town are authorized to take such actions as necessary in connection with the filing of the applications contemplated in this Resolution.
8. All action taken prior to the date of this Resolution by the Board or the officers or agents of the Board or the Town relating the applications contemplated herein are hereby ratified, approved and confirmed.
9. Nothing in this Resolution is intended to nor should be construed to create any multiple-fiscal year direct or indirect Town debt or fiscal obligation whatsoever.
10. If any portion of this Resolution is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that on part or parts be declared unconstitutional or invalid.

INTRODUCED, READ AND ADOPTED this 23rd day of January, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.e.

Consent Agenda

Meeting Date: January 23, 2019

Initiated By:

Dept: Planning & Zoning

AGENDA TITLE

Resolution 19-05: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR ADVANCED FORMING TECHNOLOGY FILING NO. 2 FINAL PLAT

SUMMARY

Staff has received a request from AGPROfessionals, on behalf of Advanced Forming Technology, Inc., to extend the recording deadline for the Advanced Forming Technology Filing No. 2 Final Plat. The extension will allow additional time to complete the steps necessary to execute a Special Warranty Deed conveying Public Right-of Way to the Town of Firestone. The applicant is requesting a 90-day extension to April 24, 2019.

HISTORY AND PREVIOUS BOARD ACTION

The plat application was approved by Resolution No.18-38 by the Board of Trustees on September 26, 2018. By the Town's Development Regulations the plat and associated final documents must be recorded within 120 days, or by January 24, 2019.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution extending the recording deadline for the plat and associated documents to April 24, 2019.

ALTERNATIVES

The Board could choose to not approve the extension or to change the date of the requested extension.

ATTACHMENTS

1. 6e - Reso 19-05 AFT recording extension
2. AFT Extension Request
3. AFT Reso 18-38

FINANCIAL CONSIDERATIONS

N/A

RESOLUTION 19-05

A RESOLUTION EXTENDING THE RECORDING PERIOD FOR ADVANCED FORMING TECHNOLOGY FILING NO. 2 FINAL PLAT

WHEREAS, on September 26, 2018, the Board of Trustees for the Town of Firestone adopted Resolution 18-38 approving with conditions a Final Plat for Advanced Forming Technology Filing No. 2; and

WHEREAS, Section 10.30 of the Firestone Development Regulations provides that, subsequent to any Town Board approval, the applicant shall submit the final documents for recording by the Town Clerk and if the final documents are not recorded within 120 days of the date of Town Board approval, approval of the documents shall lapse and the applicant shall be required to submit a new application to be processed pursuant to the same procedures and requirements specified for the initial application; and

WHEREAS, currently, final documents relating to the above-referenced final plat are required to be recorded by January 24, 2019; and

WHEREAS, the applicant has submitted to the Senior Planner a request to extend the recording deadline in order to allow them to prepare and finalize the documents necessary for completion and recordation; and

WHEREAS, the Board of Trustees further finds the requirement set forth in Section 10.30 of the Development Regulations is administrative in nature and exists for the benefit of the Town, in order to ensure timely perfection of Town approvals, and that if the Board finds it to be in the best interest of the Town to extend such deadline it may do so; and

WHEREAS, the Town Board concludes it is in the best interest of the Town to extend the time period for recording final documents for the Advanced Forming Technology Filing No. 2 application.

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

Section 1. The Board of Trustees of the Town of Firestone hereby extends until April 24, 2019 the recording deadline for the final documents for the Advanced Forming Technology Filing No. 2 application.

INTRODUCED, READ AND ADOPTED this 23rd day of January, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

January 7, 2019

Ms. Tracy Case
Firestone Planning Department
8308 Colorado Blvd., Suite 200
Firestone, CO 80504

Subject: Extension Request
Advanced Forming Technology Filing No. 2 – Final Plat
AGPRO Project #: 1119-01

Dear Tracy,

AGPROfessionals, on behalf of Advanced Forming Technology, Inc., is requesting an extension of the recording deadline for the Advanced Forming Technology Filing No. 2 Final Plat. The Final Plat was approved by the Board of Trustees on September 26, 2018 with a recording deadline of January 24, 2019. We are requesting a 90-day extension to allow additional time to complete the following:

- Condition of Approval No. 3: "Execute a deed conveying Tract 1 to the Town of Firestone, free of liens and encumbrances."
- August 9, 2018 Engineering Review Comment No. 1: "The Public Right-of-Way (Tract 1) being dedicated with this Plat will need to be conveyed to the Town via special warranty deed. The Town will prepare the Warranty Deed. The Town will require a title policy in favor of the Town for Tract 1 using a land value of \$25,000.00 per acre. In addition, if there are any deeds of trust on the property, the Town will require partial releases of the deeds of trust."

A Deed of Trust was executed on June 26, 2014 between Advanced Forming Technology, Inc. and RBS Citizens, N.A. at reception number 4026399. AGPROfessionals is diligently working towards securing the Partial Release Deed of Trust for Tract 1 and is hopeful the conflicts between the lender's policies and the Town's requirements can be resolved. We have contacted the attorneys of interest for this and are seeking resolution. Thank you for your consideration of this extension request. Please remit responses to AGPROfessionals. If you have any questions, please contact me at (970) 535-93178.

Sincerely,



Kelsey Bruxvoort
Land Planner

RESOLUTION NO. 18-38

A RESOLUTION APPROVING A FINAL PLAT FOR ADVANCED FORMING TECHNOLOGY FILING NO. 2

WHEREAS, there has been submitted to the Planning and Zoning Commission and Board of Trustees of the Town of Firestone a request for approval of a final plat for Advanced Forming Technology Filing No. 2; and

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

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

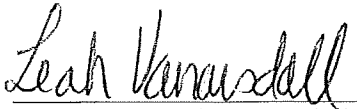
WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Board of Trustees finds the proposed final plat should be approved, subject to certain conditions.

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

Section 1. The Final Plat for Advanced Forming Technology Filing No. 2 hereby approved, subject to the conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

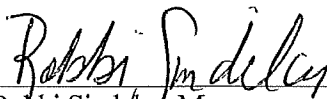
PASSED AND ADOPTED this 26th day of September, 2018.

ATTEST:



Leah Vanarsdall, Town Clerk





Bobbi Sindelar, Mayor

EXHIBIT A
Advanced Forming Technology Filing No. 2
Final Plat
Conditions of Approval

1. Provide an updated title commitment when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
2. Execute a subdivision agreement, in a form to be approved by the Town Attorney.
3. Execute a deed conveying Tract 1 to the Town of Firestone, free of liens and encumbrances.
4. Revise plat to show all easements listed in the title commitment.
5. Revise legal description to conform with the recorded Filing No. 1. Identify if the property pins around Lot 2 were found or set.
6. Update the platy to reflect the current status of the two wells shown on Sheet 3. Show a 25' setback from plugged and abandoned wells and add the following note to the plat: "No structures, temporary or permanent, shall be constructed within the setback for the plugged and abandoned well located on Lot 1."
7. On Sheet 3, in the third line of the title block, add "a portion of" between "of" and "Lot 1," to match Sheets 1 and 2.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.f.

Consent Agenda

Meeting Date: January 23, 2019

Initiated By: Dave Lindsay

Dept: Police

AGENDA TITLE

Firestone Police Station Construction Payment Application No. 7

SUMMARY

Payment Application No. 7 is for work completed between November 30, 2018 thru December 31, 2018. The work during this period included installation of CMU walls, installation of concrete foundations for car ports and mechanical yards, installation of interior electrical and mechanical sleeves/raceways, and installation of the perimeter fencing.

Payment Application No. 7 was reviewed by Roth Sheppard Architects (RSA) in their role as the Owner's Representative and was authorized for payment. Pay App No. 7 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. 7 and authorization to make payment in the amount of \$1,063,933.38.

ALTERNATIVES

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

ATTACHMENTS

1. 30-18-006 FPD&MC Pay Application 007 - 1.1.2019
2. All-In Project Cost Tracking (2019.01.16)

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 FROM CONTRACTOR: FCI Constructors, Inc. - Frederick 4015 Coriolis Way Frederick, CO 80504	PROJECT: Firestone Police Dept & Municipal Court 2 Park Ave, Firestone, CO 80504 VIA ARCHITECT: Roth Sheppard Architects 1900 Wazee Street, Suite 100 Denver, CO 80202	APPLICATION NO: 007 PERIOD TO: 12/31/2018 CONTRACT FOR: New Construction CONTRACT DATE: 3/7/2018 PROJECT NOS: 30-18-006	Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
---	--	--	--

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	2,152,879.00
2. NET CHANGE BY CHANGE ORDERS	\$	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)	\$	3,918,796.72
5. RETAINAGE:		
a. _____ % of Completed Work (Columns D + E on G703)	\$	195,939.83
b. _____ % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$	195,939.83
6. TOTAL EARNED LESS RETAINAGE	\$	3,722,856.89
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	2,658,923.51
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	1,063,933.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$	9,074,388.11

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
TOTAL	\$ 10,644,366.00	\$ 0.00
NET CHANGES by Change Order	\$ 10,644,366.00	

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: [Signature] Date: 1-9-19

State of: Colorado

County of: Weld

Subscribed and sworn to before me this 9

day of Jan

Notary Public:

My commission expires: 9-7-19

KIMBERLY A LAWRENCE
NOTARY PUBLIC
STATE OF COLORADO

NOTARY ID 19994024772

MY COMMISSION EXPIRES SEPTEMBER 7, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

(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: _____

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.

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: 1 3
APPLICATION DATE: 007
PERIOD TO: 12/31/2018
ARCHITECT'S PROJECT NO: 12/31/2018

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	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	29,143.00	100.00	0.00	1,457.15
01 10 00	General Conditions	770,035.00	300,613.00	59,194.01	0.00	359,807.01	46.73	410,227.99	17,990.35
02 21 13	Surveying	35,522.00	35,522.00	0.00	0.00	35,522.00	100.00	0.00	1,776.10
02 41 09	Misc. Sitework	10,000.00	9,803.28	0.00	0.00	9,803.28	98.03	196.72	490.16
03 00 01	Concrete - J Built	667,976.31	508,642.00	79,605.50	0.00	588,247.50	88.06	79,728.81	29,412.38
03 35 43	Concrete Polishing - CFS	59,255.00	0.00	0.00	0.00	0.00	0.00	59,255.00	0.00
03 35 44	Misc. Concrete	68,655.50	30,948.75	12,909.09	0.00	43,857.84	63.88	24,797.66	2,192.89
04 00 01	Masonry - Big Horn	461,628.00	221,000.00	120,000.00	0.00	341,000.00	73.87	120,628.00	17,050.00
04 00 02	Misc. Masonry	39,480.00	3,621.00	14,306.97	0.00	17,927.97	45.41	21,552.03	896.40
05 00 01	Structural Steel - Barton	730,470.00	40,224.00	436,500.80	0.00	476,724.80	65.26	253,745.20	23,836.24
05 00 02	Misc. Steel	49,266.00	0.00	7,075.20	0.00	7,075.20	14.36	42,190.80	353.76
06 40 01	Architectural Woodwork - Foothills	181,122.00	0.00	0.00	0.00	0.00	0.00	181,122.00	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	51,579.00	0.00	0.00	0.00	0.00	0.00	51,579.00	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	92,152.00	14,599.21	205.44	0.00	14,804.65	16.07	77,347.35	740.23
08 10 01	Hollow Metal Doors, Frames, and Har	171,070.00	0.00	4,565.94	0.00	4,565.94	2.67	166,504.06	228.30
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	11,500.00	0.00	0.00	0.00	0.00	0.00	11,500.00	0.00
08 43 13	Aluminum Storefront - Colorado Wind	268,010.00	4,288.89	0.00	0.00	4,288.89	1.60	263,721.11	214.44
	GRAND TOTAL								

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Document G703™ – 1992

Continuation Sheet

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APPLICATION DATE: 007
PERIOD TO: 12/31/2018
ARCHITECT'S PROJECT NO: 12/31/2018

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
08 45 01	Translucent Systems - Duo-gard	65,848.00	3,614.00	0.00	0.00	3,614.00	5.49	62,234.00	180.70
08 45 02	Misc. Division 8	56,441.00	0.00	7,378.44	0.00	7,378.44	13.07	49,062.56	368.92
09 21 01	Metal Studs and Drywall - Phase 2	834,016.00	0.00	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	0.00	358,025.00	0.00
09 60 02	Flooring -	140,683.00	0.00	0.00	0.00	0.00	0.00	140,683.00	0.00
09 90 01	Painting - Maximum	127,838.00	0.00	0.00	0.00	0.00	0.00	127,838.00	0.00
09 90 02	Misc. Division 9	83,818.00	0.00	0.00	0.00	0.00	0.00	83,818.00	0.00
10 14 01	Signage - Image 360	20,014.50	0.00	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	0.00	47,948.00	0.00
10 55 27	Lockers and High Density Shelving - (	185,635.00	0.00	0.00	0.00	0.00	0.00	185,635.00	0.00
10 75 01	Flagpoles - Custom Flagpoles	13,280.00	0.00	0.00	0.00	0.00	0.00	13,280.00	0.00
10 75 02	Misc. Division 10	16,597.50	0.00	0.00	0.00	0.00	0.00	16,597.50	0.00
11 98 01	Detention Equipment - CML	88,685.00	8,000.00	2,250.00	0.00	10,250.00	11.56	78,435.00	512.50
11 98 02	Misc. Division 11	34,183.00	0.00	0.00	0.00	0.00	0.00	34,183.00	0.00
12 20 01	Window Treatments - Gotcha Coverer	30,227.00	0.00	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	0.00	5,652.00	0.00
21 10 01	Fire Suppression - American Sprinkler	94,400.00	0.00	0.00	0.00	0.00	0.00	94,400.00	0.00
23 00 01	Mechanical - MPI	1,642,949.40	156,000.00	118,500.00	0.00	274,500.00	16.71	1,368,449.40	13,725.00
23 00 90	BIM Coordination	20,000.00	17,240.00	2,760.00	0.00	20,000.00	100.00	0.00	1,000.00
23 00 91	Misc. Division 23	12,993.00	0.00	2,209.28	0.00	2,209.28	17.00	10,783.72	110.46
26 00 01	Electrical - Montgomery	1,103,798.00	189,445.00	36,897.00	0.00	226,342.00	20.51	877,456.00	11,317.10
26 00 02	Misc. Division 26	22,839.00	14,854.53	1,287.79	0.00	16,142.32	70.68	6,696.68	807.12
27 10 01	Data/Telecom - Lynx	80,305.31	0.00	0.00	0.00	0.00	0.00	80,305.31	0.00
	GRAND TOTAL								

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AIA Document G703™ – 1992

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.
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APPLICATION DATE: 007
PERIOD TO: 12/31/2018
ARCHITECT'S PROJECT NO: 12/31/2018

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
27 40 01	Intercom/AV System - AVI SPL	113,786.00	0.00	0.00	0.00	0.00	0.00	113,786.00	0.00
27 40 02	Misc. Division 27	8,733.69	0.00	0.00	0.00	0.00	0.00	8,733.69	0.00
28 10 02	Security - Beacon	169,884.43	0.00	10,000.00	0.00	10,000.00	5.89	159,884.43	500.00
28 46 05	Misc. Division 28	6,125.00	0.00	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	0.00	16,800.00	0.00
31 20 00	Earthwork / Utilities / Erosion Control	613,275.53	599,611.25	0.00	0.00	599,611.25	97.77	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	90.88	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	26.46	281,640.72	5,067.11
32 17 23	Pavement Markings & Signs - SUS	25,189.00	0.00	0.00	0.00	0.00	0.00	25,189.00	0.00
32 31 01	Fencing - Steelock	213,265.00	0.00	114,543.00	0.00	114,543.00	53.71	98,722.00	5,727.15
32 90 01	Landscaping and Irrigation - Alpine	277,991.85	8,143.00	48,049.50	0.00	56,192.50	20.21	221,799.35	2,809.63
32 90 02	Division 32 - FCI	34,237.00	10,002.35	6,974.04	0.00	16,976.39	49.58	17,260.61	848.82
33 71 16	Light pole Foundations - The Caissor	25,954.12	24,459.53	1,494.59	0.00	25,954.12	100.00	0.00	1,297.71
33 71 17	Misc. Division 33	4,245.88	4,143.00	0.00	0.00	4,143.00	97.58	102.88	207.15
90 10 01	Builders Risk Insurance	5,504.28	1,762.00	564.00	0.00	2,326.00	42.26	3,178.28	116.30
90 20 01	General Liability	89,580.72	89,580.72	0.00	0.00	89,580.72	100.00	0.00	4,479.04
90 30 01	Sub Insurance	172,534.00	162,959.04	0.00	0.00	162,959.04	94.45	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	100.00	0.00	3,177.85
95 10 02	Contractors Contingency	276,709.23	0.00	0.00	0.00	0.00	0.00	276,709.23	0.00
95 40 01	Bid Contingency	(109,361.28)	0.00	0.00	0.00	0.00	0.00	(109,361.28)	0.00
99 10 01	Fee	373,249.00	81,629.56	32,659.28	0.00	114,288.84	30.62	258,960.16	5,714.44
	GRAND TOTAL	12,797,245.00	2,798,866.85	1,119,929.87	0.00	3,918,796.72	30.62	8,878,448.28	195,939.83

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

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

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	\$34,020.00
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	\$38,954.00
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					\$0.00
	Century Link					\$0.00
	Comcast					\$21,787.82
	Firestone Intranet FO					
15	Owners Contingency (5%)	LS	1	\$98,628.05	\$98,628.05	\$0.00
Owner Direct Costs SUBTOTAL					\$3,088,814.05	\$2,912,026.95

TOTAL PROJECT COST \$15,915,281.55 \$15,709,271.95

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.g.

Consent Agenda

Meeting Date: January 23, 2019

Initiated By:

Dept: Administration

AGENDA TITLE

Resolution 19-08: A RESOLUTION RE-APPOINTING MUNICIPAL COURT JUDGES FOR A TERM OF NO LESS THAN TWO (2) YEARS

SUMMARY

Per C.R.S. 13-10-105 and Firestone Municipal Code 2.08.010(A) and 2.44.040(A) specifies the process for appointment and term of municipal judges.

Firestone has one Municipal Judge, Paul Basso and two (2) Associate Judges, Jeff Cahn and Will Hardesty, all of whom wish to remain appointed.

HISTORY AND PREVIOUS BOARD ACTION

Ordinance 885 set the current Judge(s) term to expire on December 31, 2018.

By Motion, the Board can re-appoint said Judge(s) to a term set to expire December 31, 2020.

RECOMMENDATION

To Motion to re-appoint Municipal Court Judges for a term of no less than two (2) years.

ALTERNATIVES

Give Staff Further Direction

ATTACHMENTS

1. 6g - Reso 19-08 Muni Judge re-appointments

FINANCIAL CONSIDERATIONS

Budget is set forth annually for compensation of Municipal Court Judge(s).

RESOLUTION 19-08

A RESOLUTION RE-APPOINTING MUNICIPAL COURT JUDGES FOR A TERM OF NO LESS THAN TWO (2) YEARS

WHEREAS, Colorado Revised Statutes §13-10-105 and Firestone Municipal Code 2.08.010(A) and 2.44.040(A) specifies the process for appointment and term of municipal judges; and

WHEREAS, pursuant to such procedures the Town appoints the Municipal Court Judge and Associate Judges to provide support for Firestone Municipal Court; and

WHEREAS, the previous two-year term of the Municipal Court Judge and Associate Judges expired on December 31, 2018; and

WHEREAS, the Board of Trustees desires to reappoint the Municipal Court Judge and Associate Judges for an additional two-year term commencing on January 1, 2019 and concluding on December 31, 2020, on the same terms and conditions as set forth in their existing contracts; and

WHEREAS, the Board of Trustees finds that this appointment is in the best interest of the Town and its citizens.

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

Section 1. The Municipal Court Judges and Associate Judges are hereby reappointed for an additional two-year term commencing on January 1, 2019 and concluding on December 31, 2020 on the same terms and conditions as set forth in their existing contracts.

Section 2. Resolution 19-08 is hereby adopted by the Firestone Board of Trustees and the re-appointment of the Municipal Judges as specified herein is hereby approved.

INTRODUCED, READ AND ADOPTED this 23rd day of January, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

TOWN OF FIRESTONE, COLORADO
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Liquor Licensing Authority of the Town of Firestone will hold a Public Hearing at 7:00 pm on Wednesday, January 23, 2019 at 7:00 pm, at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the Hearing will be to consider the application of Maya Grill & Cantina, LLC dba Maya Grill & Cantina, dated December 4, 2018 for a Hotel and Restaurant License to serve/sell Malt, Vinous & Spirituous beverages for the premises located 11078 Cimarron St Units A 7 B, Firestone, Colorado. The name and address of its officer is Alberto Quiro, 11292 Columbine St, Firestone, Colorado.

Any person may appear at the Public Hearing and be heard regarding the matter under consideration. Copies of the application are on file and available for public inspection, by appointment, in the office of the Town Clerk, 151 Grant Ave, Firestone, Colorado 80520, during regular business hours.

Dated this 3rd day of January, 2019.

LIQUOR LICENSING AUTHORITY,
TOWN OF FIRESTONE

Leah Vanarsdall, Town Clerk

Published January 7th, 2019, in the Longmont Daily Times-Call.

BEIMFORD & ASSOCIATES, LLC

Attorneys at Law

1980 S. Quebec Street, Suite 204

Denver, CO 80231

Phone: (303) 368-8003

Fax: (303) 632-7359

E-mail: Jim@coloradoliquorlaw.com

December 4, 2018

Town of Firestone Liquor Licensing
Attn: Town Clerk Leah Vanarsdall
151 Grant Ave
Firestone, CO 80520

Re: Application for a new Hotel & Restaurant Application filed on behalf of Maya Grill and Cantina, LLC

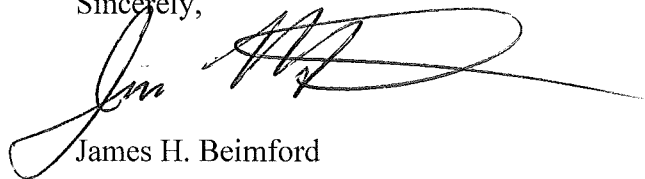
To Town of Firestone:

Attached are an original and a copy of an Application for a new Hotel & Restaurant Liquor License on behalf of Maya Grill and Cantina, LLC for the location of 11078 Cimarron St. Units A & B Firestone CO 80504.

The principal and sole Member and Manager of the of the Applicant are Alberto Quiroza who will also be the on-site manager of the Applicant.

Please let me know if you have any questions or require any additional information.

Sincerely,



James H. Beimford

JHB/jj

Encs.

1

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I. Applicant information	☐ A. Applicant/Licensee identified ☐ B. State sales tax license number listed or applied for at time of application ☐ C. License type or other transaction identified ☐ D. Return originals to local authority ☐ E. Additional information may be required by the local licensing authority ☐ F. All sections of the application need to be completed
II. Diagram of the premises	☐ A. No larger than 8 1/2" X 11" ☐ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☐ D. Kitchen - identified if Hotel and Restaurant ☐ E. Bold/Outlined Licensed Premises
III. Proof of property possession (One Year Needed)	☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk ☐ B. Lease in the name of the applicant (or) (matching question #2) ☐ C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant ☐ D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV. Background information and financial documents	☐ A. Individual History Records(s) (Form DR 8404-I) ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentGO. The Vendors are as follows: IdentGO - https://uenroll.identogo.com/ Phone: (844)539-5539 (toll-free) IdentGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting by American Bioidentity – Details to be announced ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans (Copies to also be attached)
V. Sole proprietor/husband and wife partnership (if applicable)	☐ A. Form DR 4679 ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI. Corporate applicant information (if applicable)	☐ A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office ☐ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation ☐ D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)
VII. Partnership applicant information (if applicable)	☐ A. Partnership Agreement (general or limited). Not needed if husband and wife ☐ B. Certificate of Good Standing (If formed after 2009)
VIII. Limited Liability Company applicant information (if applicable)	☐ A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) ☐ B. Certificate of Good Standing ☐ C. Copy of operating agreement ☐ D. Certificate of Authority if foreign company
IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application	☐ A. \$75.00 fee ☐ B. Individual History Record (DR 8404-I) ☐ C. If owner is managing, no fee required

Name Maya Grill & Cantina, LLC		Type of License Hotel & Restaurant		Account Number N/A New Application
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?				Yes ☐ No ☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?				☐ ☒
(b) Had an alcohol beverage license suspended or revoked?				☐ ☒
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?				☐ ☒
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.				☐ ☒
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?				☐ ☒
				or
Waiver by local ordinance?				☐ ☐
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				☐ ☒
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				☐ ☒
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?				☒ ☐
13b. Are you a Colorado resident?				☒ ☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.				☐ ☒
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?				☒ ☐
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord Song Real Estate, LLC		Tenant Maya Grill & Cantina		Expires May 31, 2021
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.				☐ ☒
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name N/A	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				☐ ☐
Has a local ordinance or resolution authorizing optional premises been adopted?				
Number of additional Optional Premise areas requested. (See license fee chart)				N/A
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?				☐ ☐
If "yes" a copy of license must be attached.				N/A
19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?				☐ ☐
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?				☐ ☐
(c) How long has the club been incorporated?				N/A
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?				☐ ☐
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)				N/A ☐ ☐

Name Maya Grill & Cantina, LLC		Type of License Hotel & Restaurant	Account Number N/A New Application	
21. Campus Liquor Complex applicants answer the following:				
(a) Is the applicant an institution of higher education?				Yes No ☐ ☐
(b) Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services. <i>N/A</i>				☐ ☐
22. For all on-premises applicants:				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Quiroz		First Name of Manager Alberto		
23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. ☐ ☒				
24. Related Facility - Campus Liquor Complex applicants answer the following:				Yes No ☐ ☐
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				<i>N/A</i>
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
25. Tax Dstraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax dstraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. ☐ ☒				
26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members . In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	DOB	Position	%Owned
Alberto Quiro	<i>11292 Columbine St, CO</i>	<i>11/7/94</i>	Member/Manager	100%
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above.				
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)				
** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				
Name Maya Grill & Cantina, LLC		Type of License Hotel & Restaurant	Account Number N/A New Application	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature <i>Alberto Quiro</i>		Printed Name and Title Alberto Quiroz, Member Manager		Date <i>11/23/18</i>
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:			
☐ Fingerprinted ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants			
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One)			
☐ Date of inspection or anticipated date _____ ☐ Will conduct inspection upon approval of state licensing authority			
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?			Yes No ☐ ☐
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?			☐ ☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?			☐ ☐
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.			
Local Licensing Authority for		Telephone Number	☐ Town, City ☐ County
Signature	Print	Title	Date
Signature	Print	Title	Date

DILL AND DILL

DILL DILL CARR STONBRAKER AND HUTCHINGS P.C.
ATTORNEYS AT LAW

Adam Stapen
455 Sherman Street, Suite 300
Denver, CO 80203
(303)777-3737

VIA FEDEX DELIVERY

January 14, 2019

Leah Vanarsdall
Town of Firestone, Town Clerk
151 Grant Avenue
Firestone, CO 80520

Re: PERMANENT MODIFICATION OF PREMISES
DILLON COMPANIES LLC DBA KING SOOPERS #105
FMB License # 01-10779-0189

Leah,

Adam Stapen, of the law firm of DILL DILL CARR STONBRAKER & HUTCHINGS, P.C., hereby enters his appearance on behalf of the above-named Applicant and requests all communications and correspondence regarding this matter to be directed to Adam Stapen and/or his paralegal, Brenda Rowe.

And therefore, on behalf of our client, we respectfully submit this application for Permanent Modification of Premises to permanently expand product placement area for fermented malt beverage products, as depicted on the attached diagram.

Thank you for your assistance with this matter. If you have any questions or need additional information, please contact Brenda Rowe at (303) 282-4135 or by e-mail at browe@dillanddill.com.

Sincerely,



Adam Stapen
Attorney for Licensee
303-777-3737

Permit Application and Report of Changes

Current License Number 01-10779-0189
All Answers Must Be Printed in Black Ink or Typewritten
Local License Fee \$ _____

1. Applicant is a ☐ Corporation ☐ Individual ☐ Partnership ☒ Limited Liability Company		Present License Number 01-10779-0189
2. Name of Licensee DILLON COMPANIES LLC		3. Trade Name KING SOOPERS #105
4. Location Address 6110 FIRESTONE BLVD		
City FIRESTONE	County WELD	ZIP 80520

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. _____ ☐ Manager's Registration (Hotel & Restr.) \$75.00 ☐ Manager's Registration (Tavern) \$75.00 ☐ Manager's Registration (Lodging & Entertainment) \$75.00 ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	☐ Retail Warehouse Storage Permit (ea) \$100.00 ☐ Wholesale Branch House Permit (ea) 100.00 ☐ Change Corp. or Trade Name Permit (ea) 50.00 ☐ Change Location Permit (ea) 150.00 ☒ Change, Alter or Modify Premises \$150.00 x <u>1</u> (Permanent) Total Fee <u>\$150.00</u>
Section B – Duplicate License • Liquor License No. _____ ☐ Duplicate License \$50.00	☐ Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____ ☐ Campus Liquor Complex Designation No Fee

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$00

Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

☐ **Section A**

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ **Section B**

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

☒ **Section C**

Check the appropriate box in section C and proceed below.

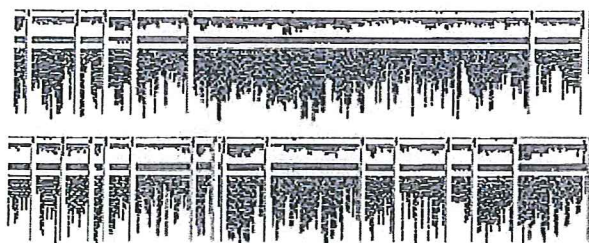
- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Campus Liquor Complex Designation**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 8) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.

Storage Permit	5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit N/A ☐ Retail Warehouse Permit for: ☐ On-Premises Licensee (Taverns, Restaurants etc.) ☐ Off-Premises Licensee (Liquor stores) ☐ Wholesalers Branch House Permit Address of storage premise: _____ City _____, County _____, Zip _____ Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.					
Change Trade Name or Corporate Name	6. Change of Trade Name or Corporation Name N/A ☐ Change of Trade name / DBA only ☐ Corporate Name Change (Attach the following supporting documents) 1. Certificate of Amendment filed with the Secretary of State, or 2. Statement of Change filed with the Secretary of State, <u>and</u> 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td> <td style="width: 50%; padding: 2px;">New Trade Name</td> </tr> <tr> <td style="padding: 2px;">Old Corporate Name</td> <td style="padding: 2px;">New Corporate Name</td> </tr> </table>		Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name					
Old Corporate Name	New Corporate Name					
Change of Location	7. Change of Location N/A NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held. Date filed with Local Authority _____ Date of Hearing _____ (a) Address of current premises _____ City _____ County _____ Zip _____ (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee) Address _____ City _____ County _____ Zip _____ (c) New mailing address if applicable. Address _____ City _____ County _____ State _____ Zip _____ (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.					

Change of Manager	8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8). N/A (a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only) Former manager's name _____ New manager's name _____ (b) Date of Employment _____ Has manager ever managed a liquor licensed establishment? Yes ☐ No ☐ Does manager have a financial interest in any other liquor licensed establishment? Yes ☐ No ☐ If yes, give name and location of establishment _____
Modify Premises or Addition of Optional Premises or Related Facility	9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities. (a) Describe change proposed _____ Permanently expand product placement area for fermented malt beverage products, as depicted on the attached diagram. (b) If the modification is temporary, when will the proposed change: Start <u>N/A</u> (mo/day/year) End _____ (mo/day/year) NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00 (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) Yes ☐ No ☒ (d) Is the proposed change in compliance with local building and zoning laws? Yes ☒ No ☐ (e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? N/A Yes ☐ No ☐ (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises. Please see Attached. (g) Attach any existing lease that is revised due to the modification. No Change.
Campus Liquor Complex Designation	10. Campus Liquor Complex Designation N/A An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes ☐ No ☐
Additional Related Facility	11. Additional Related Facility N/A To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided Yes ☐ No ☐

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Title VICE PRESIDENT	Date 12-1-2018
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

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FINAL PLAN

[illegible]

MINOR CAPITAL-GO FAST
KS-105
6110 FIRESTONE BLVD
FIRESTONE.CO



THE UNIVERSITY OF CHICAGO



B-015 (20) 71A-3054

FAX (571) 47-9541

GENERAL NOTES :

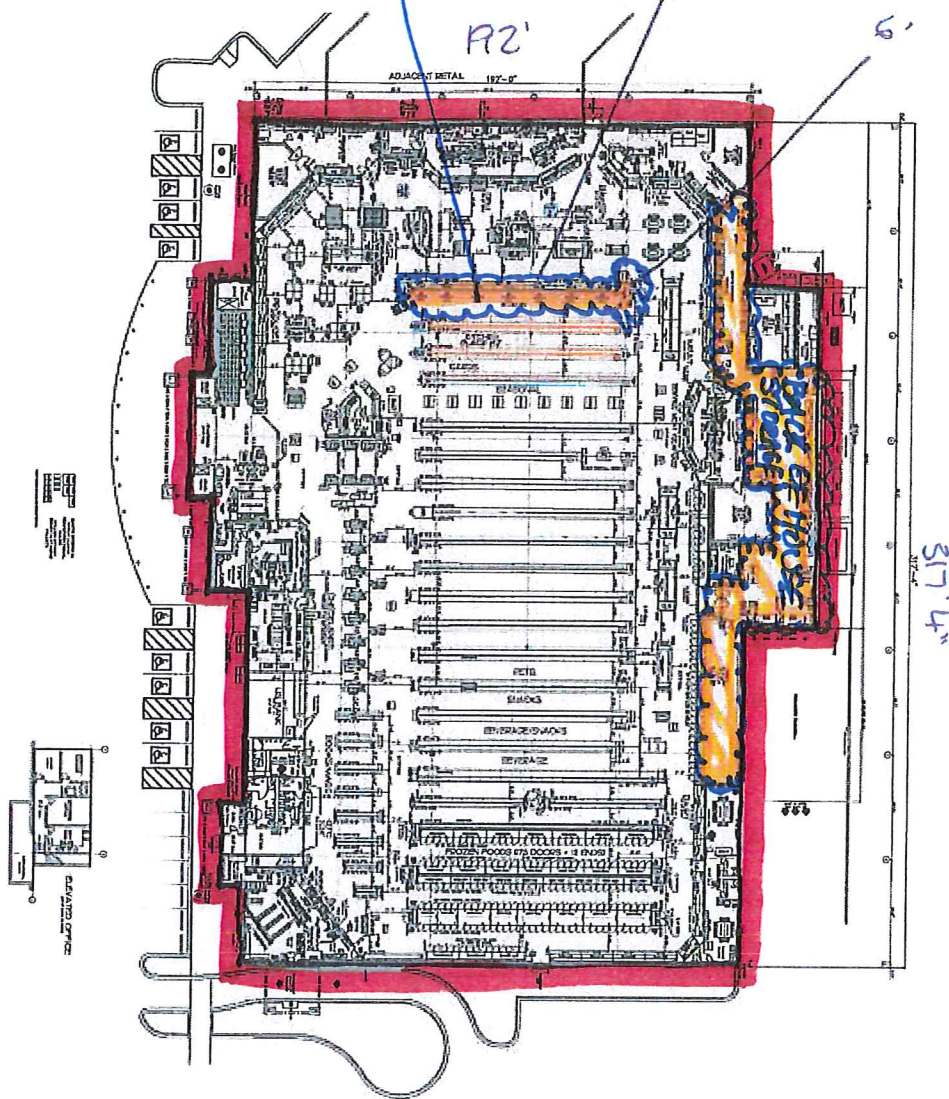
ALL EMPLOYERS ARE TO BE CONSIDERED (DEFINING) UNLESS NOTED OTHERWISE. THE FOLLOWING EMPLOYERS, WHEN APPLICABLE, MUST BE CONSIDERED AS BEING THE COMPLETE RESPONSIBILITY OF THE LESSEE EMPLOYEE.

INFORMATION FOR THIS PLAN WAS TAKEN FROM ADVERTISING, PLANS DATED 1972, AND REVENUE PLANS DATED 1972. ALL ABOVE MUST BE REVERSED IN ORDER TO BE CORRECT. EXTRACT THE ABOVE EMPLOYERS IF ANY DISCREPANCIES ARE FOUND.

NOTE:
THE PLAN OF EMPLOYERS MUST BE IN THE HANDS OF THE EMPLOYERS OF THE WORKER IN ORDER FOR THE WORKER TO BE CONSIDERED AS BEING THE COMPLETE RESPONSIBILITY OF THE LESSEE EMPLOYEE. THE WORKER MUST BE IN THE HANDS OF THE EMPLOYERS OF THE WORKER IN ORDER TO BE CONSIDERED AS BEING THE COMPLETE RESPONSIBILITY OF THE LESSEE EMPLOYEE.

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Base Store: 66.807
Does not include Mezzanine



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per
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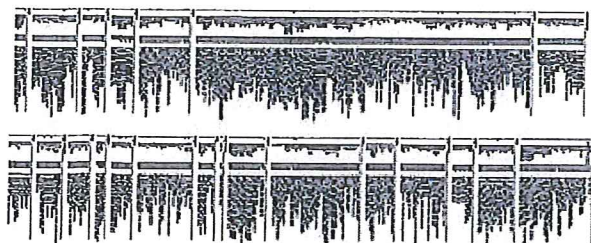
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[illegible]

FINAL PLAN



(EXIST) BOUNTIFUL

[illegible]

MINOR CAPITAL-GO FAST

KS-105

6110 FIRESTONE BLVD
FIRESTONE.CO



**GENERAL OFFICE
FACILITY ENGINEERING**
100 WEST 17TH, CHICAGO, IL 60604



68 TELON STREET
DUBLIN 2, CO.

P-O5 1527 774-054

FAY 002127-244

GENERAL NOTES :

ALL EQUIPMENT IS TO BE CONSIDERED SEATED AND VALVES NOTED
SPECIFIC TO THE FULL EXTENT OF TESTING, NEW, AND/OR REBUILT
(SUPPORT) SHALL BE CONSIDERED THE SIMPLEST REPRESENTATIVE OF THE
SEVERE POWER.

INFORMATION FOR THIS PLAN WAS TAKEN FROM ARCHITECTURAL PLANS
DATED 1960 AND 1961. ALL WORK
NOTED IN FIELD NOTES FOR ACTUAL CONSTRUCTION CONTACT THE STATE
ENGINEER AND/OR POWER FACTORY ARE POWER.

THE UNIVERSITY OF CHICAGO PRESS

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a.

Discussion/Action

Meeting Date: January 23, 2019

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Approval of Pre-Procurement of Ultrafiltration Membranes: Award of Contract

SUMMARY

The St Vrain Water Treatment Plant design has progressed to the point where selecting a membrane manufacturer is necessary. Selecting the membrane allows the designer to specify a footprint and equipment layout for the plant more precisely and to continue design so that the Town can work with a construction manager to develop the not-to-exceed construction contract.

The pre-procurement of the membrane system will be a Contract between the membrane Seller and the Town of Firestone. When the Town contracts with a Contractor for construction of the WTP, the membrane Contract will be transferred from the Town to the Construction Contractor.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Ordinance 910 authorizing the purchase of the parcel where the St Vrain Water Treatment Plant will be built, on June 28, 2017.

The Board of Trustees approved work orders in April 2017, June 2017 and March 2018 that directed Leonard Rice Engineers, Inc. and FEI to work on conceptual design of the St Vrain Water Treatment Plant.

On December 12, 2018 the Board of Trustees approved the 2019 Agreement for FEI to proceed with design of the St. Vrain Water Treatment Plant.

Three membrane Sellers submitted bids that were responsive and that complied with submittal requirements. FEI evaluated the bids and recommends that the bid from Evoqua be accepted. The attached bid comparison notes that initial price and the 20-year net present value (which includes operation and maintenance) from the Evoqua bid are both the lowest cost to the Town. In addition, Evoqua has Colorado-based manufacturing, sales, service and project management support. Evoqua has recent and significant experience in similar installations in Colorado.

Note that the final number of membrane units and membrane treatment capacity may be increased from the 1.5 million gallons per day size as bid in September 2018, depending on what the final treatment process and target capacities are. This means that there will likely be a change order to this contract once the final size has been determined.

Downstream of the Ultrafiltration Membranes the water will be further treated using Reverse Osmosis (RO). Currently the RO is not planned for pre-procurement and will be purchased solely through the Construction Contractor.

RECOMMENDATION

Staff recommends the Board approve the contract be awarded to Evoqua.

ALTERNATIVES

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

ATTACHMENTS

1. P-510 Notice of Award

2. Firestone WTP_Award Recommendation Ltr
3. Firestone, CO Bid Validity Extension 01112019
4. Evoqua Proposal for St.Vrain WTP_reduced file size

FINANCIAL CONSIDERATIONS

Purchase of the Ultrafiltration Membranes will be budgeted and funded through the Water Fund in accordance with the following schedule. In 2019 \$100,000.00 was budgeted for the anticipated cost.

1. Two percent (2%) upon Notice to Proceed. (March 2019 totaling \$12,930.20)
2. Two percent (2%) upon completion of the 60% design milestone. (late 2019 totaling \$12,930.20)
3. Three percent (3%) upon completion of the final design milestone. (late 2019 to early 2020 totaling \$19,395.30)
4. Two percent (2%) upon delivery of all submittals (early 2020 totaling \$12,930.20)
5. Three percent (3%) upon approval of all submittals. (early to mid 2020 totaling \$19,395.30)
6. Fifty percent (50%) upon delivery of goods to point of destination. (late 2020 totaling \$323,255.00)
7. Eight percent (8%) upon successful start-up of the equipment. (mid 2021 totaling \$51,720.80)
8. Twenty-five percent (25%) upon successful completion of the project performance testing. (late 2021 totaling \$161,627.50)
9. Five percent (5%) upon final completion of the project. (late 2021 totaling \$32,325.50)

P-510 – NOTICE OF AWARD

Buyer: Town of Firestone

Seller: Evoqua Water Technologies

Engineer: FEI Engineers, Inc.

Project: St. Vrain Water Treatment Plant

TO BIDDER:

You are notified that Buyer has accepted your Bid dated September 14, 2018 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

St. Vrain Water Treatment Plant – Membrane Procurement

[Describe Work, Alternates, or Sections of Work Awarded]

The Contract Price of the awarded Contract is: \$ 646,510 *[note if subject to unit prices, or cost-plus]*

1 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 calendar days of the date of receipt of this Notice of Award:

1. Deliver to Buyer 1 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Buyer to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 15 calendar days after you comply with the above conditions, Buyer will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

BUYER

Town of Firestone

Buyer's Name

By:

Signature

Date

Print Name

Title

Copy: Engineer

January 7, 2019

Julie Pasillas
Director of Community Resources
151 Grant Ave
Firestone, CO 80520

TRANSMITTED VIA EMAIL (NO HARD COPY TO FOLLOW): JPasillas@firestoneco.gov

RE: St. Vrain WTP - Recommendation of Award for Ultrafiltration Membrane Equipment

Dear Julie,

The Town of Firestone received 3 bids for the above referenced project. All bids included the bid bond for 5% of the amount bid, along with the remainder of the required submittal documentation. All immaterial non-conformance informalities in the bids received that did not include price, time, or changes in the Work were waived.

The following is a summary of the bids received and a copy of the entire spreadsheet is attached for your reference.

BIDDER	BID AMOUNT
Evoqua	\$646,510
Suez	\$795,200
Pall	\$1,183,000

We are recommending the award of the contract to Evoqua Water Technologies. This recommendation is based upon Evoqua being the low bidder and having the lowest operational costs. In addition, Evoqua has other benefits including Colorado based manufacturing, service, sales and project management and 30 years of experience with 40 Colorado installations.

Note, the equipment per the bid specifications was sized for 1.5 MGD, however, with the proposed reverse osmosis (RO) system downstream, the ultrafiltration system will need to be upsized by approximately 15%. FEI recommends awarding the contract as-is and then modifying the design with a change order once the RO design is further along and the ultrafiltration flow rate is finalized.

If you have any questions or comments regarding the recommendation, please let me know. Thank you.

Sincerely,



FEI ENGINEERS, INC.
PART OF ALAN PLUMMER ASSOCIATES, INC.
Kelly Fearney, P.E.
Project Manager I

cc: Gregg Ten Eyck gregg.teneyck@lrewater.com; David Lindsay dlindsay@ccginc.us
Encl: Bid Comparison Table

Town of Firestone
St. Vrain Water Treatment Plant Membrane Procurement
Bid Comparison

Contractor Name	Misco/Evoqua (Siemens)	Suez (GE)	isiWest/Pall
Bid Price	\$646,510.00	\$795,200.00	\$1,183,000.00
Annual O&M	\$16,449.04	\$25,198.00	\$25,377.54
10 Year NPV	\$816,822.94	\$1,442,299.45	\$1,685,958.41
20 Year NPV	\$1,004,770.04	\$1,730,212.37	\$1,975,922.75
Seller specific benefits	- o Colorado based manufacturing, service, sales and project management - o Self-supporting rack fully assembled upon delivery - o Lowest cost per square foot for membrane replacement and 20-year guaranteed price is directly from the manufacturer - o In-place fiber repair along with individual module isolation valves - o Patented air-assisted backwash - o 30 years of experience with 40 Colorado installations	- o Integrated Header (IH) for competitive membrane replacements - o Smallest footprint, and lowest building height and building costs - o Dedicated service support and the industry's best tools	- o Largest rack sizes proposed with only 3 trains for Phase 2 and therefore minimizing costs for equipment and installation for Phase 2 - o 20 years of experience with 25 Colorado installation - o Phase 1 feed pumps, strainer and compressor design to serve Phase 2
Phase 1 Configuration	2 Trains, 4 Racks. 16:20 Modules per Rack.	2 Trains, 2 Racks, 32:60 Modules per Rack	2 Trains, 2 Racks, 36:108 Modules per Rack
Phase 2 Configuration	6 Trains, 12 Racks, 20 Modules per Rack	6 Trains, 6 Racks, 52 Modules per Rack	3 Trains, 3 Racks, 108 Modules per Rack
Phase 1 Footprint (UF Membranes Only)	30.4-ft wide x 26.3-ft long = 800-sf	28.3-ft wide x 31.4-ft long = 889-sf	26.5-ft wide x 32.25-ft long = 855-sf
Phase 2 Footprint (UF Membranes Only)	81.3-ft x 26.3-ft = 2,138-sf	61.5-ft wide x 31.4-ft long = 1,931-sf	37.25-ft wide x 32.25-ft long = 1,201-sf



January 11, 2019

Kelley Fearney, PE
Project Manager
FEI Engineers, Inc
1485 Florida Road Suite C206
Durango, CO 81301
Kelley.Fearny@FEIengineers.com

**Re: St. Vrain Water Treatment Plant at Firestone, CO – Bid Date September 14, 2018
Evoquas' Proposal No. 18Q2018CPD**

Dear Ms. Fearney,

Please accept this correspondence as confirmation that Evoqua Water Technologies, LLC (“Evoqua”) has agreed to modify and extend the validity of its Proposal No. 18Q2018CPD for the above referenced project until March 1, 2019.

Please be advised that the proposal pricing, and extension of proposal validity specified above, contemplate and are conditioned upon the purchase of the complete equipment scope of supply identified in Proposal No. 18Q2018CPD and not just portions thereof.

Respectfully,

Evoqua Water Technologies:

William Wittich
Technical Sales Manager
Evoqua Water Technologies, LLC
725 Wooten Rd
Colorado Springs, CO 80228
william.wittich@evoqua.com
719-330-5578

MEMCOR® CPII MEMBRANE FILTRATION SYSTEM

TOWN OF FIRESTONE

FIRESTONE, CO

ST. VRAIN WATER TREATMENT PLANT

Proposal # 18Q2018CPD

September 14, 2018

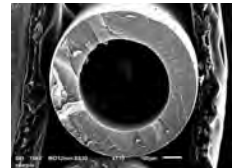
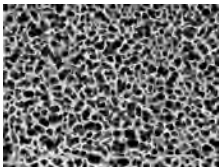


EXECUTIVE SUMMARY

Thank you for the opportunity to participate in the St. Vrain Water Treatment Plant project at the Town of Firestone, Colorado. Evoqua Water Technologies LLC is pleased to propose our most recent product evolution, the MEMCOR® CPII system. Built on our 30 years of experience in supplying membranes and membrane systems, the MEMCOR CP II system is the next evolution of the MEMCOR product family. The system utilizes the latest enhanced PVDF UF membrane technology, and features design enhancements which reduce installation costs, improve system performance, and simplify operations.

We have provided a proposal for a 2 x CPII 32/40 L40N membrane filtration system for the St. Vrain WTP. This system, consisting of two skids each with 32 L40N Ultrafiltration membrane modules installed and capable of holding 40 L40N Membrane modules, has been designed to produce 1.5 MGD for as described in the Request for Proposal for Phase I. The plant can be expanded to 5 MGD by adding additional skids for Phase II of this project. We have provided this 1.5 MGD system for a price of **\$646,510**. With this capital system price, we have provided a membrane replacement guarantee price of **\$1,125** per module for a period of 20 years under the conditions specified in the Request for Proposals.

The L40N membrane module utilizes the latest membrane fiber innovation from MEMCOR, the “N” membrane fiber. The N membrane is a PVDF fiber with a pore size rating of 0.04 microns. The N membrane combines the latest in Memcor PVDF chemistry which yields a fiber morphology which imparts a greater level of abrasion resistance and cleanability to the membrane system.



In the enclosed proposal, we believe we will demonstrate that we have provided the highest quality system proposal at a competitive price, while providing the lowest guaranteed replacement cost per square foot of membrane area for the next twenty years. We believe the MEMCOR CP II system provides the St. Vrain WTP and FEI Engineering with the best overall economic value, with tangible benefits that deliver the lowest life cycle cost of membrane ownership.

Additionally, the MEMCOR team is uniquely positioned to provide a level of local customer support unrivaled by our competition. With a Colorado installation base of over 40 water treatment facilities and Colorado-based manufacturing, service, sales and project management, MEMCOR will provide the customer with responsive, timely and professional service during the project phase and for the life of the St. Vrain Water Treatment Plant.

MEMCOR CP II: A Natural Evolution in Membrane System Configuration

MEMCOR CP II systems utilize an innovative assembly which combines the feed, filtrate, air, and waste headers with the membrane housings to form the MemRACK™ array. The self-supporting MemRACK™ arrays arrive at site fully assembled for connection to the skid piping array. The CPII system with MemRACK™ arrays provides several benefits to the Town of Firestone.

- Lower contractor installation cost due to fully assembled racks delivered to site with membranes installed (large block assembly rather a box of parts).
- Unparalleled membrane access, allowing in-place membrane repair, if necessary, along with individual module isolation capability.
- Industry leading, compact CPII system footprint.



Evoqua Membrane Manufacturing - Buying Direct from the Membrane Manufacturer

Only MEMCOR has been making homogeneous, hollow fiber membranes for the municipal drinking water market for over 30 years and invests heavily in continued membrane R&D efforts. Instead of trying to find ways to fit our existing products into the marketplace, MEMCOR continues to develop new membranes to meet market needs. Manufacturing our own membranes provides measurable benefits to the Town of Firestone including:

- complete quality control over the entire membrane system design and operation
- direct access to the premier membrane experts in the world;
- the continued availability of the latest advances in membrane technology; and,
- a warranty directly from the membrane manufacturer, not a system integrator.

MEMCOR – A Local Team for the Life of the St. Vrain Water Treatment Plant

MEMCOR has been designing, installing and supporting membrane filtration facilities in Colorado for over 30 years. Since the first installation in the mid 1980's, MEMCOR has been providing world-class service to MEMCOR membrane filtration systems in the state. Our installation base in the state with over 40 surface water treatment facilities demonstrates MEMCOR's unrivalled experience and success treating similar waters. Our Colorado-based manufacturing, service, sales and project management, as well as our experience on similar source waters ensures that a MEMCOR St. Vrain Water Treatment Plant will be a successful system with continual local first-class service over its lifetime.



We appreciate your consideration of MEMCOR and our local representative, MISCO Water, in your solicitation of proposals for the above referenced project and we look forward to working with the Town of Firestone and FEI Engineering on this project. Should you have any questions regarding this quotation or would like to request any additional information please contact the Technical Sales Manager or the Evoqua Regional Representative listed below.

Evoqua Water Technologies LLC:

William Wittich
Technical Sales Manager, MEMCOR Products
Telephone: 719-330-5578
Facsimile: 978-323-0854
william.wittich@evoqua.com

Local Representative:

Nick Lucas
MISCO Intermountain
651 Corporate Circle, #100
Golden, CO 80401
Telephone: 303-309-6150
nlucas@miscowater.com

TABLE OF CONTENTS

P-400 – Bid Form for Procurement Contracts

P-430 – Bid Bond

P-451 – Statement of Bidder's Qualification

1. Schedule A (Current Experience) -Project Currently in Progress
2. Schedule B (Previous Experience): Current operating Plants
3. Schedule C (Major Equipment). NOT USED
4. Audited Balance Sheets
5. Evidence of Authority to Sign
6. Resumes of Officers and Key Individuals
7. Required Safety Program Submittals. NOT USED
- 8 Additional Items as Pertinent
 - A. MEMCOR's Local Manufacturing and Service Support
 - B. MemRACK - Ease of Installation
 - C. MemRACK Design – Flow Distribution, Ease of Access, and Module Isolation

P-452 – Supporting Information and Evaluation Criteria

1. Supporting Information
 - A. Technical Approach
 - B. Startup and Commissioning Approach
 - C. Managerial Approach
 - D. Intellectual Property or Proprietary Rights
2. Evaluation Criteria

P-453 – Operation and Maintenance Information

Appendix A: Company Financial Documentation

Appendix B: Resumes

Appendix C: Manufacturer's Drawings

Appendix D: Equipment Cut Sheets

Appendix E: Regulatory Approval Documentation

Appendix F: MEMCOR Pressure Installation List

Appendix G: Clarifications and Exceptions

Commercial Items

Technical Items

P-400 – Bid Form for Procurement Contracts

Please find Evoqua's P-400 Proposal Form for Procurement Contracts completed in this section of our proposal. Following the Bid Form is an Officer's Certificate for Malcolm B. Kinnaird providing evidence of his authority to sign as the President of the Municipal Segment.

ARTICLE 1 – BID RECEIPT

- 1.01 This Bid is submitted to:

Town of Firestone
151 Grant Avenue
POB 100
Firestone, CO 80520

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	September 7, 2018
_____	_____
_____	_____

- B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder’s judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.
- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder’s visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods

will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will furnish documents necessary to evaluate Bidder’s ability to achieve Performance requirements identified in the Procurement Documents with the Bid.
- 5.02 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

Total of Lump Sum = Total Bid Price	\$ 646,510.00
--	----------------------

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. P-430 - Bid Bond
- B. P-451 - Statement of Bidder's Qualifications
- C. P-452 - Supporting Information and Evaluation Criteria
- D. P-453 – Operations and Maintenance Information

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 Bidder is:

☐ **INDIVIDUAL**

Name of Owner: _____

Signature: _____ Date: _____

Doing Business As: _____

Address: _____

Phone: _____

Email: _____

☐ **PARTNERSHIP**

Partnership Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____ Date: _____
(Signature of general partner - attach evidence of authority to sign)

Name: _____ Title: _____

☐ **CORPORATION**

Corporation Name: _____

State of Organization: _____

Type of Organization: _____
(General Business, Professional, Service, etc.)

Address: _____

Phone: _____

Email: _____

Signature: _____ Date: _____
(Signature - attach evidence of authority to sign)

Name: _____ Title: _____

Attest Signature: _____

Name: _____ Title: _____

☒ **LIMITED LIABILITY COMPANY**

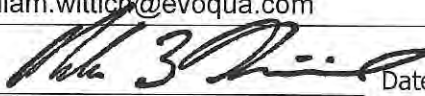
LLC Name: Evoqua Water Technologies LLC

State of Organization: Delaware

Address: 558 Clark Road
Tewksbury, MA 01876

Phone: (719) 330 - 5578

Email: william.wittich@evoqua.com

Signature:  Date: Sept. 14, 2018
(Signature of general partner - attach evidence of authority to sign)

Name: Malcolm B. Kinnaird Title: President, Municipal Segment

☐ **JOINT VENTURE**

Sate of Organization: _____

Form of Organization: _____

Joint Venturer Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____ Date: _____
(Signature - attach evidence of authority to sign)

Joint Venturer Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____
(Signature - attach evidence of authority to sign)

Joint Venturer Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____ Date: _____
(Signature - attach evidence of authority to sign)

** Each joint venturer must sign. The manner of signing for each individual, partnership, corporation, and limited liability company that is a party to the joint venture should be in the manner indicated above.

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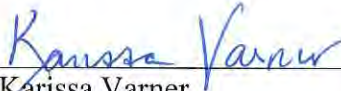


EVOQUA WATER TECHNOLOGIES LLC

OFFICER'S CERTIFICATE

I, Karissa Varner, Assistant Secretary of Evoqua Water Technologies LLC, a Delaware limited liability company (the "Company"), do hereby certify on behalf of the Company that Malcolm B. Kinnaird is President of the Municipal Segment and Senior Vice President of the Company, and that in such capacity, Mr. Kinnaird has full power and authority to execute and deliver the Company's bid and all related ancillary agreements in connection with the supply of a Memcor Membrane Filtration System to the Town of Firestone Water Treatment Plant.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 10th day of September, 2018.



Karissa Varner
Assistant Secretary

P-430 – Bid Bond

Please find Evoqua's Bid Bond included in this section of our proposal.

P-430 - BID BOND

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

BIDDER (name and address):

Evoqua Water Technologies LLC

558 Clark Road Tewksbury, MA 01876

SURETY (name and address of principal place of business):

RLI Insurance Company

9025 N. Lindbergh Drive, Peoria, IL 61615

BUYER (name and address):

Town of Firestone

151 Grant Avenue, Firestone, CO 80520

BID

Bid Due Date: September 14, 2018

Description (Name and location): St. Vrain (Firestone) Water Treatment Plant - Membrane Procurement
Firestone, CO

BOND

Bond Number: N/A

Date: September 14, 2018

Penal Sum: (Words) Five Percent of the Amount Bid *****

(Figures) \$ 5%

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

BIDDER

Evoqua Water Technologies LLC

Bidder's Name and Corporate Seal

By: 

Signature

Malcolm B. Kinnaird

Print Name

September 14, 2018

Date

President, Municipal Segment

Title

Attest: 

Signature

September 14, 2018

Date

Proposal Manager, MEMCOR

Title

SURETYRLI Insurance Company

Surety's Name and Corporate Seal

By: 

Signature (attach power of attorney)

Autumn Schneider

Print Name

September 14, 2018

Date

Attorney-in-Fact

Title

Attest: 

Signature Tina Foster

September 14, 2018

Date

Client Services Specialist

Title

Notes: (1) Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 calendar days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to

be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janice Fennell, Richard C. Rose, Jeremy C. Rose, Aimee R. Perondine, Joshua Sanford, Tina Foster, Autumn Schneider, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of July, 2018.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 23rd day of July, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk

Gretchen L. Johnnigk

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 14th day of September, 2018.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson

Jean M. Stephenson

Corporate Secretary

P-451 – Statement of Bidder’s Qualification

Please find Evoqua’s P-451 – Qualification Statement included in this section of our proposal. All required attachments have been provided after the Qualification Statement.

P-451 - QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

BIDDER SHALL PROVIDE INFORMATION TO COMPLY WITH REQUIREMENTS OUTLINED IN SECTION 11500 QUALITY ASSURANCE AND QUALITY CONTROL

1. SUBMITTED BY:

Official Name of Firm: Evoqua Water Technologies LLC

Address: 558 Clark Road

Tewksbury, MA 01876

2. SUBMITTED TO:

Town of Firestone

3. SUBMITTED FOR:

Owner: Town of Firestone

Project Name: St. Vrain WTP - Membrane System Procurement

Type of Work: Membrane Ultrafiltration System & Services

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: N/A

Title:

Phone:

Email:

5. AFFILIATED COMPANIES

Name: MISCO Intermountain

Address: 651 Corporate Circle, #100

Golden, CO 80401

6. TYPE OF ORGANIZATION

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

President: _____

Vice President(s): _____

Treasurer: _____

Secretary: _____

☒ LIMITED LIABILITY COMPANY

State of Organization: Delaware

Date of Organization: March 28, 2013

Members: Ronald C. Keating - CEO & President

Ben Stas - Executive VP, CFO & Treasurer

Vince Grieco - Secretary

Malcolm B. Kinnaird - President, Municipal Segment

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner:

Name: _____

Address: _____

Joint Venture Managing Partner:

Name: _____

Address: _____

Joint Venture Managing Partner:

Name: _____

Address: _____

7. LICENSING

Jurisdiction: N/A (Note 1) _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

Note 1: Evoqua is registered and qualified to do business in all 50 states. Typically licensing numbers are applicable to the Contractor, not the Equipment Supplier. Evoqua does maintain appropriate business licenses where we are required to do so in order to conduct business. Please contact Mr. Wittich with any additional questions regarding Licensing.

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: N/A

Minority Business Enterprise: N/A

Woman Owned Enterprise: N/A

Small Business Enterprise: N/A

Other: N/A

9. BONDING INFORMATION

Bonding Company: RLI Insurance Co

Address: 9025 N. Lindbergh Drive

Peoria, IL 61615

Bonding Agent: Willis Towers Watson

Address: 265 Brookview Centre Way, Suite 505

Knoxville, TN 37919

Phone: (865) 588 - 8101

Aggregate Bonding Capacity: \$200,000,000

Available Bonding Capacity as of submittal
date: \$ 64,250,000

10. FINANCIAL INFORMATION

Financial Institution: J.P. Morgan Chase Bank, N.A.

Address: 3424 Peachtree Road NE, Suite #2300

Atlanta, GA 30326

Account Manager: Chris Wilburn - Executive Director

Phone: (404) 926-2603

**** INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS**

11. EXPERIENCE:

- A. Current Experience: List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately)
- B. Previous Experience: List on **Schedule B** all projects completed within the last 10 Years (If Joint Venture list each participant's projects separately)
- C. Has firm listed in Section 1 ever failed to complete a contract awarded to it?
- ☒ YES ☐ NO If YES, attach as an Attachment details including Project Owner's contact information. (see Note 2)
- D. Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a contract awarded to them in their name or when acting as a principal of another entity?
- ☒ YES ☐ NO If YES, attach as an Attachment details including Project Owner's contact information.
- E. Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?
- ☒ YES ☐ NO If YES, attach as an Attachment details including Project Owner's contact information. (see Note 3)

12. SAFETY PROGRAM: NOT USED.

13. EQUIPMENT (MAJOR EQUIPMENT): NOT USED.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BIDDER

Evoqua Water Technologies LLC

Firm's Name

By:

Signature

Malcolm B. Kinnaird

Print Name

September 14, 2018

Date

President, Municipal Segment

Title

Attest:

Signature

Kori Lee Kniskern

Print Name

September 14, 2018

Date

Proposal Manager, MEMCOR

Title

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment). NOT USED.
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13. NOT USED.
8. Additional items as pertinent

Note 2: Evoqua Water Technologies LLC is a \$1B dollar publicly traded company. By virtue of Evoqua's business activities, Evoqua from time to time becomes involved in contract disputes that are to be expected in the ordinary course of business. On occasion, such disputes may result in a delay or stoppage of work on a specific contract. Evoqua's policy is to promptly and effectively address any such dispute until it is resolved.

Note 3: Evoqua Water Technologies LLC is a \$1B dollar publicly traded company. By virtue of Evoqua's business activities, claims such as these naturally arise and are vigorously defended as appropriate. We work collaboratively with our customers to resolve disputes in the course of our business with a view to reaching mutual agreement. Evoqua has not encountered claims that have had a material adverse effect on its financial condition or its ability to perform contracts.

1. SCHEDULE A (CURRENT EXPERIENCE) -PROJECTS CURRENTLY IN PROGRESS

Please find Evoqua's Schedule A - Current Experience included in this section of our proposal. This list contains current MEMCOR pressurized membrane filtration projects in the procurement, design, installation or commissioning phase. Further details on the projects can be provided upon request.

SCHEDULE A: CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status
Mount Storm, WV Dominion Virginia Power	Name: Dominion Address: 120 Tredegar St. Richmond, VA Telephone: 304-259-4467	Name: Dominion Address: 120 Tredegar St. Richmond, VA Telephone: 304-259-4467	1/22/2016	CPII	Commissioning
Mount Joy, PA CPII MR1-20 x 3 (28 exp)	Name: Mt Joy Authority Address: Mt. Joy, PA Telephone: 717-653-5938	Name: WATEK Address: Gaithersburg, MD Telephone: 240-780-7676	5/9/2016	CPII MR1-20 x 3 (28 exp)	Installation
MAUI, HI IAO Surface Water Treatment CP	Name: Tony Linder Address: 614 Palapala Drive Kahului, Hawaii 96732 Telephone: 808-270-7380	Name: Lisa Appelgate, P.E. Address: 501 Sumner Street, Suite 521 Honolulu, HI 96817 Telephone: 808-533-3646	9/27/2016	CP	Commissioning
Barrow, AK BUECI 2 x CPII MR1 36 L40N	Name: Jim Murphy Jr. Address: 1295 Agvik Street Barrow, AK 99724 Telephone: (907) 367-3334	Name: GV Jones & Associates, Inc. Address: 1200 E 76th Ave #1207, Anchorage, AK 99518 Telephone: (907) 346-4123	11/29/2016	2 x CPII MR1 36 L40N	Installation
Chilhowie, VA - Mill Creek WTP Upgrade	Name: Town of Chilhowie Address: Chilhowie, VA Telephone: 276-646-3232	Name: Lane Group Address: Abingdon, VA Telephone: 276-206-8571	1/4/2017	2 x CPII MR1	Commissioning
Fair Play, SC Lake Hartwell WTP CPII	Name: Lake Hartwell Water Treatment Plant (Operator) Address: 1142 Highway 59 Fair Play, SC 29643 Telephone:	Name: Design South Professionals, Inc. Address: Three Linwa Boulevard Anderson, SC 29621 Telephone: (864) 226-6111	1/26/2017	3 x CPII MR2 56 L40N	Installation
Cunningham Falls, MD State Park XPsr-12	Name: Maryland Environmental Services Address: Sabillasville, MD Telephone: 301-791-4855	Name: Buchart Horn Address: Baltimore, MD Telephone: 443-297-0092	3/28/2017	2 x XPsr-12	Commissioning
City of Quincy, WA 5xCPII MR2 72	Name: L. Emil Voges, P.E Prg. Mgr Address: 108 South Washington St., Suite 300 Seattle, WA 98104 Telephone: 808-270-7380	Name: Patricia Tam Address: Brown and Caldwell Seattle, WA Telephone: 206.749.2264	6/28/2017	5xCPII MR2 72	Installation

Ottawa Lake, MI (Whiteford WTP) XPs-24	Name: Whiteford Township Address: 8000 Yankee Road Suite 100 Ottawa Lake, Michigan 49267 Telephone: (734) 854-2416	Name: David Arthur Consultants, Inc. Address: 110 Main Street Dundee, MI 48131 Telephone: (734) 823-5080	7/24/2017	2 x XPs-24 L10N	Commissioning
Winter Park, CO (Little Mac WTP) Retrofit	Name: Kris Bassett Address: 50 Vasquez Road Winter Park, CO 80483 Telephone: (970) 726-5583	Name: Ed Duerr, Inc. Address: Telephone: (303) 973-3987	9/25/2017	1 x 48L10N Retrofit Conversion	Installation
Chalfont, PA - Forest Park 4XCPII MR4	Name: N. Penn and N. Wales Water Authority, Wayne Letourneau Address: Chalfont, PA Telephone: 215-822-5950	Name: Gannett Fleming, Tim Glessner Address: Camp Hill, PA Telephone: 717-763-7211	9/26/2017	4XCPII MR4	Installation
City of Fargo, ND Effluent Reuse CP1-L	Name: City of Fargo, Jeff Hoff Address: Fargo, ND Telephone: 701-730-8716	Name: Advanced Engineering & Environmental Address: Fargo, ND Telephone: 701-364-9777	1/28/2018	CP1-L	Installation
Barton Creek, TX 2 x CPII 24/28 L40N	Name: Barton Creek Lakeside WTP (Aqua Texas Inc) Address: 1800 Clubhouse Hill Dr, Spicewood, TX 78669 Telephone: (830) 987-2782	Name: Mott MacDonald Address: 143 Union Blvd. - Suite 1000 Lakewood, CO 80228 Telephone: (303) 831-4700	3/30/2018	2 x CPII MR1 24/28 L40N	Design
State College, PA UAJA Expansion CMF	Name: University Area Joint Authority Address: State College, PA Telephone:	Name: Rettew Associates, Elizabeth Helsel Address: Allentown, PA Telephone: 800-738-8395	5/9/2018	3 x CMF	Design
Tulita, NT, CAN XPs-18 WF3 L10N	Name: Tulita WTP Address: Box 610 Yellowknife, NT, Canada X1A 2N5 Telephone: (867) 873-5007	Name: BI Pure Water (Canada) Inc. Address: # 2 - 9790 - 190th Street, Surrey, BC V4N 3M9 Telephone: (604) 882-6650	6/1/2018	1 x XPs-18 WF3 L10N	Design
Burns & McDonnell/Duke Energy, Belews NC	Name: Von Steiner Address: 9400 Ward Parkway Kansas City, MO 64114 Telephone: 816-822-3566	Name: Burns & McDonnell Address: Telephone: 816-822-3566	1/31/2017	CPII	Commissioning

Burns&McDonne/Duke Allen, Belmont NC	Name: Jeff Yakle Address: 9400 Ward Parkway Kansas City, MO 64114 Telephone:816-822-3387	Name: Burns & McDonnell: Paul Brandt, Address: Telephone: 816-349-6691	10/19/2017	CPII	Procurement
Dominion Energy, Warren County	Name: Nick Wallace, Proj Lead Address:477 Kelly Dr, Front Royal, Va 22630 Telephone: 540-631-6624	Name: Brendan Utsch, PE Progressive Design Address: 5309 Commonwealth Centre Parkway Telephone:(804)330-8055 Ext 1171	11/30/2017	CPII	Installation

2. SCHEDULE B (PREVIOUS EXPERIENCE): CURRENT OPERATING PLANTS

MEMCOR's extensive experience in the United States drinking water market over the past twenty years started in the State of Colorado and has continued over the subsequent three decades, with currently over 40 plants operating in Colorado. MEMCOR installed the first hollow-fiber membrane drinking water application in the United States at the Keystone Ski Resort in 1985. A decade later, MEMCOR installed one of its first large scale membrane drinking water applications at the Fort Lupton Water Treatment Plant. This installation is still in operation and recently converted to the latest generation PVDF "N" membrane, highlighting the continued relationship MEMCOR has with our existing customers. More recently the Genesee Advanced Water Treatment Facility selected a MEMCOR CPII membrane system, which went into operation in August of 2017. This plant has a similar capacity, 1.52 MGD, and utilizes the same 2 x CPII L40N system as proposed for the St. Vrain WTP.

MEMCOR – A Commitment to Colorado for Over 30 Years



Please find Evoqua's Schedule B – Previous Experience included in the table below. Due to the large number of projects that Evoqua has completed in the past ten years a condensed list is shown below in Schedule B. Since the St. Vrain WTP will be using a pressurized membrane filtration system, this list highlights municipal pressure plants in Colorado, as well as municipal projects in the US using the CPII product line.

An additional list of municipal projects with pressurized membrane systems completed since 2008 can be found in [Appendix F](#). Further detail on any of the projects found below or listed in [Appendix F](#) can be provided upon request.

**SCHEDULE B
PREVIOUS EXPERIENCE
(Include all projects in the last 10 years – 3 projects in Colorado)**

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status
Genesee, CO Advanced Water Treatment Facility	Name: Scott Jones Address: 2310 Bitterroot Lane, Golden, CO 80301 Telephone: 303-278-9780	Name: Hatch Mott McDonald Address: 143 Union Blvd Suite 1000, Lakewood, CO 80228 Telephone: 303-831-4700	12/29/2015	1.5 MGD Pressure (CPII)	Operating
Town of Erie Lynn R. Morgan WTF	Name: Bruce Chameroy Address: 2901 N. 119th St, Erie, CO Telephone: 303-926-2862	Name: HDR Address: 1670 Broadway, Suite 3400, Denver, CO 80202 Telephone: 303-764-1520	2001 (Pressure Plant only)	5.5 MGD Pressure/ 6.0 MGD Submerged	Operating
Fort Lupton, CO WTP	Name: John Mays Address: 16660 WCR 16, Fort Lupton, CO Telephone: 303-506-2655	Name: Black and Vetch Address: 4600 S. Syracuse St., Suite 800, Denver, CO 80237 Telephone:	1996	4.0 MGD Pressure	Operating
Idaho Springs, CO WTP	Name: Daniel Wolf Address: 1711 Miner St, Idaho Springs, CO Telephone: 303-567-4458	Name: JVA, Incorporated (for recent retrofit) Address: 1319 Spruce Street Boulder, CO 80302 Telephone: (303) 444-1951	11/28/2017	1.3 MGD Pressure	Operating
Town of Georgetown, CO WTP	Name: Ryan Zabel Address: 300 3rd St, Georgetown, CO Telephone: 720-341-0305	Name: Frachetti Engineering Address: Denver, CO Telephone:	10/16/2009	0.5 MGD Pressure	Operating

Telluride, CO Sunnyside Ranch XPSr-24	Name: Chris BoLane Address: 801 Sunnyside Ranch Drive, Telluride, CO 81435 Telephone: (970) 318-1803	Name: JVA, Incorporated Address: 1319 Spruce Street Boulder, CO 80302 Telephone: (303) 444-1951	3/14/2017	1 x XPSr-24 L10N	Operating
Rocky Gap, MD WTP	Name: Keith Wright Address: Rocky Gap State Park, Flintstone, MD Telephone:	Name: WATEK Address: Gaithersburg, MD Telephone: 240-780-7676	3/1/2014	0.26 MGD Pressure (CPII)	Operating
Westminster, MD Geselle Well CPII	Name: Mike Matov Address: Westminster, MD Telephone: 410-848-7040	Name: WATEK Address: Gaithersburg, MD Telephone: 240-780-7676	6/30/2017	0.48 MGD Pressure (CPII)	Operating
AuGres, MI Whitney Sims	Name: Kim Anderson Address: Tawas City, MI Telephone: 989-362-8441	Name: Spicer Group, Darrick Huff Address: Saginaw, MI Telephone: 989-754-4717	11/10/2016	0.58 MGD Pressure (CPII)	Operating
Joint Base Lewis McChord, WA	Name: Doug Kohl Address: 7500 Solo Point Rd, DuPont, WA 91730 Telephone: 253-967-7453	Name: CDM Smith, Sean Sullivan Address: 9220 Cleveland Ave, Suite 100, Rancho Cucamonga, CA 91730 Telephone: 909-214-0305	1/22/2016	4.8 MGD Pressure (CPII)	Operating

Carbondale, CO	Name: Mark O'Meara Address: 511 Colorado Ave, Carbondale, CO 81623 Telephone: 970-963-3140	Name: Address: Telephone:	1/31/06	2 x CP48 L10N	Operating
Mill Creek, CO	Name: Address: 3245 Mill Creek Rd, Dumont, CO 80436 Telephone:	Name: JVA Incorporated Address: 1319 Spruce Street Boulder, CO 80302 Telephone: (303) 444-1951	9/18/2015	1 x XP18 L10N	Operating
Dillon, CO	Name: Trevor Guiles Address: 275 Lake Dillon, Drive, Dillon, CO Telephone: 970-262-3426	Name: Address: Telephone	10/1/1999	3 x CP48 L10N	Operating

3. SCHEDULE C (MAJOR EQUIPMENT). NOT USED

As indicated in the Project Manual, Schedule C (Major Equipment) is not used nor required.

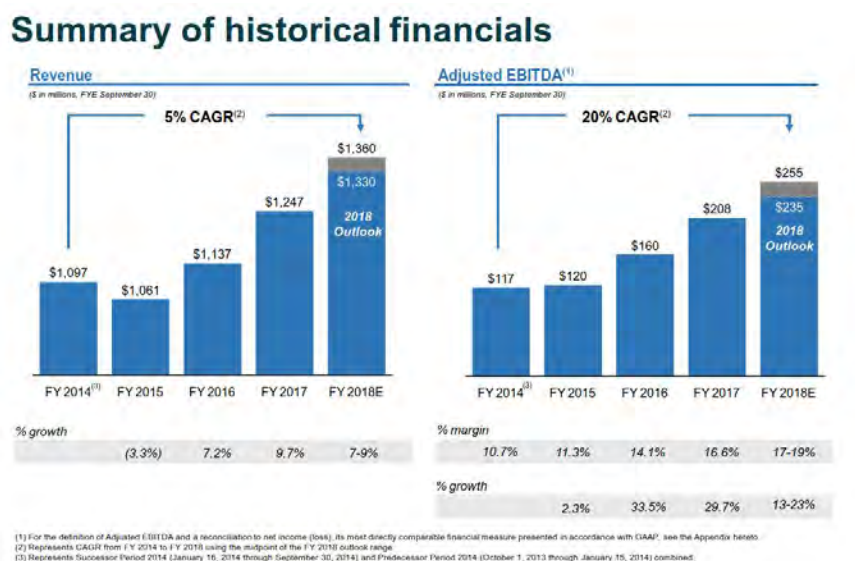
4. AUDITED BALANCE SHEETS

Evoqua Water Technologies became publicly traded on November 2, 2017 (ticker symbol AQUA); before that date we were a privately held company. Therefore, until very recently financial information about the company was not publicly available. In lieu of audited balance sheets we have included recent Evoqua financial presentations in [Appendix A](#). We would also invite you to access Evoqua's "Form S-1," registered with the US Securities and Exchange Commission, which includes financial information from as far back as 2015 on the web at: <https://aqua.evoqua.com/sec-filings>

Key measures from our S-1 filing, for your consideration, include total assets of approximately \$1.42 billion USD, total shareholders' equity of \$201 million USD, and a current ratio of 1.411. Upon review of our S-1, we are confident that you will find Evoqua a reliable, strong company to partner with on this project.

The information below provides you with a snapshot of our company's recent performance. Please contact Mr. William Wittich for any further clarifications.

In February 2018 Evoqua hosted an investor event at our Pittsburgh, USA headquarters. The figure below contains an excerpt of what our CFO, Mr. Ben Stas, presented to current and future investors in our company relating to our profitability growth:



As you can see from the figure above, our company profitability expanded at a greater rate compared to our top line growth. Our profitable growth has enabled our transition into a public company, and it positions Evoqua for a strong future. The figure below presents you with the financial measures for our 2017 fiscal year.

Full year 2017 results

(\$ in millions)	Actual	Year-Over-Year
Revenue	\$1,247.4	9.7%
Gross Profit	\$399.8	20.0%
Operating Profit	\$69.2	86.3%
Net Income	\$6.4	N/M
Adjusted Net Income ⁽¹⁾	\$45.1	N/M
Adjusted EBITDA ⁽²⁾	\$207.7	29.7%
Adjusted EBITDA margin ⁽³⁾	16.6%	250bps

Full year 2017 revenue

(\$ in millions)

For additional information to support the financial well-being of Evoqua, please click on the following link to access our "Investor Relations" page: <https://aqua.evoqua.com/> and refer to [Appendix A](#) of this proposal.

5. EVIDENCE OF AUTHORITY TO SIGN

Please find an Officer's Certificate for Malcolm B. Kinnaird, providing evidence of his authority to sign as the President of the Municipal Segment, included in this section of our proposal.

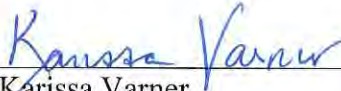


EVOQUA WATER TECHNOLOGIES LLC

OFFICER'S CERTIFICATE

I, Karissa Varner, Assistant Secretary of Evoqua Water Technologies LLC, a Delaware limited liability company (the "Company"), do hereby certify on behalf of the Company that Malcolm B. Kinnaird is President of the Municipal Segment and Senior Vice President of the Company, and that in such capacity, Mr. Kinnaird has full power and authority to execute and deliver the Company's bid and all related ancillary agreements in connection with the supply of a Memcor Membrane Filtration System to the Town of Firestone Water Treatment Plant.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 10th day of September, 2018.



Karissa Varner
Assistant Secretary

6. RESUMES OF OFFICERS AND KEY INDIVIDUALS

On the Evoqua's *P-451 Qualification Statement*, we listed select individuals on our Evoqua Leadership Team, as there was not enough space on the form for a full listing. Below we have provided complete lists of individuals who comprise the Board of Directors and Evoqua Leadership Team.

BOARD OF DIRECTORS	EVOQUA LEADERSHIP TEAM
· Martin Lamb – Chairman · Nick Bhambri · Gary Cappeline · Judd Gregg · Brian Hoesterey · Ron Keating - CEO · Vinay Kumar · Lynn Swann · Peter Wilver	· Ron Keating – President, CEO and Director · Ben Stas - Executive Vice President, CFO and Treasurer · Rodney Aulick - Executive Vice President, Industrial Segment President · Malcolm Kinnaird - Executive Vice President, Municipal Segment President · Ken Rodi - Executive Vice President, Products Segment President · Vince Grieco - Executive Vice President, Secretary and General Counsel · Jim Kohosek - Executive Vice President, Chief Administrative Officer · Snehal Desai - Executive Vice President, Chief Growth Officer · Ed May - Executive Vice President, Chief Supply Chain Officer · Anthony Webster - Executive Vice President, Chief Human Resource Officer

A brief synopsis for the individuals listed on *P-451 Qualification Statement*, and highlighted above in blue font, are included at the end of *Appendix B*.

Organization and Leadership

Evoqua's company structure consists of three operational segments; Industrial Projects & Services (IPS), Municipal Projects & Services (MPS), and Products & Technologies (P&T).



(1) Trademarks shown are those of their respective owners.

(2) EBITDA margin is defined as EBITDA as a percentage of revenue. For the definition of EBITDA and a reconciliation to operating profit, its most directly comparable financial measure presented in accordance with GAAP, see the Appendix hereto.

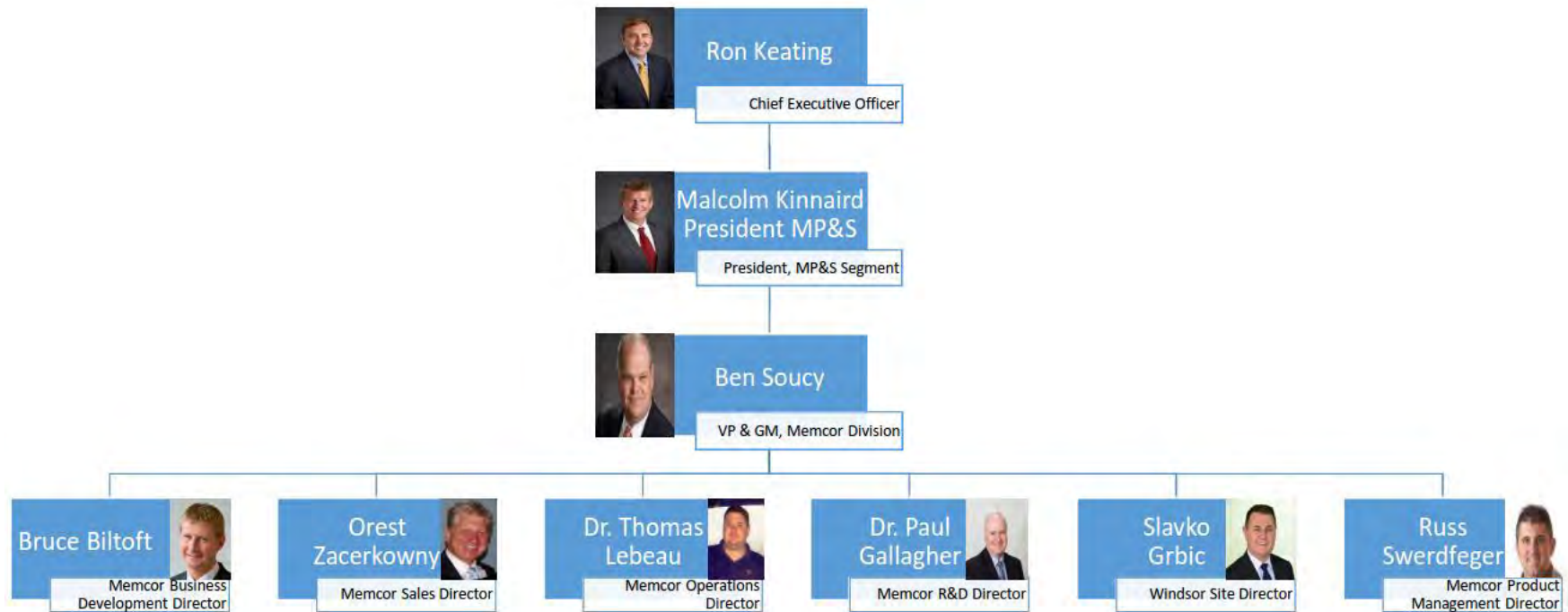
(3) Last twelve months calculated as the sum of FY 2017 and Q1'18 EBITDA, less Q1'17 EBITDA, excludes central functions costs.

Evoqua's municipal segment, which focuses specifically on the municipal market globally offering a broad range of technology and services, is led by Mr. Malcolm Kinnaird and employs over 500 people in North America who focus on the municipal business. The municipal market is a critical part of our company's success and remains a key market segment for our future success.

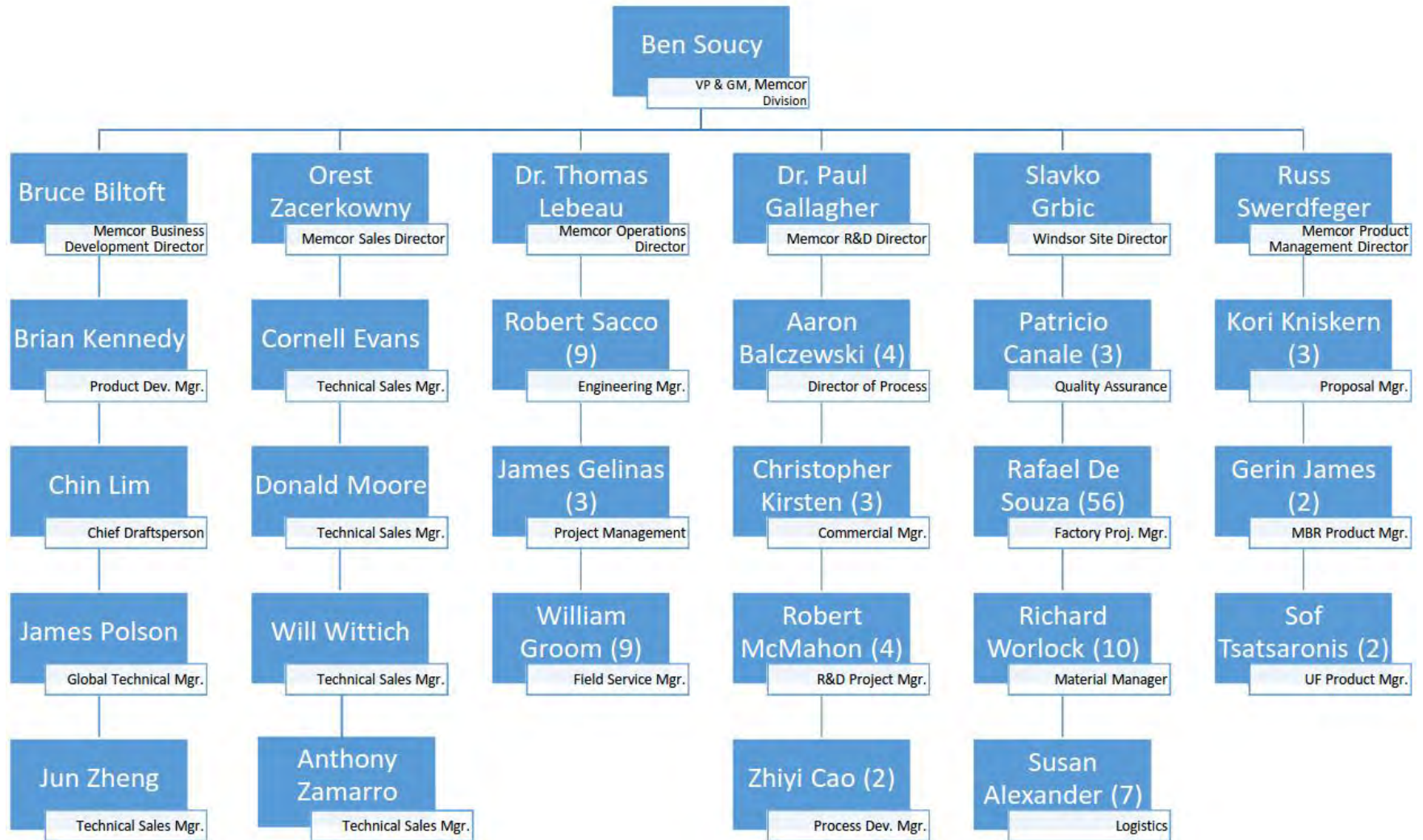
The MEMCOR division, which will deliver this project, is part of the MPS segment. Global responsibility for MEMCOR falls under Mr. Ben Soucy, who is located in our Tewksbury, MA office. This responsibility includes operation of our membrane factory in Windsor, Australia, where we have been continuously making membranes for the municipal market for over 30 years.

Organizational Charts for both the MPS Segment and the MEMCOR Division have been included herein to give a further understanding of our company structure.

Evoqua's Municipal Projects & Services (MPS) Segment Organizational Chart



MEMCOR Division Organizational Chart



Project Team

Evoqua Water Technologies' MEMCOR Division is a fully integrated membrane company with experience delivering plants just like the proposed St. Vrain WTP UF system. We have selected a project team which provides the experience and know-how to make this a successful project. In order to help accomplish this, Evoqua takes a team approach to design, execution, and support. That means that at key project milestones and decision points, Firestone will benefit from the combined experience of the best membrane experts in the world. In addition, many of the people working on this project are locally based in Colorado as noted below.

NAME	TITLE	LOCATION	MEMCOR EXPERIENCE
Branden Gonzales	Project Manager	Highland Ranch	14 years
Darren Fraser	Senior Field Service Technician	Erie	18 years
Kimberly Baker	Senior Programming Engineer	Erie	8 years
Al Epling	Field Service Technician	Colorado Springs	17 years
Aaron Balczewski	Director, Process Engineering	Colorado Springs	18 years
Joe Furlong	Senior Process Engineer	Colorado Springs	17 years
William Wittich	Technical Sales Manager	Lakewood	11 years
Russ Swerdfeger	Global Product Management	Colorado Springs	18 years
Joe Marzullo	Aftermarket Service Manager	Colorado Springs	24 years

For key roles we have taken a lead/backup approach providing redundancy for team members. We feel that this approach, along with collaboration with a larger technical team provides the level of consistency and expertise required for a project of this size. The following page contains a Project Organization Chart reflecting our proposed team approach.

Project Team Resumes are included in [Appendix B](#) of this proposal for your convenience.

Key Team Members – Project Managers

Since joining EWT/MEMCOR in 2002, **Branden Gonzalez**, has managed various capital projects, ranging in size from \$50K to \$15M, for municipalities, general contractors, engineering consultants, government agencies, industrial clients and international clients. Branden has managed over 20 projects in the State of Colorado including recently the Genesee Advance Water Treatment Facility and a retrofit at Idaho Springs, CO. In addition, he was the lead Project Manager for the Orange County Water District Groundwater Replenishment System Expansion Project in Fountain Valley, CA, the largest membrane filtration re-use plant of its kind in the world. Branden has also managed a PM team of 8-10 project managers developing metrics and reporting financial results to senior management and led the transition of multiple municipal and marine-based products from two locations into Colorado Springs including over 150 active projects.

Following the principles of the Project Management Institute, Evoqua assigns a Quality Manager to projects of this size. For this project, **James Gelinas, PMP** will be in charge of QA/QC responsibilities and oversee reviews at each project gate. Mr. Gelinas has worked for Evoqua under several marquees since 1995. He has been a Project Manager since 2005 and currently leads the Project Management team.

Supervising the whole Project Execution team throughout all stages will be **Dr. Thomas Lebeau**. Dr. Lebeau has been with MEMCOR since the inception and commercialization of hollow fiber membranes for municipal applications in the early nineties. He has a PhD from the Université de Rennes in France and has worked in virtually every aspect of membrane system design and project execution. Thomas has participated in many research projects and has been published many times throughout his career. His current role is Global Director of Order Execution for MEMCOR. Thomas will oversee all aspects of the Project team and will participate in regular project reviews and Quality Gate reviews.

Key Team Members – Project Design Quality Control

Sofoklis Tsatsaronis is the Senior Product Manager for MEMCOR UF Products at Evoqua Water Technologies. He is also responsible for the North American Applications group. Sofoklis has 31 years of experience with MEMCOR Membranes from membrane manufacturing in Research & Development to applications development and process engineering to design, Engineering Management and product management of MEMCOR membrane systems.

Jacqueline Rourke will be the lead on the Process design. Jackie is a Process Engineer with Evoqua Water Technologies, responsible for process order execution and support for MEMCOR low pressure membrane installations. She is responsible for a process review of the membrane project based on the site conditions and plant design, as well as creating process documentation for membrane system operation. Her role includes performance testing and ongoing membrane product support during plant operation

Dan Micher will lead the Mechanical Design efforts, bringing to bear his experience designing multiple membrane plants. Dan has been with Evoqua since 2003 in our engineering department and has worked on many large projects, including the 14 MGD Forest Park WTP in Chalfont, PA.

Kimberly Baker is MEMCOR's Senior Programming Engineer, who has worked on major membrane filtration projects such as the Joint Base Lewis McChord project and Midlothian WTP project.

Edwin Rodriguez is MEMCOR's Senior Electrical / Controls Engineer. Edwin has been with Evoqua since 2006 in our electrical / controls department and has worked on many large projects.

Key Team Members – Startup and Commissioning

William "Bill" Groom is MEMCOR's Field Service Manager. Bill has worked on membrane plants since the early 90s. Bill's background is in Controls and Integration, and he ran his own C&I company for over 10 years before joining Evoqua in his current role. Bill will oversee all aspects of the field service operation including inspection, technical direction, commissioning, testing, training, and continuing service. Bill will be a member of the Technical Review team that will participate in regular project reviews and Quality Gate reviews.

Darren Fraser Darren is a Field Service Technician IV for MEMCOR® North America with over 17 years of experience in various roles in the company. He has extensive knowledge of Evoqua's proprietary membrane filtration and separation systems including their functional procedures and internal guidelines, thereby ensuring the successful installation, calibration and maintenance of the MEMCOR® CS, MEMCOR® XS, MEMCOR® XP, MEMCOR® CP and MEMCOR® MBR (Immersed Mem-brane Bioreactor System). Darren has commissioned and work on over 15 plants in the State of Colorado. Most recently, Darren completed the commissioning of the 4.0 MGD drinking-water project for the County of Hawaii in Waimea, HI.

Cal Crawford is a Field Service Technician IV for all MEMCOR® products. He provides the highest quality of service by meeting deadlines, budget constraints, and customers' expectations.

Joe Furlong has been working in the water industry since 2000. He is responsible for supporting R&D, Sales, Order Execution, and Field Service with expert knowledge of UF and MF systems. He has been involved with pilot testing, design, programming, commissioning, and extensive troubleshooting on all types of Evoqua UF and MF systems.

Key Team Members – Post Commissioning and Service Team

Joe Marzullo covers customer support and product sales and service all over the Western United States and Western Canada. He coordinates and follows up on aftermarket leads and closes orders that have been generated. As the account manager for all customers in his established territory, Joe creates and presents aftermarket proposals to customers. Joe has been with MEMCOR since the early days of the commercialization of hollow-fiber membranes for municipal water and wastewater treatment.

Aaron Balzcewski, Director of Process Technology, will be available as a local resource for all process related questions including plant optimization.

In addition, **William Wittich**, your dedicated Sale Manager for MEMCOR Products, will operate as the technical support liaison for the plant, providing a single technical point of contact for all your product needs. William has been with Evoqua since 2007.

7. REQUIRED SAFETY PROGRAM SUBMITTALS. NOT USED

As indicated in the Project Manual, Required Safety Program Submittals are not used nor required.

8. ADDITIONAL ITEMS AS PERTINENT

A. MEMCOR's Local Manufacturing and Service Support

MEMCOR has been supplying and supporting membrane filtration installations in Colorado for over 30 years, with a growing installation base of over 40 installations currently in the state. At MEMCOR, we believe in the importance of providing continual support to the customer before and during project execution, as well as for the life of the plant. Our solid installation base was developed through process and equipment excellence and, most importantly, continual service support from our Field Service base in Colorado Springs. We hope to bring this continued service commitment to the Town of Firestone.



The Colorado Springs location also serves as the main manufacturing gateway for MEMCOR equipment. The CPlI treatment units will undergo construction, wet-testing and I/O checks at the Evoqua Water Technologies facility in Colorado Springs. The proximity of the Colorado Springs facility will allow the Town of Firestone and FEI Engineers the opportunity to witness their equipment in tests prior to shipment to the site if so desired. The local manufacturing



facility will allow for rapid deployment of equipment and added flexibility in accommodating attempts to improve on the overall project schedule. In addition, this facility houses aftermarket and replacement modules allowing for rapid support and equipment replacement.

The purchase, installation and start-up of a new water treatment plant is a demanding

and, at times, overwhelming process. It is exactly for this reason that MEMCOR's approach to project execution and service support will be critical. To provide an additional layer of comfort to the Town of Firestone, MEMCOR would like to introduce our local project team, which will support the project and provide local and timely access to Firestone and FEI Engineers, Inc. MEMCOR's "home field advantage," highlighted below, will provide a level of access and support from our Colorado team members that cannot be met by our competition.

Local Project Execution

During the design and installation phases, our local project management presence will allow for much more direct communications and more rapid responses to any issues that may arise. Also, the presence of local dedicated sales and product management support will further enhance communication and in-person support throughout the project.

Following the award of the project, a senior field service engineer will be assigned to it, thus assuring continuity throughout the project's design, delivery, installation, commissioning and testing phases. The senior field service engineer will be involved in all phases of the project as summarized below:

- Pre-construction meetings
- Development of site-specific commissioning and training plans
- Site inventory prior to installation
- Simulation and testing of PLC program prior to shipment
- Supervision and review of installation prior to start-up
- On-site I/O checks
- Commissioning of equipment
- On-site training
- Performance testing

In performing the scope of work listed above, our local presence will be of great advantage in allowing rapid start-up and quick response to any issues that may arise at site.

Moreover, two of MEMCOR's most experienced process engineers are located on the Front Range. Their knowledge and experience provide a measurable benefit to the Town of Firestone. Specifically, they can provide additional support regarding plant optimization (chemical cleaning, plant operations, pretreatment chemistry, etc.).

As stated, Colorado Springs is a hub for dedicated MEMCOR field service. Our local presence will allow for a higher level of support for the life of the plant. After operator training and performance testing, MEMCOR's project team will stay engaged with the new operators to answer questions and work through plant issues. The project manager, field service engineer and sales manager maintain contact with plant staff well beyond start-up to ensure proper operation and support with specific operational questions.

Besides the project team's continual support, MEMCOR also provides 24/7 on-call support for membrane plant issues. This service, offered to all MEMCOR installations free of charge, is unlike that of other system suppliers who charge for phone support. MEMCOR takes pride in our commitment to service. Our dedicated service group provides continual telephone and personal support to our existing installation base across Colorado and the rest of the US. We believe in supporting our customers strongly—giving them the tools to let them run their plants with minimal assistance.

Some customers have an interest in a formal service contract to optimize performance or provide regular maintenance checks. MEMCOR can deliver this sort of value-added service. Also, unlike some of our competitors, MEMCOR supports such contracts only with membrane-specific personnel, not third-party service generalists.

Finally, our local presence will allow convenient scheduling for planned service visits or rapid responses for emergency situations. We have developed a strong installation base in the state through our commitment to service, in the form of service contracts and free-of-charge general support. This quality and locality of support is unrivalled among our competitors and would provide significant value to the Town of Firestone should they choose MEMCOR for the St. Vrain WTP.

B. MemRACK - Ease of Installation

MEMCOR's MemRACK's and piping skids are delivered to the site pre-assembled, drastically reducing installation cost and risk. Piping skids and MemRACKs are factory-assembled and tested in Evoqua manufacturing facilities by experienced membrane technicians. Factory assembly and testing of piping skids allow each skid to be delivered with air-actuated valves installed and actuators connected to terminal blocks. We will work with the installing contractor to efficiently time deliveries and start-up to improve on schedule where possible. Our Colorado Springs manufacturing and testing facility will allow for rapid delivery and reaction to a changing project schedule.

Each piping skid connects to MemRACKs via a piping kit supplied by MEMCOR. MemRACKs are delivered to the jobsite with membranes installed. The installing contractor simply needs to connect and place these skids, yielding a significant installation cost advantage over competition that requires on-site construction and erection of skids and loading of membrane modules by the installing contractor.

In addition to the significant installation cost savings, the delivery of pre-assembled equipment greatly reduces the risk on Town of Firestone and the installing contractor. All membranes will be preloaded and handled in a clean, factory environment by MEMCOR personnel, not at a construction site by third-party contractors.

We believe our pre-assembled design is another component of our offering that makes MEMCOR the overall low-cost membrane provider with unrivalled quality of design.

Equipment Offered: MEMCOR 2 x CPII 32 (40) L40N system with ancillaries. This means two units/skids with 32 (ea) L40N membranes spread across two MemRACK's. The figures below are an example of the unit offered by EWT for the Firestone project:



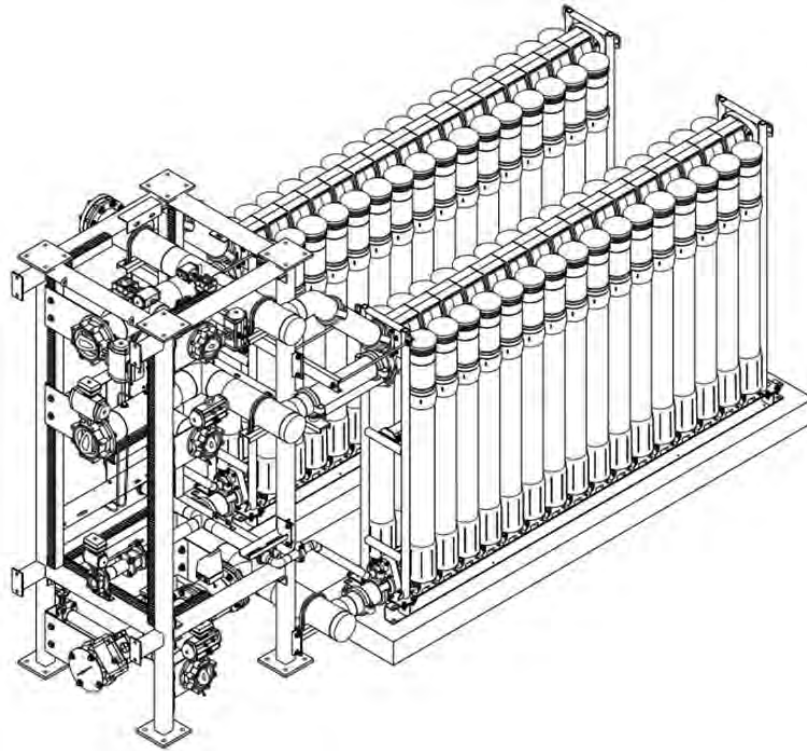


Figure 1. Isometric View of CPlI Dual Rack Unit

The installer will receive from Evoqua the MEMCOR model CPlI Dual Rack unit which includes the following:

- o 2 ea. CPlI Piping Skid
- o 2 ea. CPlI Field Assembly Kit
- o 4 ea. MemRACK 16/20
- o 64 ea. L40N Membrane modules preloaded into the MemRACK

Installation of the MEMCOR CPlI unit requires the piping skid, field assemblies, and MemRACKs complete with L40N modules pre-loaded, be placed in the building and connected. Piping Skid

The piping skid will be delivered to the project site fully assembled from the EWT facility in Colorado Springs. The photo below shows a MEMCOR CPlI piping skid as it would be delivered to site:



Figure 2. Piping Skid Assembly in Colorado Springs, CO

The piping skid will come with all on skid electrical wiring and pneumatic cabling already complete. Upon completion of assembly and testing in our Colorado Spring facility the piping skids are loaded on to trucks for delivery to the job site.

1. Mounting Piping Block to the Finished Floor

A termination and mounting drawing, shown below, will be provided specifically for this project. The installer is responsible for placement and anchoring of the piping skid and MemRACKs

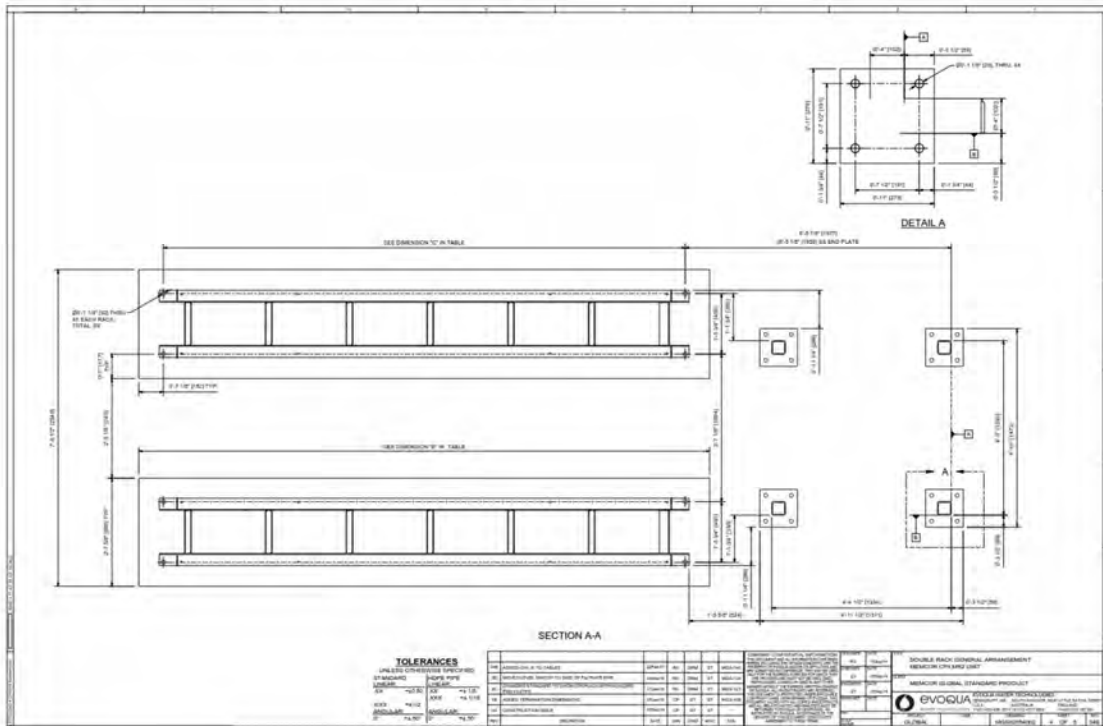


Figure 3. Example Termination and Mounting Drawing

MemRACK's & Field Assemblies

Each MemRACK is delivered to the jobsite in a shipping container and the figure below shows a rendition of the MemRACK's in a container being removed:



Figure 4. MemRACK's in a shipping container

1. Offloading

The drawing below provides the details of the lifting points on each MemRACK:

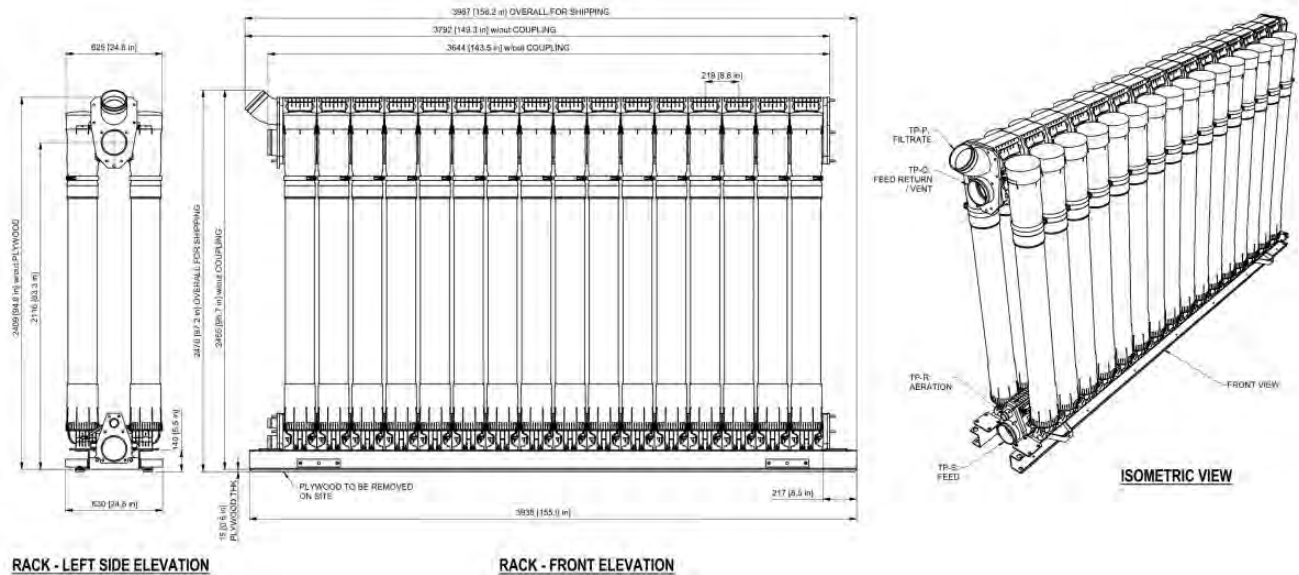


Figure 5. MemRACK drawing.

Each MemRACK would be placed via forklift or overhead crane depending on site specifics. The installing contractor will be responsible for mounting the MemRACK to the finished floor. Refer to the job specific termination and mounting drawing for placement specifics.

Each MemRACK comes with frame uprights and a connection bar which connects each frame upright. These are shown in the figure below. The installing contractor is responsible for installation of these items.

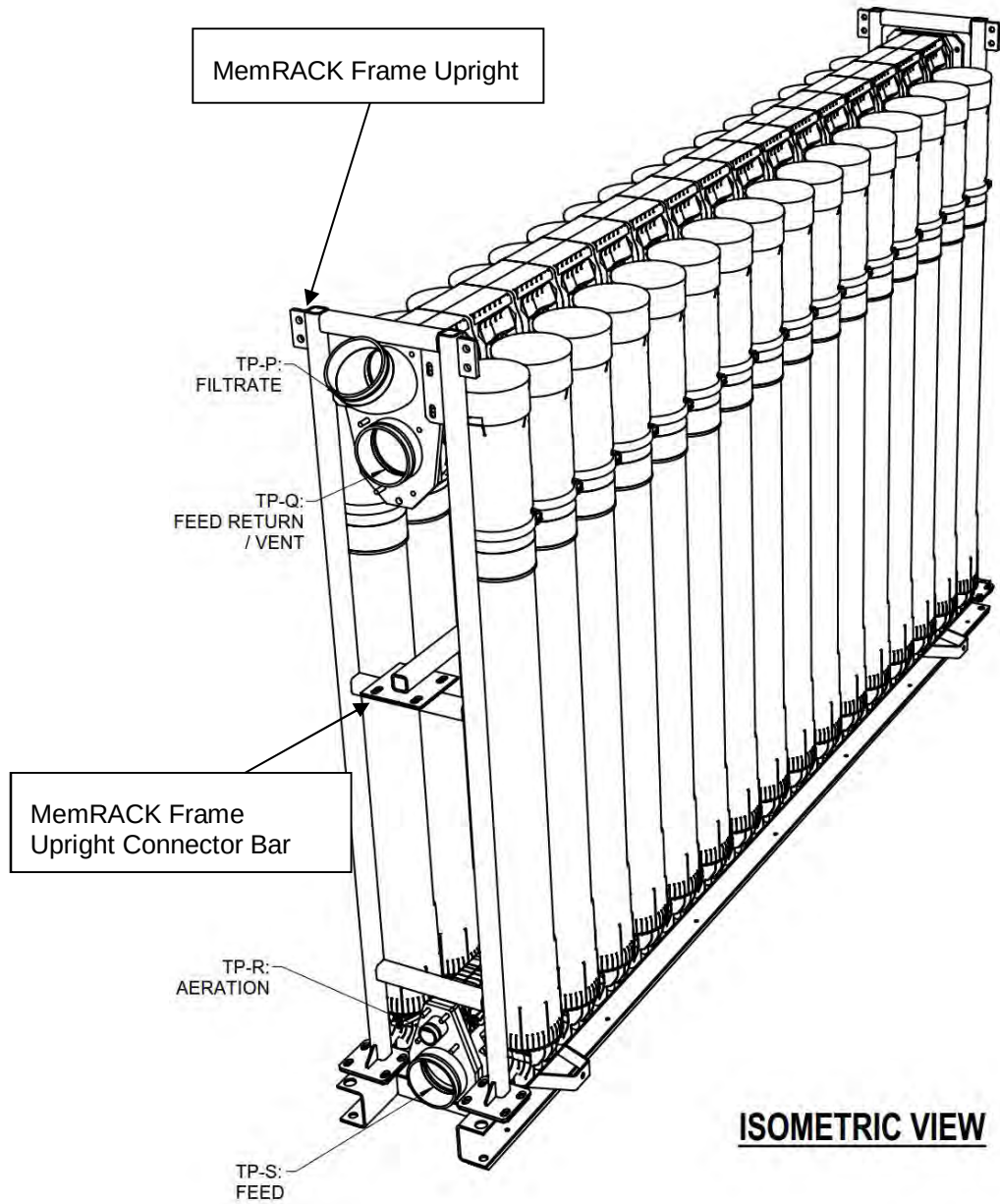


Figure 6. Iso View of MemRACK with Upright and Connector Bar

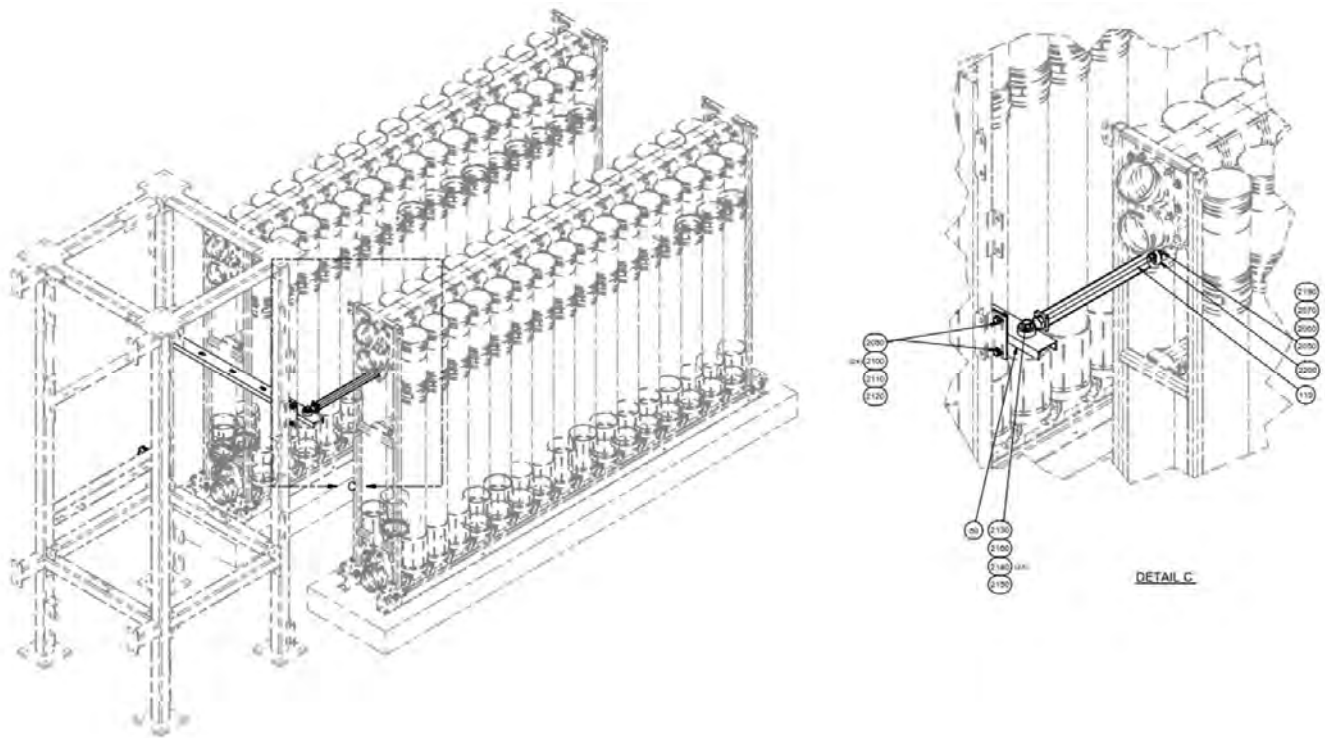
2. Field Assembly Connection

Each Field Assembly Includes the Following:

- Connection Hardware including thrust bar
- HDPE Piping Spools
- Grooved Couplings

Connecting the field assembly to the MemRACK is a step wise process which is detailed in the following figures.

Step 1. Connect piping skid to MemRACK upper mechanical fasters



Connecting of Field Assembly HDPE Piping Spools

The field assembly kit including piping spools for the filtrate, backwash, aeration, and feed connections between the piping skid and MemRACK. The figure below shows where each fluid connection is located on the piping skid

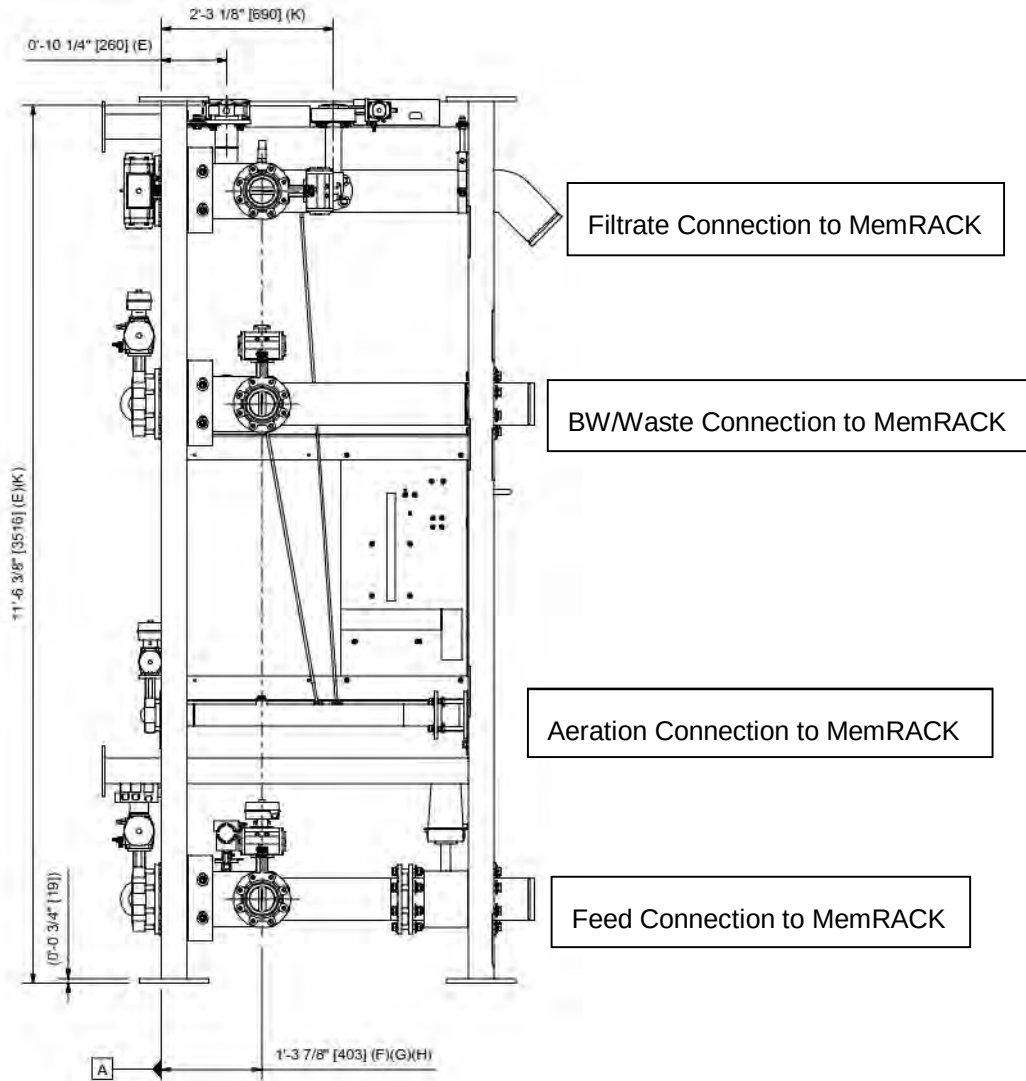


Figure 9: Section view of piping skid with MemRACK connection points

For the CPII Dual Rack unit there will be 2x each of the connections noted in the figure below, note the connection on the CPII Dual Rack is to a header which is mounted to the piping skid by the installer:

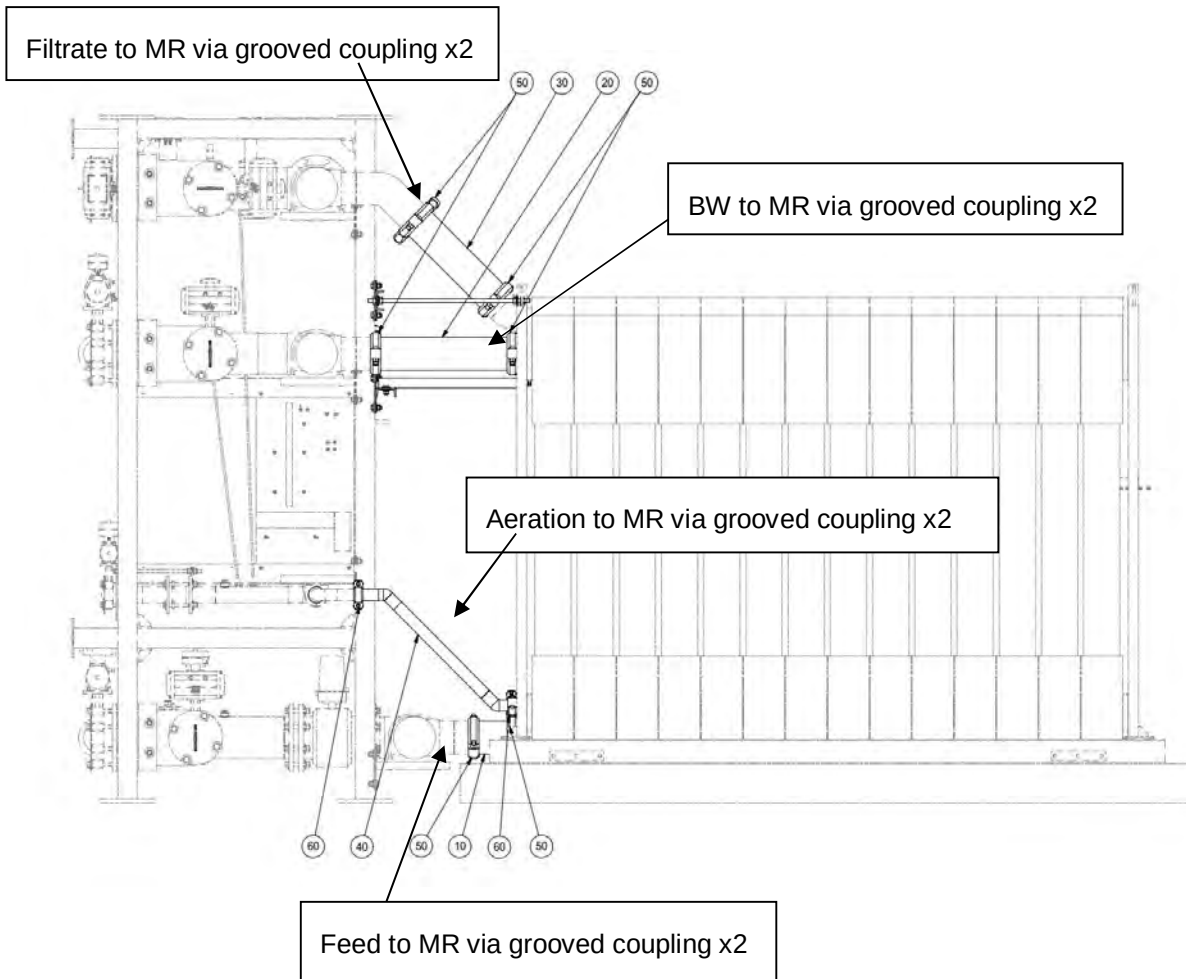


Figure 10. MemRACK to Header Connections on CPII Units.

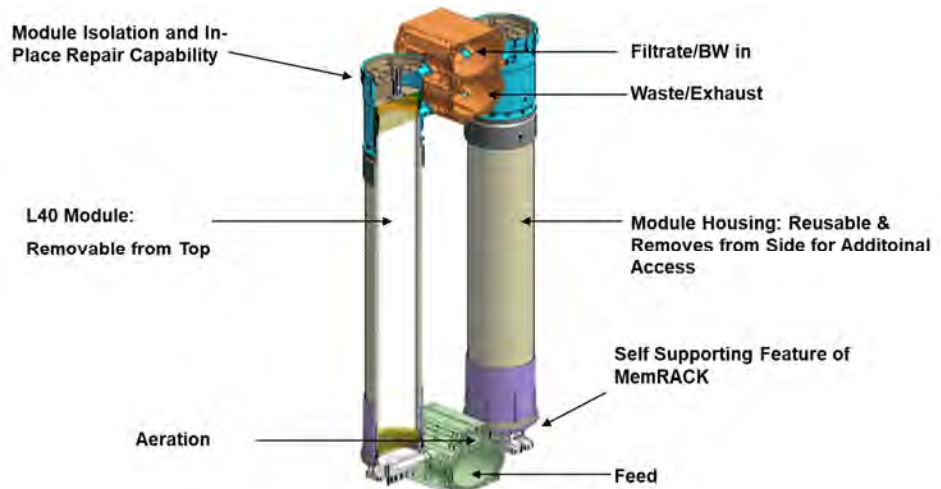
Based upon previous projects it is estimated that the installation time of the MemRACK versus building a membrane rack onsite can save over \$50K in contractor installation costs.

C. MemRACK Design – Flow Distribution, Ease of Access, and Module Isolation

The CPII MEMRACK design uses precisely engineered, molded nylon parts to build a membrane rack. This design provides a uniform flow distribution from one end of the rack to the other when compared to competing systems that simply connect membrane housings between a feed and filtrate manifold using conventional pipe fittings. This significant improvement in flow distribution provides for more even filtrate production from all the membrane area in the rack as well as more effective cleaning over time.

The CPII MEMRACK design also has a very simple process flow. Inputs (feed and aeration flows) enter the MEMRACK at the bottom and outputs (filtrate and backwash waste/exhaust) leave the system at the top. This simple process design greatly reduces the complexity of interconnecting piping, installation and system operation.

The CPII design includes a simplified backwash design with a highly efficient process designed to minimize plant downtime and increase overall plant recovery. The CPII system has minimized downtime using a feed sweep flow to remove accumulated solids at the end of the backwash process. This effective backwash waste removal step, in concert with MEMCOR's air-driven backwash process minimizes total backwash waste and downtime without the need for external backwash pumps or storage tanks. These design components have produced a highly efficient backwash process without sacrificing system recovery or increasing overall plant footprint. A more detailed discussion on the CPII backwash process in section P-452.



The MEMCOR CPII system was designed from the ground up with both installation, operation, and maintenance in mind. Great care has been taken to provide adequate access to all components requiring periodic maintenance. Only MEMCOR provides individual module isolation AND the ability to repair a membrane in place without removing the modules.

Although membrane maintenance is infrequent, there is a benefit to Operations staff to have the most flexibility available when performing maintenance. With Single Module Isolation, the MEMCOR CPII system provides flexibility that is unparalleled in the market place. Any single membrane module can be shut off with a simple valve turn, as shown in Figure 11. The skid can still be put back into service allowing maintenance, if required, to be done according to the Operator's schedule.



Figure 11: Place Filtrate Isolation Valve Tool over valve stem in Top Cap. When attached to valve stem, valve can be rotated clockwise to unlock it.

P-452 – Supporting Information and Evaluation Criteria

1. SUPPORTING INFORMATION

A. Technical Approach

1. Project Summary

The proposed Evoqua membrane system has a robust design that will provide the Town of Firestone with high quality filtrate for drinking water by treating settled water from Goulds Well in Phase I and surface water from the Northern Integrated Supply Project (NISP) in Phase II. The Phase I Evoqua system Includes 2 x MEMCOR CPII 32 (40) units to produce 1.5 MGD filtrate capacity and be easily expanded to 6 x MEMCOR CPII 40 (40), including one fully redundant unit, to produce 5.0 MGD in Phase II. Our efficient design coupled with strong local support in the Colorado area highlight Evoqua's superior offering. Details of this design are described in the following information including the design basis of the system, Evoqua scope of supply, controls and process descriptions, system warranties and guarantees, and system drawings and certifications.

Design Basis

The Evoqua system is designed to treat settled water from Goulds Well in Phase I and surface water from the Northern Integrated Supply Project (NISP) in Phase II. Evoqua specialists evaluated the water quality from these sources and developed a process strategy to minimize the size of the ultrafiltration system and optimize the backwash and cleaning regimens to reduce chemical usage.

The Design Basis section contains engineering and technical information on the design of the proposed MEMCOR CPII system. This includes redundancy, cleaning intervals, as well as key process parameters such as recovery and flux. It also includes important information on mechanical design requirements before and after the UF system that will make the overall plant design a success.

If you have questions after reviewing this information, our engineers are available to provide more detailed analyses to assist with your water treatment needs.

Feed and Filtrate Quality

The Evoqua system is designed to treat settled water from Goulds Well in Phase I and surface water from the Northern Integrated Supply Project (NISP) in Phase II.

This proposed design is based on the raw and settled water having the following characteristics:

Raw and Settled Water Quality Specifications

PARAMETER	UNITS	RAW WATER (Reference Only)	SETTLED WATER (Design Basis)
Alkalinity	mg/L as CaCO ₃	50-350 Avg 280	50-350 Avg 280
Total Hardness	mg/L as CaCO ₃	60-800 Avg 425	60-800 Avg 425
pH	-	6.0-8.0 Avg 7	6.0-8.0 Avg 7
Temperature	Degrees Celsius	1-25 Avg 10	1-25 Avg 10
Total Organic Carbon (TOC)	mg/L	Min 0.6 Max 4.0 (95 th percentile) Avg 2.6	<3.5 (95 th percentile)
Dissolved Organic Carbon (DOC)	mg/L	0.5-4.0 Avg 2.6	<3.5 (95 th percentile)
Turbidity	NTU	Min 0.5	<3 NTU

		Max 10 (95 th percentile) Avg 4 NTU	(95 th percentile)
Suspended Solids	mg/L	-	<4.0 (95 th percentile)
Total Dissolved Solids	mg/L	80-1,000 Avg 811	80-1,000 Avg 811
Barium	mg/L	ND-0.1 Avg 0.07	ND-0.1 Avg 0.07
Total Iron	mg/L	BDL-3.0 Avg <0.02	BDL-3.0 Avg <0.02
Dissolved Iron	mg/L	BDL-1.0 Avg <0.02	BDL-1.0 Avg <0.02
Sulfate	mg/L	<450	<450
Total Aluminum	mg/L	ND-1.5 Avg 0.1	ND-1.5 Avg 0.1
Dissolved Aluminum	mg/L	ND-0.5 Avg 0.05	ND-0.5 Avg 0.05
Dissolved Manganese	mg/L	BDL-0.02 Avg 0.004	BDL-0.02 Avg 0.004
Total Silica (SiO ₂)	mg/L	5-20 Avg 15	5-20 Avg 15
Langlier Saturation Index (LSI)	-	Negative to +1.0 Avg -0.5	Negative to +1.0 Avg -0.5

Notes:

1 BDL stands for below detection limit.

2 ND stands for non-detectable

The equipment offered will provide the following filtrate quality:

Filtrate Quality Specifications¹

PARAMETER	UNITS	QUALITY
Turbidity ²	NTU	< 0.1

1 The Filtrate Quality Specifications identified in the table above are for reference purposes only. Please see "Process Performance Warranty", if provided, and/or "Extended Low Pressure Membrane Module Warranty" for any and all guarantees and warranties provided with this proposal.

2 Filtrate turbidity shall be <0.1 NTU 95% of the time and <0.3 NTU 100% of the time based on readings taken on a minimum interval of 15 minutes over any continuous period of at least 24 hours in length. Low range, laser type turbidity monitors shall be provided on the filtrate of each train in order to measure filtrate turbidity.

Process Design

The proposed system has been designed based on the following process parameters:

Process Design Parameters

PARAMETER	UNITS	VALUE
MEMCOR System	N/A	2 x CPlI 32 (40) L40N
Number of Units	#	2
Module Model	N/A	L40N
Design Number of Installed Modules per Unit	#	32
Max Number of Modules per Unit (Buildout)	#	40
Filtrate Capacity	MGD (nominal)	1.5
Average Instantaneous Flux	gfd	35
System Recovery	%	≥ 96
System Operation	N/A	N
CIP Interval	Days	30
Chlorine MW Interval	Hours	72
Acid MW Interval	Hours	72
Backwash Interval	Minutes	30

1 The Process Design Parameters identified in the table above are for reference purposes only. Please see "Process Performance Warranty", if provided, and/or "Extended Low Pressure Membrane Module Warranty" for any and all guarantees and warranties provided with this proposal.

Operation Mode

"N" designates the number of units supplied.

N Operation

All the units participate to make the required flow on an average daily basis over a CIP interval.

Design Requirements and Assumptions

The table below lists the design requirements for the proposed system:

MEMCOR® CPII Design Requirements

REQUIREMENT	VALUE
Feed water pressure	Provide flooded suction to feed pumps
Filtrate terminal point back pressure	3 – 5 psi
Filtrate Exhaust	Gravity drain to waste – dedicated line separate from backwash outlet
Site layout drawings	Reviewed by Evoqua

In addition to the design requirements provided above, the proposed system design is based on the following design assumptions.

1. Design calculations are based on the plant being available for operation 100% of the time.
2. Design calculations are based on one (1) air hold test per unit per day.
3. External site hydraulics shall allow for backwash waste to discharge from the unit without any backpressure in the line. The backwash sweep with aeration step will need to discharge at a flow rate of 13.2 gpm/module, following by the backwash shell sweep that will need to discharge at a flow rate of 24.2 gpm/module.
4. Cleaning frequencies, including backwash, MW, and CIP intervals, are based on a properly maintained and operated pretreatment system (if applicable). Improper operation or bypassing of the pretreatment system will result in more frequent cleaning or lowered system performance.
5. The minimum flow is based on 70% of the maximum unit flow.
6. Heater sizing is based on a heat time of 6 hours.
7. The recoveries stated are based on the maximum unit flow (excluding strainer waste). As flow decreases through the unit, the recovery may also be reduced while cleaning intervals remain constant.
8. The design capacity is based on an average daily flow over the CIP interval. On the days where CIPs are conducted the net production flow will be reduced. Conversely, production flow will exceed the design capacity on non-CIP days.
9. RO permeate or a dedicated water softening system (by others) is required for CIP and MW makeup water if the average hardness of the membrane feed water is known to exceed 150 ppm as CaCo₃.
10. Evoqua's scope of supply includes key components of the compressed air supply, including filters and air dryers required to provide clean, dry air to critical operating components. It is essential that the pneumatic distribution system (not provided by EWT) include a proper supply of moisture traps, automatic drains, isolation valves, and other accessories. Undue moisture buildup in the distribution system could damage critical operating components.

2. O&M Supporting Data

Please see [P-453 Operation and Maintenance Information](#) for details on the chemical and energy consumption as well as the membrane replacement costs. Pump replacement costs are not included due to the difficulty in predicting supplier prices over long periods of time.

3. Data Sheets/Bill of Materials

The following represents the scope of supply for the St. Vrain Water Treatment Plant MEMCOR CPII Low Pressure Membrane Filtration System. The system uses third generation “N” Series hollow fiber polyvinylidene fluoride (PVDF) membrane modules. Please refer to [Appendix D: Equipment Cut Sheets](#) to find the catalog cut sheets associated with the major components included as part of the proposed system.

The sub-systems that encompass the scope for a fully operable system, described in detail below, include the following:

System	
1.	MEMCOR CPII Unit
2.	Feed Water System
3.	System Interconnection
4.	Combined Clean-In-Place and Neutralization System
5.	Chemical Transfer System
6.	Compressed Air System

Also included in the scope of supply for the MEMCOR CPII system are the following:

Additional Scope of Supply	
7.	Custom Tools and Spares
8.	Control System
9.	Manufacturer's Engineering Support and Services

1. MEMCOR® CPII Unit

Unlike our competition, MEMCOR provides pre-assembled piping and membrane skids upon delivery. Piping skids and MemRACKs are factory assembled and tested in Evoqua manufacturing facilities by experienced membrane technicians. Factory assembly and testing of piping skids allows each skid to be delivered with air actuated valves installed and actuators connected to terminal blocks.

The delivery of pre-assembled equipment that has undergone extensive testing prior to shipment provides numerous advantages to the Town of Firestone and their Contractor of choice. Each piping skid connects to MemRACKs via a piping kit supplied by MEMCOR. MemRACKs are delivered to the jobsite with membranes installed. The installing contractor simply needs to connect and place these skids, yielding a significant installation cost advantage over competition that requires on-site construction and erection of skids and loading of membrane modules by the installing contractor.

We believe our pre-assembled design is another component of our offering that makes MEMCOR the overall low-cost membrane provider with unrivalled quality of design.

Each MEMCOR CPII unit forms an individual filter that is operated independently of the other units in the system. Each unit is controlled by the plant PLC from the plant Process Control Panel via remote I/O. The following equipment is included for each MEMCOR CPII unit:

QUANTITY (PER UNIT)	DESCRIPTION	MANUFACTURER / MODEL
32	Membrane Modules fabricated of polyvinylidene fluoride (PVDF) membrane material.	Evoqua / L40N
2	MemRACK. Includes integral headers and membrane housings, and support frame.	Evoqua / MEMCOR MemRACK 20
1	Fabricated carbon steel piping frame, with zinc plated steel bolting, powder-coated per Evoqua standard.	Evoqua
1	Lot of Pipework, including; HDPE process and ABS pneumatic ($\geq 1 \frac{1}{2}$ ") pipework with Nylon and PE tubing for pneumatic (≤ 1 ") and sample lines. Pipework includes shipped loose HDPE spools as part of the block and bleed assemblies.	Multiple
1	Filtrate water turbidimeter, panel mounted, isolation valves and accessories, shipped loose for installation by others.	Hach Company / Model TU5300 with SC200 Controller
12	Automatic butterfly valves, lug style, resilient seated with ductile iron body, 316SS disc, 416SS stem, EPDM seat, and pneumatic actuators. The valve configuration includes the shipped loose block valves as part of the double block and bleed assemblies at the following unit terminal connections: feed, filtrate, CIP in and drain, and CIP feed and filtrate return.	Bray / Valve: Series 31 Actuator: Series 92
4	Automatic right angle seat bleed valves, with 316 L SS body and EPDM seat. All bleed to be shipped loose as part of the block and bleed assemblies at the following unit terminal connections: feed, filtrate, CIP in and drain, and CIP feed and filtrate return.	Schubert & Salzer / Type 7050
3	Sample manual polypropylene and acetal ball valves.	John Guest / Series PPSV & PISV
1	Control air inlet manual brass ball valves with PTFE seat, full port, BSPP threaded connections.	Parker Hannifin / Series BVGC
1	Tool air inlet manual brass ball valves with RPTFE seat, full port, and threaded connections.	Flow-Tek (Bray) / Series S51

1	Feed flow control valve, lug style, resilient seated with cast iron or ductile iron body, 316SS disc, 416SS stem, EPDM seat, and pneumatic actuators, with electro-pneumatic positioner.	Bray with Valve Related Controls / Valve: Series 31 Actuator: Series 92 Positioner: Model VE
1	Feed water magnetic flow sensor, with EPDM liner, Hastelloy-C electrodes, and integrally mounted flow transmitter.	Siemens / Magflo 5100W Series with Mag 6000 Series transmitter
1	Filtrate vibrating fork level switches.	Siemens / Sitrans LVL100
1	Unit manual drain butterfly valve, lug style, resilient seated with ductile iron body, 316SS disc, 416SS stem, and EPDM seat.	Bray / Series 31
1	Scour air inlet swing check valve with polypropylene body and EPDM seal.	Praher / K4 Series
1	Process air inlet wafer type swing check valve with 316SS body, disc and trim, and EPDM seal.	Ritepro (Bray) / Check Rite Model 210
2	Filtrate pressure transmitters.	Siemens / Sitrans P DS III Series
1	Control Air pressure switch low.	SMC Pneumatic / Series ISE70

2. Feed Water System

The feed water system to the MEMCOR CPII units consists of equipment and instrumentation that is important to ensure that the system is protected from contamination. The following equipment is included as part of the feed system:

QUANTITY	DESCRIPTION	MANUFACTURER / MODEL
2	Centrifugal end suction horizontal feed pumps with cast iron, construction and duplex steel impeller, premium efficiency inverter duty rated TEFC motor (460VAC/3ph/60Hz), controlled by variable frequency drive (VFD supplied by others).	Sulzer / APT44-8
2	Automatic backwashing strainer with 316LSS body and 316LSS 300 micron basket, inlet and outlet pressure gauges with manual isolation ball valves, differential pressure switch, automatic backwash valve, supplemental backwash pump, and NEMA 3S control panel (120VAC/1ph/60Hz).	VAF / V1500-10
1	Common feed water turbidimeter with controller, panel mounted with pH sensor, isolation valves and accessories, for installation by others.	Hach Company / Turbidimeter: Model TU5300 pH meter: Model PD2P1 Controller: SC200
1 Lot	Miscellaneous manual stainless steel ball valves, with RPTFE seat, full port, and threaded connections.	Flow-Tek (Bray) / Series S85
12	Manual butterfly valves for isolation of the feed pump and strainer, lug style, resilient seated with cast iron body, 316SS disc, 416SS stem, and EPDM seat.	Bray / SeriesMalcolm 31
3	Feed pump discharge wafer type swing check valve with cast iron body, 316SS disc and trim, and EPDM seal.	Ritepro (Bray) / Check Rite Model 210

6	Pressure indicating gauge, on feed pump suction and discharge.	Ashcroft / Duralife Type 1009
1	Common feed water temperature transmitter with 316 SS housing, RTD temperature sensor, LCD display, and 316SS thermowell.	IFM / TN2343 and E37220

3. Interconnection System

The interconnection system collects filtrate from each unit and includes the following equipment:

QUANTITY	DESCRIPTION	MANUFACTURER / MODEL
1	Automatic butterfly valves, for CIP sweep line isolation, lug style, resilient seated with cast iron body, 316SS disc, 416SS stem, EPDM seat, and pneumatic actuators.	Bray / Valve: Series 31 Actuator: Series 92
1	Manual stainless steel ball valves, for filtrate sample, with RPTFE seat, full port, and threaded connections.	Flow-Tek (Bray) / Series S85

4. MEMCOR® Combined Clean-In-Place and Neutralization System

Membrane systems need to be chemically cleaned periodically to remove foulants that are not removed by the air/liquid backwash. Membrane fouling is the primary cause of loss of productivity and downtime for a membrane system. Each CIP unit is chemically cleaned individually while the other units in the system remain on line.

As described in the Town of Firestone request for proposals, Evoqua has included our combined CIP/Neutralization skid option. This system reduces the plant footprint requirements by using one tank and ancillary equipment for both cleaning and neutralization and reduces installation costs by skidding the majority of the equipment.

The following equipment is included in the combined CIP and neutralization system:

QUANTITY	DESCRIPTION	MANUFACTURER / MODEL
Pump Components- Skid Mounted Equipment		
1	Fabricated carbon steel piping frame, with zinc plated steel bolting, powder-coated per Evoqua standard.	Evoqua
1	PVC pipework.	Multiple
1	Centrifugal end suction CIP/neutralization Pump with 316 stainless steel wetted parts, premium efficiency TEFC motor (460VAC/3ph/60Hz).	Goulds / Model 6SH
1	ORP sensor and pH sensor with one shared SC200 controller/transmitter and insertion mounting hardware (sensors are inline mounted in the CIP return piping).	Water Analytics Aquamatrix / P6 & R6 and AM
1	Air release valve, 316SS body and trim.	Bermad / Model A30

1 lot	Automatic butterfly valves, for automatic control of the cleaning process, lug style, resilient seated with cast iron body, 316SS disc, 416SS stem, EPDM seat, and pneumatic actuators.	Bray / Valve: Series 31 Actuator: Series 92
3	Automatic diaphragm valves for chemical injection isolation, with CPVC body and pneumatic actuator.	Chemline / Type 710
2	Manual stainless steel ball valves, with RPTFE seat, full port, and threaded connections.	Jomar / T-SS
1	Control air inlet manual brass ball valves with RPTFE seat, full port, and threaded connections.	Flow-Tek (Bray) / Series S51
5	Injection quills with integral check valve, 1/2" MNPT inlet connection, CPVC.	Griffco / IVQ
1	CIP/neutralization pump discharge line flow probe.	IFM / SA4310
2	Manual butterfly valves for isolation of the CIP pump, lug style, resilient seated with cast iron body, 316SS disc, 416SS stem, and EPDM seat, manufactured by Bray Controls.	Bray / Series 31
1	CIP/neutralization pump discharge swing check valves, with polypropylene body and EPDM seals.	Praher / K4 Series
2	Pressure indicating gauge, on CIP/neutralization pump suction and discharge.	SPAN / SCS
1	Pressure relief valve, CPVC body and viton seal.	Plast-O-Matic / Series RVT
1	Pressure transmitter for CIP/neutralization pump discharge.	IFM / PN
1	Control air pressure switch low.	SMC Pneumatic / Series SE70
1	CIP line temperature transmitter	IFM / TN
Tank Components- Shipped Loose		
1	4,500 gallon (working volume) fiberglass reinforced plastic (FRP) tank for use in the CIP/neutralization process	TBD
1	30 kW immersion type heater including heater panel	Indeeco / 723X Series
4	Automatic butterfly valves, for service water tank fill isolation, vent to waste, recirculation and unit feed/waste, lug style, resilient seated with cast iron body, 316SS disc, 416SS stem, EPDM seat, and pneumatic actuators.	Bray / Valve: Series 31 Actuator: Series 92
1	CIP/neutralization tank level transmitter.	IFM / PN
2	CIP/neutralization tank vibrating fork level switches.	IFM / LMT

2	Manual butterfly valves for CIP/neutralization tank drain and outlet, lug style, resilient seated with cast iron body, 316SS disc, 416SS stem, and EPDM seat.	Bray / Series 31
1	CIP/neutralization tank temperature transmitter with 316 SS housing, RTD temperature sensor, LCD display, and 316SS thermowell.	IFM / TN2343 and E37220

5. Chemical Transfer System

The chemical transfer system delivers chemicals such as acid and sodium hypochlorite for cleaning and maintenance washing. The following equipment is included in the chemical transfer system:

QUANTITY	DESCRIPTION	MANUFACTURER / MODEL
2	Pneumatic panel: NEMA 4 enclosure, single pneumatic inlet connection with multiple pneumatic outlet connections that run to each air operated chemical transfer pump. Each pneumatic line consists of a manual isolation valve, a solenoid valve, and a pressure regulator.	MEMCOR / Evoqua
1	Cleaning chemical: 12.5% sodium hypochlorite transfer system mounted on a HDPE backpanel, with CPVC isolation valves, local piping and tubing, calibration column, pressure gauge, back pressure valve and one air driven diaphragm transfer pump. Day tanks or chemical storage totes with to be provided by others.	MEMCOR / Evoqua
1	Cleaning chemical: 50% citric acid transfer system mounted on a HDPE backpanel, with CPVC isolation valves, local piping and tubing, calibration column, pressure gauge, back pressure valve and one air driven diaphragm transferpump. Day tanks or chemical storage totes to be provided by others.	MEMCOR / Evoqua
1	Cleaning chemical: 50% sulfuric acid transfer system mounted on a HDPE backpanel, with CPVC isolation valves, local piping and tubing, calibration column, pressure gauge, back pressure valve and one air driven diaphragm transferpump. Day tanks or chemical storage totes to be provided by others.	MEMCOR / Evoqua
1	Neutralization chemical: 50% sodium hydroxide transfer system mounted on a HDPE back panel, with CPVC isolation valves, local piping and tubing, calibration column, pressure gauge, back pressure valve and one air driven diaphragm transfer pump. Day tanks or chemical storage totes to be provided by others.	MEMCOR / Evoqua
1	Neutralization chemical: 38% sodium bisulfite transfer system mounted on a HDPE backpanel, with CPVC isolation valves, local piping and tubing, calibration column, pressure gauge, back pressure valve and one air driven diaphragm transfer pump. Day tanks or chemical storage totes to be provided by others.	MEMCOR / Evoqua
5	Manual stainless steel ball valves, with RPTFE seat, full port, and threaded connections.	Flow-Tek (Bray) / Series S85

6. Compressed Air System

The compressed air system provides air for valve actuation, air-assisted liquid backwash and integrity testing. The air-assisted liquid backwash is a key patented feature of the MEMCOR CPII system, assisting with solids removal from the membrane modules during backwash by re-directing filtrate water in the filtrate manifold back towards the lumen of the membrane fiber. Compressed air is also used in the system for the Membrane Integrity Test, various plant instruments and controls, and other steps in the cleaning processes. In order to ensure an appropriate supply of air to perform all of the functions required, the following equipment has been provided:

QUANTITY	DESCRIPTION	MANUFACTURER / MODEL
Compressor & Receiver Components – Shipped Loose Equipment		
2	Rotary Screw Air Compressors sized for 100% of the required capacity (1 duty / 1 standby) at 125 psig discharge pressure, with integral refrigerated dryer and food grade oil. Particulate filters (1.0 and 0.01 micron) with integral headloss gauges and auto drains included, shipped loose for installation by others.	Atlas Copco / GA 7
1	120 gallon vertical control air receiver, manufactured by Silvan Industries. The receiver is ASME rated 200 psi and is supplied primed outside and powder coated inside for corrosion resistance.	Samuel Pressure Group / A12276
1	1040 gallon vertical process air receiver, manufactured by Silvan Industries. The receiver is ASME rated 150 psi and is supplied primed outside and epoxy lined or powder coated inside for corrosion resistance.	Samuel Pressure Group / A10132
1 Lot	Manual brass ball valves with RPTFE seat, full port, and threaded connections.	Flow-Tek (Bray) / Series S51
1	Manual butterfly valves, lug style, resilient seated with cast iron body, 316SS disc, 416SS stem, and EPDM seat.	Bray / Series 31
1	Horizontal check valve, used to prevent backflow out of the control air receiver, with brass body, 316SS spring, and teflon disc.	Kingston / Model 205
2	Pressure transmitters for monitoring of receiver air pressure.	IFM / PN
3	Pressure indicating gauge.	SPAN / SCS
2	Pressure relief valves to protect the system from over pressurization, brass body with stainless steel ball.	Kingston / Series 119CSS
2	Automatic drain valves.	Atlas Copco / EWD Series
Air Regulator Components - Shipped Loose Equipment		
1 Lot	Manual brass ball valves with RPTFE seat, full port, and threaded connections.	Flow-Tek (Bray) / Series S51
1	Air velocity transmitter.	E+E Elektronik Corp / Series EE75
8	Manual butterfly valves, lug style, resilient seated with cast iron body, 416SS disc, 416SS stem, and EPDM seat.	Bray / Series 31
1	Pressure transmitters.	IFM / PN
1 Lot	Pressure indicating gauge.	SPAN / SCS

3	Pressure relief valves to protect the system from over pressurization, brass body with stainless steel ball.	Kingston / Series 119CSS
2	Control air regulators set at 90 psi.	SMC Pneumatic / Series AR
4	Elector-Pneumatic air regulators.	SMC Pneumatic / Series ITV
4	Process air regulators set at various pressures for process air and backwash scour air.	Fisher (Emerson) / Series 299H

7. Custom Tools and Spares

The following custom tools will be provided as standard with each MEMCOR CPII system:

QUANTITY	DESCRIPTION	MANUFACTURER / MODEL
1	Sonic Analyzer for onsite diagnostic analysis of membrane modules.	MEMCOR / Evoqua
1	Membrane pin repair kit.	MEMCOR / Evoqua
1	Lot of hand tools including, filtrate isolation valve tool, top cap removal/installation tool, and module removal (lifting) tool.	MEMCOR / Evoqua

The following spare parts will be provided with this MEMCOR CPII system:

QUANTITY	DESCRIPTION	MANUFACTURER / MODEL
1	Spare CIP/neutralization pump.	Goulds / 6SH2M55
1	Spare chemical dosing pump	Almatec Dover / E08
1	Strainer Backwash Discharge Pump	TBD

8. Control System

The control system provided for the MEMCOR CPII system includes the following equipment:

QUANTITY	DESCRIPTION	MANUFACTURER / MODEL
1	Process Control Panel, to coordinate operation of all MEMCOR supplied equipment including, a PLC, local I/O, panel door mounted 15" color touch screen Operator Interface Terminal (OIT), and Remote Access Server.	Allen Bradley / Compact Logix PLC w/ Panelview Plus 7
1 Per Unit	Modular I/O, mounted directly to the skid unit, used to relay information to/from the Process Control Panel and the individual MEMCOR CPII unit(s) via an Ethernet/IP communications link.	Balluff / Distributed Modular I/O with IO-Link

1

Modular I/O, mounted directly on the CIP/neutralization skid, used to relay information to/from the Process Control Panel and the CIP/neutralization system via an Ethernet/IP communications link.

Balluff / Distributed Modular I/O with IO-Link

9. Manufacturer's Engineering Support and Services

The entire execution process from design to start-up will be overseen by MEMCOR personnel. A certified project manager will act as a single contact point between MEMCOR and the customer. The following services will be provided during the execution of this project:

QUANTITY	DESCRIPTION
One (1) electronically submitted pdf copy for each round of Submittals	Memcor Submittals including: First design information submittals within 4 weeks of the date the Procurement Agreement is executed including: - Index and tabs. - Process and instrument diagrams for Membrane System and all ancillary components/systems provided by Seller. - Hydraulic requirements of the Membrane System. - General Arrangement drawings of filtration units. - Manufacturer's literature and engineering data and specifications including dimensions, materials, size, and weight of major components. - Detailed Bill of Material that describes Model #s, capacities, sizes, materials, etc. - Preliminary Control Architecture Diagram/Network diagram - Electrical one line diagram/power single-line diagram with BOM indicating scope of supply of Seller. - System interconnection details drawings Second design information submittals within 4 weeks from the date the first design submittals are approved by Engineer including: - Detailed assembly drawings including arrangement and dimensions of filtration units and components. - Electrical load list or one-line diagram for all equipment supplied by the Seller indicating rated equipment horsepower and required circuit voltage, frequency, and phases and electrical panel drawing. - Detailed control package summary including Control Architecture Diagram, I/O lists, alarms, control panel design schematics, Control Narrative. PLC program files shall be submitted electronically in Rockwell Studio 5000 format. Owner will be provided with all PLC ladder logic, PLC tag database and documentation required for systems integrator to develop HMI database, operator visualization screens, alarms, reporting and setpoint controls. - Re-issue first design information incorporating comments

	- Valve list and valve vendor information (catalog cut sheet with selected items indicated) - Instrumentation list vendor information (catalog cut sheet with selected items indicated) - Equipment list vendor information (catalog cut sheet with selected items indicated). - Installation procedures, module preservative flushing requirements, start-up and commissioning requirements and schedule. Final Shop Drawings with 4 weeks of the date the Notice to Proceed with manufacturing: - Special shipping, storage and protection, and handling instructions for all components. - Seller's contractor installation information - The Seller's instructions for the handling, storage and installation of the filtration modules. - Re-issue all design information incorporating comments.
One (1) electronically submitted pdf copy	Operation and maintenance manuals are included with the following items. Manuals will be to Evoqua's commercial standards. No drawings, except those used internally by consultant/customer are to be reproduced without the expressed, written permission of Evoqua. - Index and tabs. - Instructions for installation, start-up, operation, inspection, maintenance, parts lists and recommended spare parts, and data sheets showing model numbers. - Applicable drawings. - Warranties and guarantees. - Address of nearest manufacturer-authorized service facility. - Detailed project specific manufacturer drawings, equipment, valves, instruments and pipe schedules.
Four (4) service visits of up to 30 days on-site during the first three (3) years of operation	Eight hour service-days for manufacturer's services at regular intervals during the project to ensure proper installation and assembly procedures are followed as well as commissioning and training of the MEMCOR CPII system. Additional services may be retained at MEMCOR scheduled rates of US\$1650.00 per day, per person plus travel expenses at cost plus 5% mark up. The services included are: - On-site supervision that includes MEMCOR CPII installation support and plant pre-commissioning. - On-site services for plant commissioning which includes startup, and completion of functional test. These services include the on-site presences of a qualified PLC programmer to assist in any required changes in the membrane system controls and programming - On-site support for plant performance verification which includes the performance test as defined in <i>the Process Performance Warranty</i> section of this Proposal

	- Training of operators and technical staff in conjunction of startup. Training will include; equipment description, field instrumentation, control panels, detailed component description, preventive maintenance and troubleshooting.
One (1) year	Around the clock telephone support following installation and startup
One (1) year	Remote monitoring and diagnostics of membrane system performance. Information on critical process variables will be collected and made available for trending and data analysis to provide performance monitoring and support. The information will be aggregated into monthly reports which include suggestions on operations and maintenance for process optimization. An annual report will be provided describing key trends and a summary of the recommendations for improving plant performance.

Equipment and Services Provided by Others

All other works and equipment necessary to complete the project and not shown as being supplied by Evoqua shall be supplied by others, including but not limited to:

- Civil works and any and all building modifications or construction to house the MEMCOR membrane filtration system equipment including all concrete work related with construction, grouting of equipment and else as applicable.
- Unloading, unpacking, storage (according to Evoqua's recommendation), installation, assembly and field erection of the MEMCOR system.
- Interconnecting pipework between the MEMCOR units, between the MEMCOR units and the ancillary equipment (including air scour, compressed air, and chemical cleaning systems), between the MEMCOR units or ancillary equipment and equipment Supplied By Others and between the ancillary equipment.
- Pipe support including pipe hangers for all piping supplied outside the MEMCOR units.
- Pneumatic lines supplying air to the pneumatic actuators.
- Floor drains.
- Safety showers.
- Backwash waste holding tank or connection of the backwash outlet of each MEMCOR unit to sewer or other appropriate receiving system.
- Chemical transfer systems for services other than related to the chemical cleaning of the membrane modules, specifically coagulant transfer systems.
- Supply and storage of all chemicals required for MEMCOR membrane filtration system during operation cleaning, maintenance, and/or operation (including during acceptance testing).
- SCADA system.
- Supply and installation of all VFDs, motor control centers, and disconnects, unless otherwise specified.
- Supply and installation of all control wiring, power cabling including cabling tray, conduits, fittings and supports as necessary.
- Installation of control panels not mounted on the MEMCOR units.
- Building power, lighting, main disconnect, power distribution.
- Instrumentation not specifically listed in the MEMCOR scope as specified herein.
- Spare Parts.
- Pump alignment and vibration analysis.
- Engineering services other than listed in the MEMCOR scope above including structural or foundation design.
- Supervision of installation.
- Permits and approvals.
- Anchor bolt and anchor bolt calculations (if required by the Engineer) for all equipment supplied in the MEMCOR scope.
- Walkways, handrail, stairways and ladders as required.
- Grouting.
- Overall plant design. This includes the general arrangement of all SELLER supplied equipment.
- Design, supply and installation of raw water supply including raw water storage and pump facilities.

- Design, supply and installation of plant pre-treatment equipment and facilities including but not limited to coagulant dosing, flash mixing, flocculation and plate settlers upstream of the Membrane System.
- Design, supply and installation of finished water disinfection, storage and pumping equipment and associated instrumentation.
- Supply and installation of tank and equipment access platforms, walkways, tank covers, stairs, safety tie-off points, handrails, grating, ladders, etc., as required.
- Flushing of all piping and tanks and verification of removal of all residual debris from construction.
- Laboratory services and operating and maintenance personnel during Membrane System equipment start-up, commissioning and acceptance testing.
- Flushing and disposal of filtration module preservative.
- Any on-site painting or touch-up painting of equipment supplied.
- Design and supply of heating, ventilation, air conditioning, & refrigeration (HVAC&R), plumbing (potable water, equipment drain, and sanitary lines), fire detection, and fire protection for facility.
- Supply of all required oil and lubricants for equipment start-up and initial operation per the manufacturer's specifications for the Membrane System.

Controls Description

Our controls architecture is based on a single Master Control Panel (MCP) working with distributed input/output (I/O) modules located at key application points in the system. Specifications for our control system are indicated in the table below.

Control System Elements

ELEMENT	DESCRIPTION
MCP PLC	Allen Bradley Compact Logix
Operator Interface Terminal (OIT)	Allen Bradley Panelview Plus 7 15" color touch screen
Communications Protocol	Allen Bradley Ethernet I/P
Membrane Skid Remote I/O Modules	Baluff IO-Link module I/O
CIP/Neutralization Skid I/O Modules	Baluff IO-Link module I/O
Manifolded Solenoids for Valves	Numatics or equal
Remote Monitoring Capability	Remote Access Server (RAS) Modem

Master Control Panel (MCP)

All operations including filtration, backwashing, chemical cleans, and standby are controlled from the MCP. The MCP can also share operating information to plant-wide monitoring systems such as a SCADA system (by others). Control of non-membrane equipment such as High Service Pumps, Chemical Feed, and Raw Water Pumps can be optionally added as required to accommodate project-specific needs.

The MCP is operated via the Operator Interface Terminal (OIT) mounted in the door of the MCP. The OIT provides for a graphical interface for monitoring and full operator control of the membrane system.

Remote maintenance and monitoring capability is provided by a Remote Access Server (RAS modem) via a telephone interface for direct connection to the Ethernet network. A MEMCOR process engineer can directly access system operating data via this connection to provide online support and assistance for the operation of the plant.

Membrane Unit

Membrane skids are configured Baluff IO-Link modular I/O. The I/O modules are mounted direct to the skid unit. The I/O includes a Numatics (or equal) pneumatic solenoid manifold for control of the on unit valves. The master PLC communicates with the unit mounted I/O via an Ethernet/IP communications link. Skid I/O are completely factory wired minimizing customer installation costs. The customer skid electrical connections are limited to the communications cable and 24VDC power cable.

Clean-In-Place/Neutralization System

The CIP/neutralization system will also include Baluff IO-Link modular I/O. The I/O modules will be mounted directly on the CIP/neutralization. The I/O includes a Numatics (or equal) pneumatic solenoid manifold for control of the on skid valves. The master PLC communicates with the unit mounted I/O via an Ethernet/IP communications link. The skid also includes an electrical panel with a motor starter for the skid mounted pumps and terminals for fields mounted instruments and controls

Process Description

All normal plant operation and process sequences are automatically controlled by the PLC and control system. Most sequences can also be triggered manually by the operator and some sequences such as chemical cleaning (CIP) can be manually initiated by the operator but automatically carried out once initiated.

The main operating states are as follows:

Shutdown

SHUTDOWN is the normal power up and shutdown state of a unit. In this sequence, no active cycles are running and no solenoid valves are energized. A unit remains in this state until the operator starts the unit.

Standby

STANDBY is an active state that a unit enters when the unit is available to run but no run command exists. One or more units can enter the STANDBY state when there is no, or insufficient demand. A unit in standby can return to filtration automatically.

Startup

During this sequence, the membrane array is filled with water. First, the air on the shell side is expelled out through the upper backwash outlet while the feed valve is open. Next, the filtrate side is primed by opening the filtrate exhaust while feed pressure continues to be applied to the membrane fibers.

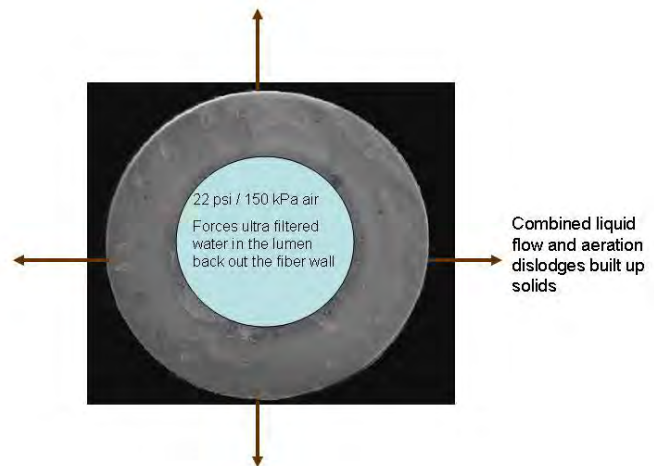
Filtration

In Filtration, the feed pumps and unit feed valves maintain the filtration flow set point as the transmembrane pressure increases.

Backwash

Over time, particles rejected by the membranes build up on the outside of each fiber. As a result, the resistance to flow increases until a backwash is performed. The backwash sequence is used to reduce the build-up of solids and reduce the transmembrane pressure. The backwash uses mechanical action only to remove solids - no chemicals are used during the backwash. A backwash is typically initiated after a pre-set period of time but can also be initiated when the change in resistance to flow exceeds a pre-set limit.

The backwash is fully automated and typically takes approximately 1.5 minutes. The backwash sequence includes the following steps:



1. Pre-Aeration – Low pressure air enters the shell side at the bottom of the CPII rack to provide air scouring to loosen/remove foulants from the membrane fibers. The flow meter downstream of the air scour pressure regulator is used to monitor the backwash air scour flow. The shell is vented via the upper backwash waste manifold.
2. Aeration and air driven liquid backwash – Air scouring continues. Low pressure process air is used to push the filtrate in the lumen side to the shell side of the unit thus creating the backwash effect.
3. Sweep with Aeration – Air scouring continues, while feed water enters the shell side via the lower feed manifold and exits the unit via the backwash waste manifold through the upper backwash valve.

4. Sweeping with Lumen Vent – Feed water continues to enter the shell side via the lower feed manifold and exit the unit via the backwash waste manifold through the upper backwash valve, while the filtrate exhaust valve is opened to vent the lumens.
5. Fill Lumen – Feed water continues to enter the shell side via the lower feed manifold, however, the upper backwash valve is closed and the unit filtrate exhaust valve remains opened. By closing the shell side of the unit to atmosphere and opening the lumen side of the unit, fill water entering the unit is forced through the membranes and refills the lumen side of the unit.

Clean-In-Place (CIP) / Maintenance Wash (MW)

The Clean-In-Place sequence is used to maintain long-term membrane performance. The CIP is manually initiated by the operator based either on transmembrane pressure (TMP), operational time, or calendar time. Under normal operating conditions, the CIP will be initiated based on operational time or calendar time, whichever occurs first. The maintenance wash sequence is similar to the CIP but will have shorter recirculation and soak sequences along with different chemical concentrations. The maintenance washing is used to increase the time between Clean-In-Place events. Maintenance washes typically take about 45 minutes. The CIP is semi-automated and takes about 2.5 hours for each of the two chemical cleans. The operator manually initiates the CIP and MW and permits it to continue after certain steps; however, it is fully automated aside from that.

The steps of the MW and CIP are outlined below:

1. CIP/Neutralization Tank Fill – the CIP/neutralization tank is filled from one of the units in operation or from the common filtrate piping header. Alternatively, the CIP/neutralization tank is filled from the external fill valve from either RO permeate or city water. This step is performed in preparation of conducting a CIP and does not require a CIP unit to be removed from operation.
2. CIP/Neutralization Tank Heating – for acid CIPs, the water in the CIP/neutralization tank is heated (typically to 30°C). For chlorine CIPs, the water in the CIP/neutralization tank may be heated (typically to 20°C) if the water temperature reaches low temperatures for prolonged periods of time. MWs are not typically heated. This step also does not require removing a CIP unit from operation.
3. Backwash –The unit is backwashed to remove excess solids and maximize the chemical cleaning efficiency. The backwash waste is drained to the regular waste outlet.
4. Unit Hot Water Fill – The unit is filled with water from the CIP/neutralization tank.
5. Filtrate Recirculation and Chemical Dosing – The CIP/neutralization transfer/recirculation pump starts to recirculate the water to the unit in a closed loop. The unit is fully isolated from the rest of the system. Acid or chlorine (as sodium hypochlorite) is added in the loop at the beginning of the recirculation sequence until the appropriate quantity of cleaning chemical is added.
6. Recirculation – The cleaning solution is recirculated through the membranes.
7. Soak – The modules are left to soak for a preset time.
8. Unit Drain – The cleaning solution is drained away from the unit to the CIP/neutralization tank for neutralization.
9. Rinse CIP – The unit is refilled with feed water and rinsed to remove residual chemical. All rinse water is directed to the CIP/neutralization tank.
10. Filtration to Waste – The unit is put into filtration but the filtrate with chemical residue is sent to the CIP/neutralization system.

Chemical Neutralization

Upon completion of a Maintenance Wash or CIP sequence, the dilute chemical solution from the unit is transferred back to the CIP/neutralization tank. Neutralization is a fully automated batch process which occurs at the conclusion of either a CIP or MW.

The CIP/neutralization pump is started either automatically via the MCP or manually by an operator, which starts recirculation within a piping loop. An inline pH and ORP probe signals to the PLC which neutralization chemical (typically sodium bisulfite for chlorine neutralization or sodium hydroxide for acid neutralization) should be dosed into the circulation loop. The CIP/neutralization pump continues to run, turning over the tank until a neutral condition is detected. Upon detecting a neutral condition, the tank contents are gravity drained to a discharge location (i.e. sewer).

Direct Integrity Test (DIT) (Referred to by Evoqua as an Air Hold Test)

The direct integrity test procedure is similar to that used on all of the other MEMCOR systems. The principal process steps include draining down the lumen, pressurizing the inside of the module fibers with integrity air while the unit is vented via the upper backwash valve to atmospheric pressure, shutting down the air supply and monitoring the pressure over time using the filtrate pressure transmitter supplied with each unit.

The result is logged and displayed on the OIT. The test confirms integrity when the rate of pressure decay remains lower than a pre-determined value which is used to determine the log removal value of the system. Each MEMCOR CPII unit is tested at regular time interval adjustable by the operator.

4. Warranties

This document contains Evoqua Water Technologies LLC (the "Seller") Warranties to the Town of Firestone (the "Owner") as listed below.

THE MECHANICAL WARRANTY, EXTENDED MEMBRANE MODULE WARRANTY, AND PERFORMANCE WARRANTY SET FORTH BELOW ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION IN THE EQUIPMENT CONTRACT. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

Mechanical Warranty

Subject to the following sentence, Seller warrants to Owner that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Owner shall be the sole and exclusive responsibility of Owner. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Owner and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Owner, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Owner under warranty, tort or any other legal theory.

Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from equipment shipment or (ii) twelve (12) months from the date of substantial completion of the Membrane System of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Owner gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Owner's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Owner shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Owner shall be responsible for all costs of installation of repaired or replaced Work. The Seller repaired or replaced equipment shall assume the balance of the Warranty Period.

If Seller determines that any claimed breach is not, in fact, covered by this warranty, Owner shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Owner's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed.

Low Pressure Membrane Module Warranty

1. Term of the Low Pressure Membrane Module Warranty

- a. This Warranty shall commence ("Commencement Date") on the earlier of:
 - i) The date of Substantial Completion of the Membrane System, or
 - ii) 6 months from the date of module shipment, whichever occurs first.
- b. This Warranty shall continue for a period of 10 years from the Commencement Date (the "Module Warranty Period").

2. Repair and Replacement Conditions

- a. In the event an individual low pressure membrane module exhibits defects in material or workmanship, as defined in Paragraph 2.b. below, the Seller shall, at its sole option and as the Buyer's sole remedy, conduct either of the following:
 - i) Repair the low pressure membrane module at no cost to Buyer;
 - ii) Modify the cleaning and/or operational processes; or
 - iii) Provide replacement low pressure membrane modules per the warranty replacement schedule listed in Paragraph 5 below.

- b. Low pressure membrane modules shall be deemed to be exhibiting defects in material or workmanship under the following conditions:
 - i) If the Membrane System fails to maintain the net filtrate production capacity specified, or
 - ii) If the Membrane System fails to meet filtrate turbidity of <0.10 NTU for 95% of the time and <0.3 NTU for 100% of the time; and fails the sellers standard direct integrity test.
 - c. Buyer will return to Seller a photograph of the end of each low pressure membrane module with the serial number to qualify for a replacement module.
- 3. Low Pressure Membrane Module Warranty Exclusions: The Buyer recognizes that damage resulting from any of the following shall be excluded from coverage under the low pressure membrane module warranty:
 - a. Alteration or faulty installation of membrane system equipment, components or low pressure membrane modules by any person other than an employee or representative of Seller without the Seller's prior written consent.
 - b. Buyer causing or permitting any low pressure membrane modules to dry or to have a moisture content below that specified in the operating instructions.
 - c. Chemical or physical conditions such as (but not limited to) pH, temperature or climatic factors outside recommended operating parameters in the appropriate section of the Operating and Maintenance Manual even where Seller is aware of the existence of these conditions.
 - d. Supply of influent water exhibiting parameters inconsistent with the parameters determined or specified at the time of bid and/or pilot testing. Deviance from any specified influent parameters may diminish or, in certain cases, void this warranty.
 - e. Exposure of the low pressure membrane modules to oil, organic solvents and other substances not normally present in water. In particular, waste water from oil filters and/or compressors shall not be permitted to come in contact with the low pressure membrane modules at any time.
 - f. Permanent or temporary exposure of the low pressure membrane modules to sand, grit or other particulate that may result in fiber damage or abrasion.
 - g. Improper maintenance of the equipment (including failure to perform general pinning maintenance) as defined in Seller supplied Operating and Maintenance Manual.
 - h. Use of water treatment chemicals or cleaning procedures other than chemicals, cleaning solutions and procedures approved by the Seller.
 - i. Use of cationic polymer in the Buyer's water treatment process without the prior written consent of Seller.
 - j. Normal wear and tear.
 - k. Improper storage of membranes.
- 4. Warranty Conditions: This warranty is conditioned upon Buyer:
 - a. Not being in default of any payment obligations to Seller; and
 - b. Maintaining hand-written or electronic operational logs and providing such logs to Seller in the event of a warranty claim.
- 5. Warranty Replacement Schedule
 - a. **First 24 Months:** If a low pressure membrane module shall require replacement under the repair and replacement conditions described in section 2 above during the first twenty-four (24) months of the "Module Warranty Period", a replacement will be supplied by Seller at no charge.
 - b. **Next 96 Months:** If a low pressure membrane module shall require replacement under the repair and replacement conditions described in section 2 above during the next ninety-six (96) months of the Module Warranty Period, a replacement will be supplied by Seller and invoiced based upon a pro-rata value of a total of one hundred and twenty (120) months. The pro-rata value shall be determined using a replacement

price of US\$1,125.00 per module adjusted by the increase in the North American Consumer Price Index (CPI) All Urban Consumers (US City Average), All Items Less Food and Energy, as published by the US Bureau of Labor Statistics plus one percent (1%), and reducing this price by 1/120th for each month remaining in the 120-month period.

- c. Replacement modules supplied by the Seller to Buyer under warranty shall be supplied with a two (2) year full replacement or cliff warranty. If a membrane module is replaced during the pro-rata period, the modules shall assume the balance of the low pressure membrane module warranty that remained on the defective low pressure membrane module that was replaced under warranty after the two (2) year full replacement period. In this scenario modules replaced under warranty shall assume the remainder of the warranty for the modules being replaced, with such warranty to be not less than a two (2) year full replacement warranty from the date of replacement with a new module.
 - d. Freight costs associated with the furnishing of replacement modules provided under the low pressure membrane module warranty is not included in the warranty replacement price. Accordingly, the shipping/delivery terms for replacement modules supplied under the low pressure membrane module warranty shall be "Ex Works Seller's Facility" and Seller shall arrange, and Buyer shall pay for, transportation of replacement membrane modules to Buyer's facility.
6. Warranted Module Replacement Price for Membrane Modules Purchased "Outside" of Warranty:
- a. The Seller has established a Warranted Module Replacement Price of \$1,125.00 USD per module and warrants that it will sell to the Buyer, for up to 20 years from Commencement Date as defined in paragraph 1.a above, replacement membrane modules at the Warranted Module Replacement Price as adjusted by the increase in the prevailing Consumer Price Index (CPI)- All Urban Consumers (US City Average), plus one percent (1%).
 - b. Modules purchased to replace a module whose warranty has expired shall be provided with a standard two (2) year full replacement warranty.
 - c. Application of the Warranted Membrane Module Price shall be limited to the Buyer's purchase of membrane modules to replace those modules that: (i) were furnished under the purchase agreement as executed by the Buyer and Seller; and (ii) are not otherwise subject to replacement under this warranty as a result of defect in material in workmanship.
7. Replacement parts for the Membrane System will be available to the Buyer for a minimum of 20 years from the date of Substantial Completion. If the product line is sold, the Seller will make provisions such that all guarantees, warranties, and bonds shall remain in effect and that replacement parts and operational support continue to be available to the Buyer for the time period specified above. Seller shall have the right to replace membranes with the latest design at the time of replacement.
8. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER DAMAGES AND SELLER'S TOTAL LIABILITY UNDER THIS EXTENDED LOW PRESSURE MEMBRANE MODULE WARRANTY, WHEN ADDED TO ALL LIABILITY OF SELLER TO THE BUYER AND ANY END USER OF THE SYSTEM, IF DIFFERENT FROM THE BUYER, UNDER THE SYSTEM SALE CONTRACT, SHALL NOT EXCEED THE LIMITATION ON LIABILITY SET FORTH IN THE SYSTEM SALE CONTRACT. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF WHETHER THE LIABILITIES OR DAMAGES ARISE OR ARE ALLEGED TO ARISE UNDER CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

Process Performance Warranty

Equipment Performance Criteria

Subject to provisions below, Evoqua Water Technologies LLC (the “Seller”) warrants to the Town of Firestone (the “Owner”) that Seller’s Equipment will meet the following performance criteria during the Test (the “Performance Warranty”):

PARAMETER	UNITS	VALUE
Turbidity	NTU	< 0.1 ^{1,2,3}
Average Filtrate Capacity	MGD	1.5 ^{4,5,6}
Pressure Limitations	psi (measured across a membrane skid)	<22 psi
Integrity Test	#	Perform one integrity test

Notes:

- 1 Filtrate turbidity shall be <0.1 NTU on 19 of 20 consecutive samples and no sample shall exceed 0.3 NTU.
- 2 When a properly maintained and calibrated analyzer receives the appropriate sample flow.
- 3 Excluding potential regrowth.
- 4 Assuming feed water to the membrane system is within the specified conditions in the table below.
- 5 If site conditions are such only one (1) of the two (2) UF units can operate at the time performance test due to no fault of the Seller, the capacity parameter shall be adjusted accordingly.
- 5 Performance Test will be conducted immediately after a CIP
- 6 Average Filtrate Capacity assumes that both units are online and producing filtrate.

Feed Water Characteristics

The Performance Warranty is expressly conditioned upon Owner delivering a minimum of 1.56 MGD of feed water to the membrane unit (the “Equipment”) having the following characteristics (“Feed Water Characteristics”):

PARAMETER	UNITS	RAW WATER (Reference Only)	SETTLED WATER (Design Basis)
Alkalinity	mg/L as CaCO ₃	50-350 Avg 280	50-350 Avg 280
Total Hardness	mg/L as CaCO ₃	60-800 Avg 425	60-800 Avg 425
pH	-	6.0-8.0 Avg 7	6.0-8.0 Avg 7
Temperature	Degrees Celsius	1-25 Avg 10	1-25 Avg 10
Total Organic Carbon (TOC)	mg/L	Min 0.6 Max 4.0 (95 th percentile) Avg 2.6	<3.5 (95 th percentile)
Dissolved Organic Carbon (DOC)	mg/L	0.5-4.0 Avg 2.6	<3.5 (95 th percentile)
Turbidity	NTU	Min 0.5 Max 10 (95 th percentile) Avg 4 NTU	<3 NTU (95 th percentile)
Suspended Solids	mg/L	-	<4.0 (95 th percentile)

Total Dissolved Solids	mg/L	80-1,000 Avg 811	80-1,000 Avg 811
Barium	mg/L	ND-0.1 Avg 0.07	ND-0.1 Avg 0.07
Total Iron	mg/L	BDL-3.0 Avg <0.02	BDL-3.0 Avg <0.02
Dissolved Iron	mg/L	BDL-1.0 Avg <0.02	BDL-1.0 Avg <0.02
Sulfate	mg/L	<450	<450
Total Aluminum	mg/L	ND-1.5 Avg 0.1	ND-1.5 Avg 0.1
Dissolved Aluminum	mg/L	ND-0.5 Avg 0.05	ND-0.5 Avg 0.05
Dissolved Manganese	mg/L	BDL-0.02 Avg 0.004	BDL-0.02 Avg 0.004
Total Silica (SiO ₂)	mg/L	5-20 Avg 15	5-20 Avg 15
Langlier Saturation Index (LSI)	-	Negative to +1.0 Avg -0.5	Negative to +1.0 Avg -0.5

Notes:

1 BDL stands for below detection limit.

2 ND stands for non-detectable

Performance Test

The Performance Warranty shall be verified by a performance test of the Equipment (the "Test"). The Test shall start no later than thirty (30) days after completion of startup and commissioning or four (4) months from the date of shipment of the filtration modules to the project site, whichever occurs first, and shall be completed no later than six (6) months after startup and commissioning.

The Test shall be completed after three (3) days of operation. If there is an interruption to the Test of a (i) power interruption in excess of sixty (60) minutes per day, (ii) mechanical or electrical failure of the Membrane System for more than two (2) hours, or (iii) any influent or operating parameter outside the accepted operating ranges described in this Guarantee, the Test shall be restarted. Alarms raised by the control system shall be addressed by the Owner and shall not cause an interruption of the Test.

Prior to and during the Test, the Owner shall be responsible for the following: (i) operation of the Equipment in accordance with Seller's O&M manual and Seller's instructions, (ii) resolution, to Seller's satisfaction, of any issues identified by Seller as described in the following paragraph, (iii) demonstration that the feed water quality has continuously met the Feed Water Characteristics by means of a sampling and water analysis program mutually agreed to by Owner and Seller, (vi) payment of all costs associated with the Test including without limitation, laboratory testing services, and (v) site preparedness including without limitation, availability of water, calibration of instruments, permits and resolution of Seller's issue list. The Owner's failure to meet any of these responsibilities shall nullify the Performance Warranty.

During performance testing, the Contractor shall (i) keep records using the SCADA system historian for the bi-hourly flowmeter readings, bi-hourly analyzer readings, daily elapsed meter readings, (ii) address problems encountered and make corrections or adjustments made to correct the problems, and (iii) lubricate and maintain all equipment in accordance with the manufacturers' recommendations.

Provided that Owner has met its responsibilities as provided above, the Seller shall be responsible for the following: (i) performance, in its sole discretion, of a site inspection prior to the commencement of the Test and Seller may provide a list of issues for Owner to resolve prior to the commencement of the Test, (ii) on-site assistance during the test, and (iii) upon completion of the Test, Seller shall provide a Test report to Owner demonstrating that the Equipment complied with the Performance Warranty.

If during the Test the Equipment fails to meet the Equipment Performance Criteria provided above the Owner shall provide Seller access to its plant and all relevant operating data so that Seller may evaluate the performance of the Equipment. In addition, Seller shall have the right to inspect the Equipment and recommend operational changes for implementation by Owner. If any equipment item, sub system, or system malfunctions during the test, the item or equipment shall be repaired and the test resumed. Credit will be given for the elapsed time before the malfunction, as long as the system operates without malfunction continuously for at least 2 days. If the first test fails, upon implementation of any Seller-recommended operational changes, Seller shall have the right to commence a second Test. If during the second Test, the Equipment fails to comply with the Equipment Performance Criteria listed above while the feed water continues to comply with the Feed Water Characteristics, Seller shall be in breach of the Performance Warranty.

Remedies

If Seller is in breach of the Performance Warranty as provided above, the Seller shall, as its sole obligation and as Owner's sole and exclusive remedy, subject to the limitations below, in its sole discretion, provide additional equipment or make modifications to the plant to enable Seller's equipment to meet the Equipment Performance Criteria, provided, however, that Owner agrees in writing to provide space for the additional equipment and further acknowledges that additional operating expenses related to the additional equipment will be for Owner's account.

Completion of Obligations

The Seller shall have met or been deemed to have met its Performance Warranty obligations and shall have no further obligations or liability to Owner upon: (i) the Seller's Test report confirming successful completion of the Test, (ii) the Equipment being exposed to feed water that is outside of the feed water characteristics, the feed water contains substances that are harmful to membrane systems including without limitation solvents, oil, polymers other than polymers expressly approved by Seller, or the feed water contains sand, grit and/or debris, (iii) the Owner is in default of its payment obligation to Seller, (iv) the Owner makes any repairs or alterations to the Equipment without Seller's prior written consent, or (v) the Owner fails to commence or complete the Test within the timeframes specified above for reasons other than those reasonably attributable to Seller.

Limitations

THE REMEDIES PROVIDED TO OWNER ABOVE ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY FAILURE BY SELLER TO SATISFY THIS PERFORMANCE WARRANTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY INCLUDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY EXPRESSLY PROVIDED HEREIN, SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES. SELLER'S LIABILITY UNDER THIS PERFORMANCE WARRANTY SHALL NOT EXCEED 20% OF THE PRICE PAID TO SELLER UNDER THE EQUIPMENT CONTRACT. SELLER'S TOTAL CUMULATIVE LIABILITY UNDER THIS PERFORMANCE WARRANTY AND THE EQUIPMENT CONTRACT, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR MECHANICAL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE EQUIPMENT CONTRACT, SHALL NOT EXCEED THE LIABILITY LIMITATION SET FORTH IN THE EQUIPMENT CONTRACT. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF WHETHER THE LIABILITIES OR DAMAGES ARISE, OR ARE ALLEGED TO ARISE, UNDER CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

5. Drawings

Please refer to [Appendix C: Manufacturer's Drawings](#) to find the following drawings for the proposed MEMCOR CII system.

Process and Instrumentation Diagrams:

- o MEMCOR CII Unit
- o MEMCOR CII System Interconnection
- o MEMCOR CII Clean-In-Place & Neutralization System
- o MEMCOR CII Chemical Transfer System
- o MEMCOR CII Compressed Air System
- o MEMCOR CII System

General Arrangement Drawings:

- o MEMCOR CII Unit General Arrangement
- o MEMCOR CII System General Arrangement

6. Regulatory Approvals

Please refer to [Appendix E: Regulatory Approval Documentation](#) to find the following approvals / certifications for the proposed MEMCOR CPII system.

- o Colorado Department of Public Health and Environment Acceptance Letter
- o Challenge Test Data
 - o NSF L40N Challenge Test Report
 - o NSF L40N Cut Fiber Challenge Test Report
 - o NSF L40N Turbidity Challenge Test Report
- o NSF 61 Listing

B. Startup and Commissioning Approach

The Evoqua Product Team has an established QA/QC process that addresses all the major stages of the execution of a membrane project, including proposal development, system design, construction/installation, commissioning, and process support. The sub-tasks that are monitored and controlled in each stage are outlined in [Section C. Managerial Approach](#) to follow.

Pre-planning

Our approach to achieving successful commissioning and startup stages is to undertake detailed planning with the wider team in a collaborative manner that leverages off the various experiences from the various team members. By bringing to bear a collaborative approach to the planning of commissioning and startup, potential issues are flagged and discussed prior to putting “boots on the ground”.

Onsite Commissioning

Evoqua's preferred approach is for the membrane supplier to take an active role in the planning of commissioning and be on site during critical inspections, pre-commissioning activities, handling and installation of membranes as well as the final commissioning.

As a team with a strong project delivery history, the Evoqua team has previously been invited by consultants and project teams to present on “Planning for Commissioning” which covers the project. The message we provide:

1. Planning. Working with the Engineer, Contractor, Operators to ensure everyone knows the work schedule. These include daily and/or weekly meetings with all involved parties.
2. Properly working through and documentation of defined commissioning guides. As an example, these would typically include:
 - a. Final construction and SCADA commissioning
 - b. FATs, SATs (including SCADA), Installation checks (ITPs), verifying level of completion and functionality
 - c. Tank and pipe cleaning and inspections for swarf (an Australian term for debris); temporary fly-screen filters placed strategically within piping; controlled site
 - d. Commissioning of Air System
 - i. Set Air Pressure Switch on Air System
 - ii. Test Air Pressure Switch
 - e. Commissioning of CPl Unit
 - i. Connect PCP to Unit
 - ii. Setup Unit I.P. Addresses
 - iii. Setup and Test AV001 – Unit Flow Control Valve
 - iv. Setup and Test Block and Bleed Valve
 - v. Setup and Test Remaining Unit Valves and Positional Feedback
 - vi. Setup and Test Manifold Level Switches
 - vii. Setup and Test Manifold Pressure Switches
 - viii. Setup and Test Flow Meters
 - f. Commissioning of Plant and Ancillary System (Dependent Upon Scope)
 - i. Feed System
 - ii. Filtrate System

- iii. CIP System
 - iv. Neutralization System
 - g. Conduct Wet-Testing of CPlI Units
 - h. Conduct Sequence Testing of CPlI Units which typically include:
 - i. Startup
 - ii. Filtration
 - iii. Backwash
 - iv. Air Hold Test
 - v. Sonic
 - vi. CIPs/MWs (water only)
 - vii. CIPs/MWs (with chemicals)
 - i. Final post-commissioning
 - j. Performance Testing
3. Planning, communication and execution with all of parties involved helps ensure the smoothest start-up, commissioning, testing and ultimately production of water from the St. Vrain Water Treatment Plant.

C. Managerial Approach

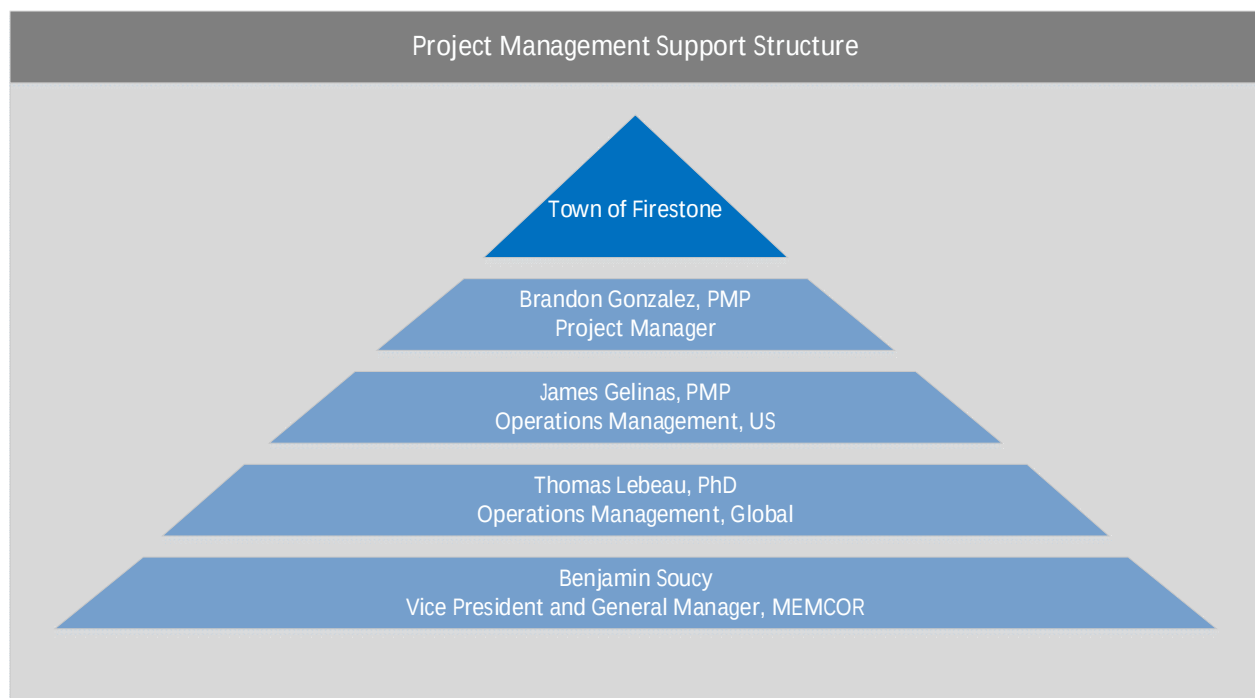
All of Evoqua's Project Managers are certified Project Management Professionals (PMP's) through the PMI or Project Management Institute. The Project Management Institute is recognized as the world-renowned training program for project management.

Branden Gonzalez, PMP, is the assigned project manager to the project and will serve as Evoqua's business manager for the project, empowered to make business decisions within the limits of the contract and empowered to negotiate changes as the project progresses. Mr. Gonzalez has over 16 years of experience in delivering membrane projects in North America. He was the lead project manager for the Orange County Water District GWRS Expansion, the largest membrane re-use plant of its kind in North America. Mr. Gonzalez was also the lead project manager on the Genesee Advanced Water Treatment Facility project in Colorado, which very similar in size and design to the proposed system for the Town of Firestone. Evoqua's project manager is the entrepreneur, taking responsibility for all aspects of the project including on-time delivery and quality, and that responsibility extends through the entire project including the warranty period.

Our project managers, including Mr. Gonzalez are all PMP certified professionals in good standing with the Project Management Institute (PMI). The project managers maintain their certifications by regularly engaging in training activities with the PMI and actively participating in their local PMI chapter's activities.

The PM's charter is to faithfully execute the contract Evoqua has with the Town of Firestone from award through completion with a dual objective:

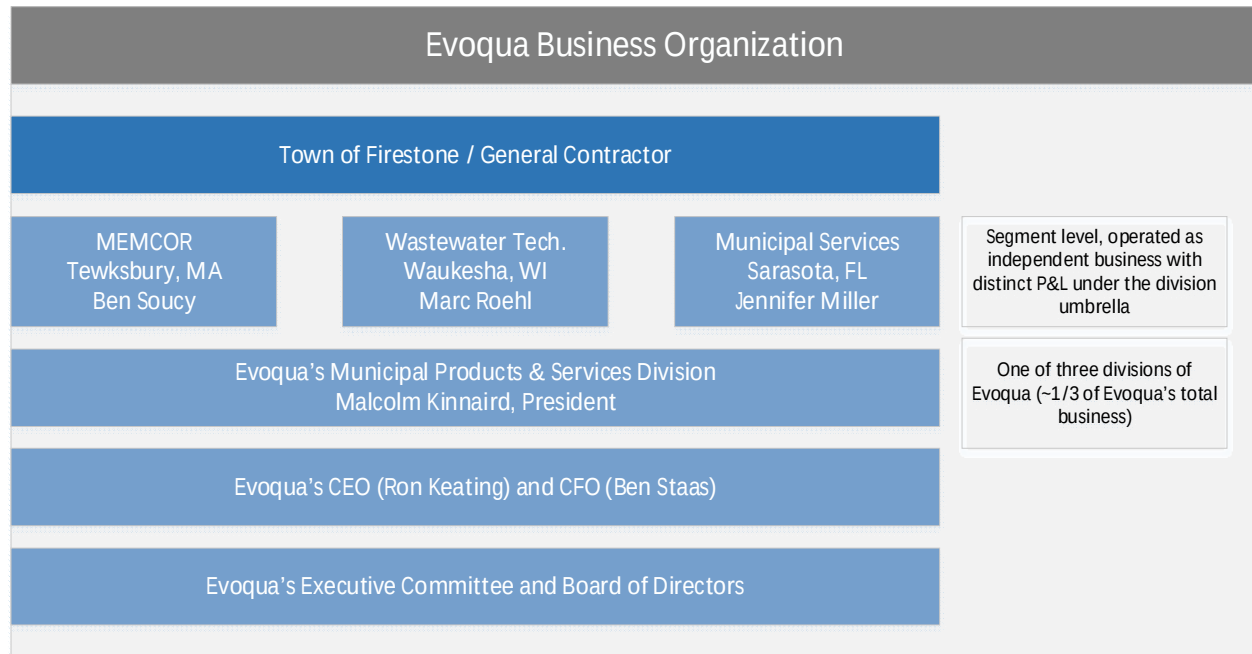
- Comply with the contract and deliver on Evoqua's commitments: we take each and every one of our contractual obligations very seriously. If we sign up for a requirement, we will do everything in our power to make good on that commitment. At the same time, we take great care to point potential conflicts and inconsistencies in the contract during the proposal phase to avoid future arguments.
- Be flexible to satisfy the Owner and its installing contractor's needs: in any contract of this size, the parties will likely need to negotiate changes to the original contract to address new issues arising along the completion path. We understand that need and as long as our business is treated fairly, we're prepared to be flexible in schedule and scope.



Project Management Support Structure

Evoqua enables our project managers with a short reporting line to MEMCOR's top management so that any decision exceeding the project manager's limit of authority can be made quickly. This approach also promotes accountability by ensuring senior management is regularly briefed on the progress of the project.

Evoqua's business organization promotes accountability with short lines of reporting to the executive levels of the business and with a structure centered on responsible business segments operated like independent businesses under the larger division umbrella. This set up makes us highly responsive to client needs by keeping all the potential interlocutors of the Town within the same business group highly invested in the success of the Town's project.



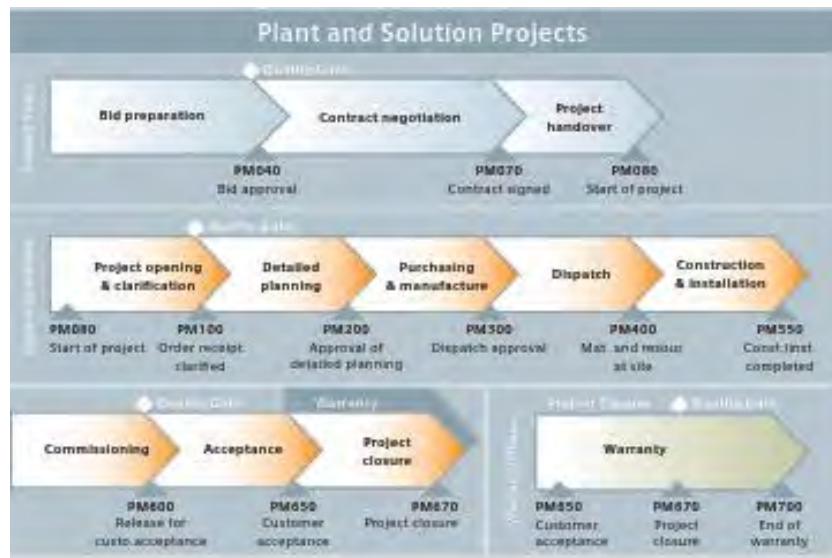
Evoqua Business Organization

End-to-End Management

The project manager provides an interface between the Owner and Evoqua. The Project Manager oversees all aspects of Evoqua's performance including:

- Formation and management of Evoqua's project team regrouping all the necessary disciplines (engineering, design, services etc.);
- Integration of Evoqua's project team into the overall project delivery team;
- Management of schedule;
- Integration of Evoqua's project team into the project organization;
- Management of all contractual matters;
- Regular briefing to Stantec and its management on the project progress and all related matters;
- Management of quality for Evoqua's entire scope including the goods fabricated by Evoqua and the goods sourced from third party vendors.

Evoqua's business processes are designed to ensure that project targets are completed on schedule, in accordance with the contract and in accordance with Evoqua's high standard of care. During the project, we ensure that the project plan is followed thoroughly, and we use a stage gate process to monitor our own performance and compliance with the project objectives on a regular basis. It allows us to avoid complications before they occur and adapt quickly to the often-changing requirements of the project.



Evoqua's Project Stage Gate Process Flow

Project Transparency

Regular status meetings help Firestone and General Contractor better monitor project progress. They also play a vital role in the information exchange between the project team and management, particularly when supporting the coordination of project actions. We have included onsite project meetings in our scope for the following project milestones.

This level of transparency extends to the work Evoqua will do in our factory in Sydney, Australia where the membrane modules are manufactured. We welcome Firestone's inspectors to jointly verify the quality of the goods before they are shipped to the job site.

PM@Evoqua projects are supported by advanced IT tools that provide a high level of transparency and enhance productivity. The frequency and scope of the quality checks are dependent on specific objectives and our internal processes specific to the Firestone project are fine tuned in cooperation with the project team. Our IT tools allow us to continuously monitor the quality of the work and avoid potential pitfalls. They help us respond quickly to mitigate risk, thereby supporting the development of the project to your satisfaction.

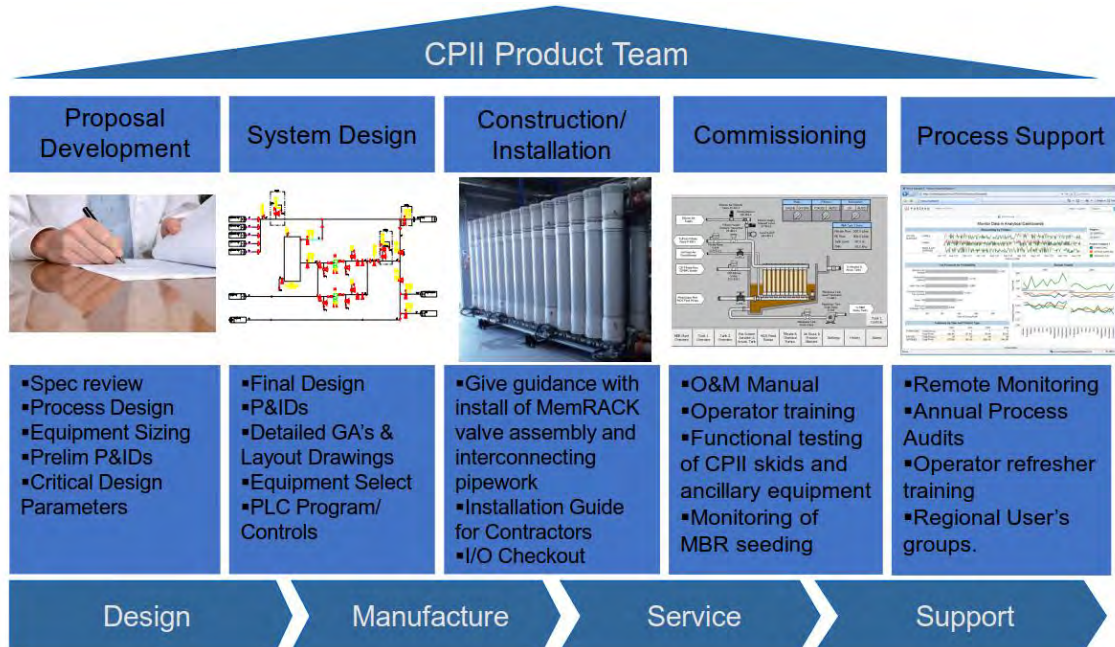
Evoqua accompanies your project every step of the way throughout the entire life cycle. The project manager's scope extends to the warranty period so that the project is never handed over to a party unfamiliar with its requirements and the history during those first few critical years of operation. Evoqua's processes are designed to ensure that project targets are completed on schedule, in accordance with the contract and in accordance with Evoqua's high standard of care. During the project, we ensure that the project plan is followed thoroughly, and we use a stage gate process to monitor our own performance and compliance with the project objectives on a regular basis. It allows us to avoid complications before they occur and adapt quickly to the often-changing requirements of the project.

Design Process

An Overview of the Design Process within the Context of the Project at Memcor

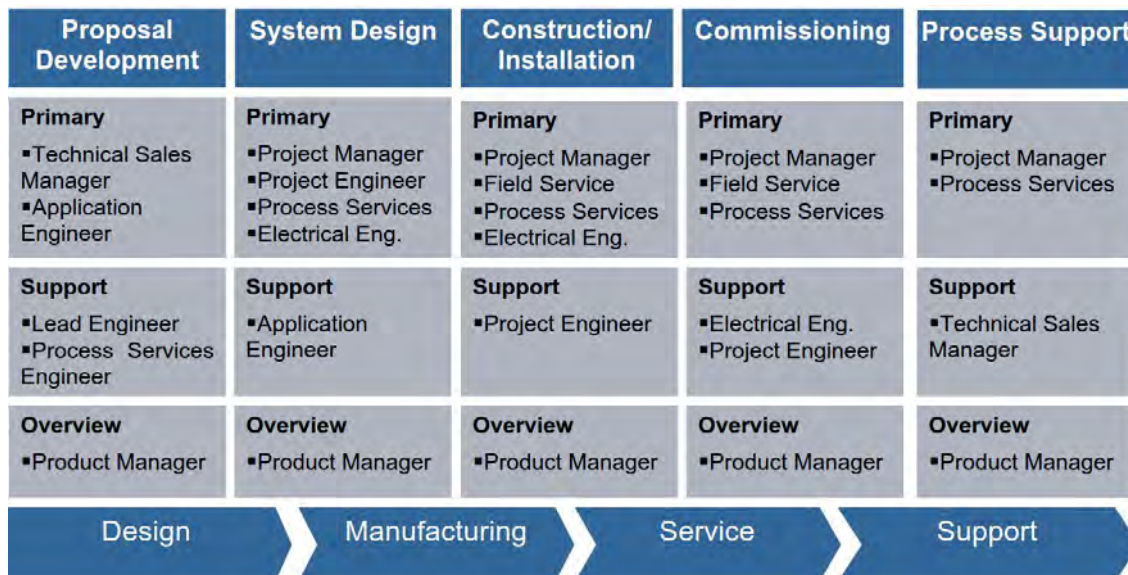
Evoqua brings to the table more experience with membrane projects than any other low-pressure membrane supplier. Our approach on projects similar to the size and scope of the proposed St. Vrain UF Membrane system is to provide a dedicated Project Team, led by an empowered Project Manager who leads a competent, capable design and commissioning. This team will collaborate and meet regularly with senior staff at Evoqua for regular updates, as well as scheduled quality gates within Evoqua's internal processes and with FEI Engineers Inc. and the Town of Firestone under the terms of the project specifications.

Evoqua's dedicated Product Team has an established QA/QC process that addresses all major stages of the execution of a membrane project, including proposal development, system design, construction/installation, commissioning, and process support. The sub-tasks monitored and controlled in each stage are outlined below.



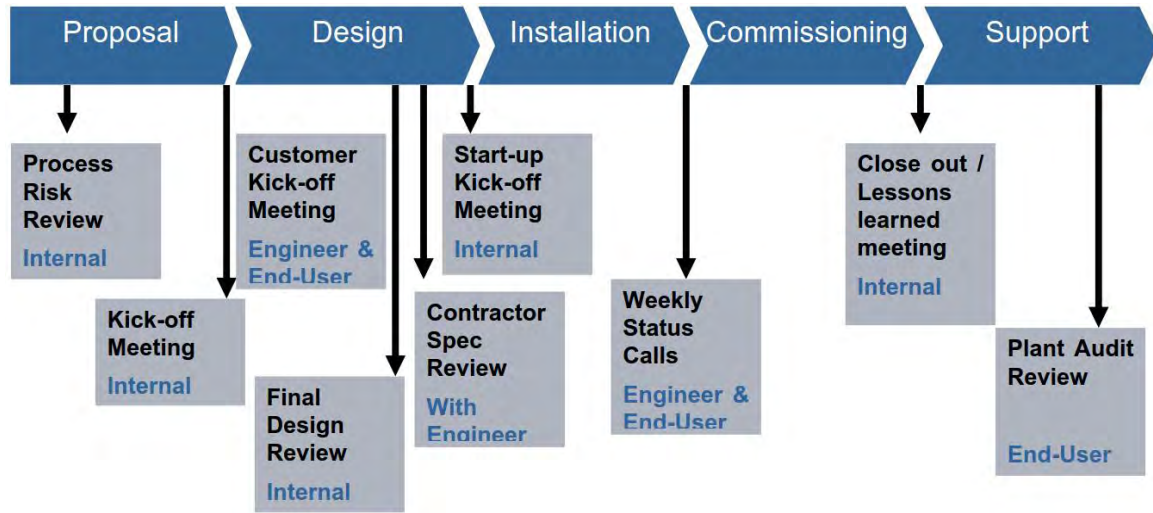
Project Execution Stages

Evoqua assigns individuals to work on the project, as having primary responsibility for the execution of that stage or that specific task related to delivery of the project or to provide support to those with primary responsibility. The figure below lists the personnel assigned to work on a typical Evoqua project:



Project Execution Personnel Overview

Project team meetings are held at each critical checkpoint during the project execution process. The Evoqua Management team is involved in the checkpoint meetings listed in the figure below. The Project Manager assumes primary responsibility for project execution at the kick-off meeting, just after the purchase order for the project is received.



Project Execution Checkpoints

D. Intellectual Property or Proprietary Rights

The proposed products and systems may be covered by one or more claims in the following listing of patents and patent applications.

TITLE	US PATENT APPLICATION NUMBER	US PATENT NUMBER
Gas-Scrubbed Hollow Fiber Membrane Module	09/208294	6156200
Apparatus and Method for Cleaning Membrane Filtration Modules	09/815966	6524481
Method and Apparatus for Evaluating a Membrane	09/513414	6568282
Hollow Fiber Restraining System	10/268600	6783008
Apparatus and Method for Cleaning Membrane Filtration Modules	10/428601	6821420
Apparatus and Method for Cleaning Membrane Filtration Modules	10/822036	6841070
Improved Membrane Filtration System	10/406807	6872305
Modified Membranes	10/437202	6884350
Method of Cleaning Membranes	10/298471	6955762
Hollow Fiber Restraining System	10/894191	6962258
High Solids Module	10/802691	7018533
Methods of Minimizing the Effect of Integrity Loss in Hollow Fiber Membrane Modules	11/015655	7160463
Hollow Fiber Restraining System	11/056532	7223340
Membrane Polymer Compositions	10/738628	7226541
Membrane Filtration Manifold System	10/718756	7264716
Removal System for Membranes in a Membrane Filtration System	11/139732	7282146
Modified Membranes	10/903950	7300022
Methods of Minimizing the Effect of Integrity Loss in Hollow Fiber Membrane Modules	11/496378	7344645
Aeration Method	11/060106	7361274
Wastewater Treatment System and Method	11/339186	7455765

Process to Improve Efficiency of a Membrane Filter Activated Sludge System	11/279354	7481933
Process to Improve Efficiency of a Membrane Filter Activated Sludge System	11/777587	7510655
System for Treating Wastewater	11/543006	7563363
Continuous Membrane Filtration and Solids Reduction	11/843817	7569148
Submerged Cross-Flow Filtration	11/441819	7591950
Dynamic Control of Membrane Bioreactor System	12/089238	7655142
Method for Treating Wastewater	12/118262	7722769
Gas Transfer Membrane	11/571100	7819956
Biological Phosphorus Removal	12/063325	7850851
Square Membrane Manifold System	11/660694	7862719
Membrane Post Treatment	11/720700	7867417
Potting Method	11/197969	7931463
Sequencing Batch Reactor with Continuous Membrane Filtration and Solids Reduction	12/481486	7931808
Backwash Method	10/530900	7938966
Monopersulfate Treatment of Membranes	11/995588	7988891
Membrane Post Treatment	12/647734	8057574
Methods of Minimizing the Effect of Integrity Loss in Hollow Fiber Membrane Modules	12/022940	8182687
Membrane Post Treatment	13/206845	8262778
Backwash	10/569565	8268176
Membrane Cleaning with Pulsed Airlift Pump	12/895156	8287743
Infiltration/Inflow Control for Membrane Bioreactor	12/447084	8293098
Improved Infiltration/Inflow Control for Membrane Bioreactor	12/594323	8318028
Membrane Cleaning with Pulsed Airlift Pump	13/298575	8372276
Mixing Chamber	10/537760	8372282
Continuously Variable Aeration	11/575364	8377305

Frame System for Membrane Filtration Modules	13/055284	8382981
Cleaning in Membrane Filtration Systems	11/722411	8496828
Methods and Apparatus for Removing Solids from a Membrane Module	11/575234	8506806
Method of Cleaning Membrane Modules	12/466199	8512568
A Membrane Module	13/087548	8518256
Hydrophilic Membranes	11/571101	8524794
Membrane Cleaning with Pulsed Airlift Pump	12/602316	8622222
Improved Membrane System Backwash Energy Efficiency	13/059283	8652331
Reduction of Backwash Liquid Waste	11/574819	8790515
Module Cleaning Method	10/595841	8808540
Membrane Cleaning with Pulsed Airlift Pump	13/765494	8840783
Assembly for Water Filtration using a Tube Manifold to Minimize Backwash	12/064409	8858796
Assembly for Water Filtration using a Tube Manifold to Minimize Backwash	14/332272	8894858
Method of Cleaning Membranes	12/813748	8956464
Fluid Control Manifold for Membrane Filtration System	13/240190	9022224
Frame System for Membrane Filtration Modules	13/737750	9023206
Membrane Cleaning with Pulsed Airlift Pump	14/177749	9206057
Potting Method	14/410731	9533261
Membrane Cleaning with Pulsed Airlift Pump	14/090491	9573824
Improved Manifold Arrangement	14/347258	9604166
Fluid Control Manifold for Membrane Filtration System	14/537576	9630147
Chemical Clean for Membrane Filter	11/912859	9675938
Membrane Module Protection	13/834568	9764288
Membrane Securement Device	14/429517	9764289
Gas Scouring Apparatus for Immersed Membranes	14/428718	9815027

Polymer Blend for Membranes	14/426179	9868834
Fluid Flow Distribution Device	13/643619	9914097
Isolation Valve with Seal for End Cap of a Filtration System	14/347261	9925499
Membrane Potting Methods	14/033968	9962865
Airlift Pump	29/335279	D637208
Filtration Assembly	29/476930	D729899
Filtration Manifold	29/476932	D764017
Filtration Header	29/476934	D764018
Filtration Module	29/476936	D767713
Gas Sparging Device	29/450953	D785197
Membrane Cleaning with Pulsed Airlift Pump	15/402759	
Fluid Flow Distribution Device	15/910653	
Improved Manifold Arrangement	15/428226	
Isolation Valve	15/901547	
Membrane Potting Methods	15/972852	
A Method and Device for Repairing a Membrane Filtration Module	15/025702	
Aeration Device for Filtration System	15/744134	
Nanofiltration Membrane and Method of Manufacturing a Nanofiltration Membrane	14/783815	
Chemical cleaning for membrane filters	62/645502	
Self-Powered Module Integrity Indicator Using Piezoelectric Sensor	62/728992	

All patents and applications can be retrieved from the USPTO database, <http://patft.uspto.gov/netahtml/PTO/srchnum.htm>

2. EVALUATION CRITERIA

Evoqua has reviewed the RFP in detail to understand and address the most important customer's requirements. Following is a brief discussion as to why we believe our submission deserves full points in the evaluation.

Evaluation of Information

The proposed Project includes construction of the St. Vrain Water Treatment Plant treat current and future surface water sources to provide potable water for municipal supply. The St. Vrain WTP process will include pretreatment using flocculation and sedimentation, filtration using pressurized ultrafiltration, and disinfection using chlorination.

Evoqua is committed to support the client, consultant and general contractor through all the project phases, from design to startup, training, commissioning and over the lifetime of this project.

The Evoqua MEMCOR CPII System provided in this proposal presents the best value to the Town of Firestone based upon evaluation of the following factors:

Cost Factors:

- Evoqua has provided the fully specified MEMCOR CPII system for a capital cost of **\$646,510**, providing an extremely competitive price per square foot of membrane area and overall value
- Evoqua's guaranteed module replacement cost of **\$1,125** is the lowest cost per square foot of membrane area. Additionally, this 20-year guaranteed price is directly from the membrane manufacturer, not a third party.
- MEMCOR's MemRACK's and valve racks arrive to site pre-assembled, reducing the installation cost.

System Design:

- The system will provide the Phase 1 capacity of 1.5 MGD with a 2 x CII 32(40) L40N system. The ancillary equipment is sized to meet the Phase 2 demand per the RFP. The Phase 2 capacity of 5 MGD can be met by adding four additional CII units.
- The CII system design provides in-place fiber repair along with the individual module isolation valves to allow for operations staff to manage the time required for membrane maintenance.
- The CII system consists of the L40N ultrafiltration membrane. The "N" fiber has a nominal pore size of 0.04 microns and has a very abrasion resistant surface. This fiber is made of a monolithic material with asymmetric morphology which seeks to balance durability with fouling resistance.
- Preliminary Unit and System General Arrangement and ancillary drawings are in Appendix C.

Warranty/Customer Support

- Evoqua has provided the mechanical and extended module warranty per the RFP. Additionally, this module warranty is included with the lowest guaranteed price per square foot and is provided directly from the manufacturer.
- Colorado has more than 40 plants that is supported from our facility in Colorado Springs, CO. This facility also houses inventory ensuring rapid equipment delivery in necessary. MEMCOR's project team will include local project management, product management, sales management, field service, process engineering and Aftermarket support. This local team ensures rapid response, close communication and opportunities for schedule and quality improvement our competition cannot match.
- In addition to our local team providing rapid responses, MEMCOR provides a free-of-charge 24/7 help line for emergency situations.

Life Cycle Costs – NPV

Evoqua designs its systems to operate at lower TMP and will less cleaning frequencies and chemical concentrations than our competitors. This helps give us one in the lowest life cycle costs in the market place please see our Life Cycle Costs below and O&M costs in section P-453.

Life Cycle Cost Analysis		
Present Value Factor Calculations		
Life Cycle Analysis Period (years)	20	
Discount Rate (%)	3%	
Present Worth Factor for Recurring Costs	14.88	
Membrane Life (years)	10	
Present Worth Factor for Single Future Cost (Membrane Replacement)	0.74	
System Information	Units	2 x CPlI 32 (40)
Membrane Replacement		
Number of Modules	#	64
Module Replacement Price	\$/module	\$1,125
Electricity Consumption		
Feed pumps	kWh/day	158
Compressor	kWh/day	75
CIP Heater	kWh/day	5
CIP/Neutralization Pump	kWh/day	8
Annual Chemical Usage		
Citric Acid	gal 50% Solution	15
Sulfuric Acid	gal 50% Solution	176
Sodium Hypochlorite	gal 12/5% solution	192
Sodium Hydroxide	gal 50% Solution	99
Sodium Bisulfite	gal 38% solution	40
* Notes: CIP pump and CIP heater are not operated concurrently. Demand calculations describe the maximum total operating load which incorporates the demand of the CIP heater, not the CIP pump		
Life Cycle Analysis		2 x CPlI 32 (40)
Investment Costs		
Membrane System		\$ 646,510
Present Worth of Membrane System		\$ 646,510
Replacement Costs		
Membrane Replacement		\$ 72,000
Present Worth of Membrane Replacement		\$ 53,575
Energy Costs		
Electricity - Annual Consumption at Average TMP		\$ 9,877
Present Worth of Energy Costs		\$ 146,943
Operating and Maintenance Costs		
Annual Chemical Costs		\$ 1,303
Present Worth of OM Costs		\$ 19,385
Total Life Cycle Costs		
Life Cycle Cost		\$ 866,413

Evoqua looks forward to working with FEI Engineers and the Town of Firestone to optimize these costs based upon their needs.

Statement of Qualifications

MEMCOR has over 30 years' experience providing membrane filtration equipment. Over these thirty years we have provide numerous innovative offerings to the market. We designed, commissioned and supported all this equipment successfully over three decades. Our experience providing and supporting membrane systems is unmatched by our competition.

In addition, MEMCOR has over 40 plants in the State of Colorado that has been continuously supported from our local manufacturing facility in Colorado Springs, CO. The new St. Vrain Water Treatment Plant project will be supported by multiple local MEMCOR personnel including, project management, field service, engineering, and sales. We look forward to the opportunity to work with FEI Engineers and the Town of Firestone on this important project.

P-453 – Operation and Maintenance Information

Please find Evoqua's P-453 – Operation and Maintenance Information included in this section of our proposal.

MEMBRANES	
Material & Pore Size	PVDF; 0.04 micrometers pore size
Design Flux (GFD)	35
Design Feed Pressure (psi)	11
TMP Allowable Range (psi)	4-22
Number of Racks (Phase 1)	4
Number of Modules per Rack (Phase 1)	16
Number of Racks (Phase 2)	12
Number of Modules per Rack (Phase 2)	20
Membrane Replacement Cost (\$ per each)	\$1,125
Membrane Replacement Cost (\$ total Phase 1)	\$72,000
Anticipated Life of Membranes (years)	10
Membrane Replacement (equivalent \$/year)	\$7,200
BACKWASH	
Volume per Event (gallons)	675
Estimated Frequency (hours)	0.5
Estimate Length (minutes)	1.7
ENHANCED MAINTENANCE WASH	
Volume per Event (gallons)	4,006
Estimated Frequency (hours)	72
Time required to complete (minutes)	45
Concentration of Hypo (ppm)	100
Concentration of Acid (ppm) and target pH	600 ppm sulfuric acid, pH 2 target
Frequency of biological fouling clean	NA
Frequency of mineral and metals fouling cleans	NA
Are heated maintenance cleans proposed?	No
Power consumption required for heating water (assume 60F base water temp)	0
CLEAN-IN-PLACE	
Volume per Event (gallons)	8,012
Tank Volume proposed (gallons)	4,500 gal CIP/neutralization tank (working volume). Note that the tank volume is smaller than the CIP volume per event because the CIP volume per event also includes CIP rinse water that does not add to the overall tank volume
Estimated Frequency (days)	30
Time required to complete (hours)	6
Concentration of Hypo (ppm)	500
Concentration of Acid (ppm) and target pH	600 ppm sulfuric acid, pH 2 target
Frequency of biological fouling clean	NA
Frequency of mineral and metals fouling cleans	Once per year a citric acid clean can be used to remove metal/mineral buildup
Are heated maintenance cleans proposed?	Yes
Power consumption required for heating water (assume 60F base water temp)	79 kWh for a CIP

CHEMICAL CONSUMPTION	CONCENTRATION	GALLONS PER MW	GALLONS PER CIP	GALLONS PER MONTH (30 DAYS @ 1.5 MGD)	GALLONS PER YEAR (365 DAYS @ 1.0 MGD AVERAGE)
Citric Acid	38%	0.0	15.1	0.0	15.1
Sulfuric Acid	50%	0.6	0.7	14.7	176.0
Sodium Hypochlorite	13%	0.5	2.8	16.0	192.0
Sodium Hydroxide	50%	0.3	0.4	8.3	99.0
Sodium Bisulfite	38%	0.1	0.6	3.3	40.0

RECOVERY	ESTIMATED VOLUME OVER 30-DAY PERIOD AT DESIGN FLOW (GALLONS) USING FILTERED WELL WATER AS MAKE UP WATER	ESTIMATED VOLUME OVER 30-DAY PERIOD AT DESIGN FLOW (GALLONS) USING CONSECUTIVE SYSTEM WATER (LOWER TDS, LOWER ALKALINITY) AS MAKE UP WATER	TOTAL ESTIMATED VOLUME OVER 30-DAY PERIOD AT DESIGN FLOW (GALLONS)
Backwash*	1,802,659	1,802,659	1,802,659
Maintenance Clean	144,215	144,215	144,215
Clean-in-Place	16,024	45,193	16,024
Total	1,962,898	1,992,068	1,962,898
Recovery (%)	96%	96%	96%

PUMPS	QUANTITY PROVIDED	QUANTITY IN SERVICE	DESIGN HP	DAILY ENERGY CONSUMPTION (KWH/DAY)	MONTHLY ENERGY CONSUMPTION (KWH/DAY) (30 DAYS @ 1.5 MGD)	ANNUAL ENERGY CONSUMPTION (KWH/DAY) (365 DAYS @ 1.0 MGD AVERAGE)
Feed Pumps	2	1	5	158	4,740	39,420
Backwash Pump	-	-	-	-	-	-
Compressor	2	1	7	75	2,255	27,440
CIP Heater	1	1	39	5	148	1,803
CIP/Neutralization Pump	2	1	18	8	240	2,555

PUMPS	ANNUAL ENERGY CONSUMPTION (KWH/DAY) (365 DAYS @ 1.0 MGD AVERAGE)	ENERGY COST (\$0.11/KWH)	ANNUAL ENERGY COST
Feed Pumps	39,420	0.11	\$4,336.20
Backwash Pump	-	0.11	\$0.00
Compressor	27,440	\$0.11	\$3,018.45
CIP Heater	1,803	\$0.11	\$198.34
CIP/Neutralization Pump	2,555	\$0.11	\$281.05
Total			\$7,834.04

CHEMICAL COSTS	GALLONS PER YEAR (365 DAYS @1.0 MGD)	UNIT COST (\$/GALLON)	ANNUAL COST
Citric Acid	15	\$10	\$150.86
Sulfuric Acid	146	\$2	\$292.00
Sodium Hypochlorite	159	\$2	\$318.00
Sodium Hydroxide	82	\$3	\$246.00
Sodium Bisulfite	33	\$2	\$66.00
Total			\$1,072.86

Appendix A: Company Financial Documentation

Please find the following Evoqua financial presentations included in this Appendix:

- o Third Quarter 2018 Earnings
- o Second Quarter 2018 Earnings
- o First Quarter 2018 Earnings
- o Fourth Quarter and Full Year 2017 Earnings

As previously mentioned, we would also invite you to access Evoqua's "Form S-1," registered with the US Securities and Exchange Commission, which includes financial information from as far back as 2015 on the web at: <https://aqua.evoqua.com/sec-filings>

For additional information to support the financial well-being of Evoqua, please click on the following link to access our "Investor Relations" page: <https://aqua.evoqua.com/>

Appendix B: Resumes

Please find Curriculum Vitae for the following Evoqua personnel included in this Appendix:

- o Branden Gonzales, Senior Project Manager
- o James Gelinas, Manager, Project Management
- o Thomas Lebeau, PhD, Director of Operations Management
- o Robert Sacco, Engineering Manager
- o Jacqueline Rourke, Process Engineer
- o Dan Micher, Senior Project Engineer
- o Kim Baker, Controls Engineer
- o Edwin Rodriguez, Controls Engineer
- o William Groom, National Service Manager
- o Cal Crawford, Field Service Technician
- o Joe Furlong, Field Process Engineer
- o Joe Marzullo, Customer Care Manager
- o William Wittich, Technical Sales Manager
- o Russ Swerdfeger, Director, MEMCOR Product Management & Application Engineering
- o Paul Gallagher, PhD, Director, Global Technology
- o Sofoklis Tsatsaronis, Senior Product Manager, MEMCOR® Products
- o Aaron Balczewski, Director of Process Technology

Appendix C: Manufacturer's Drawings

The following drawings for the proposed MEMCOR CII system have been provided in this Appendix.

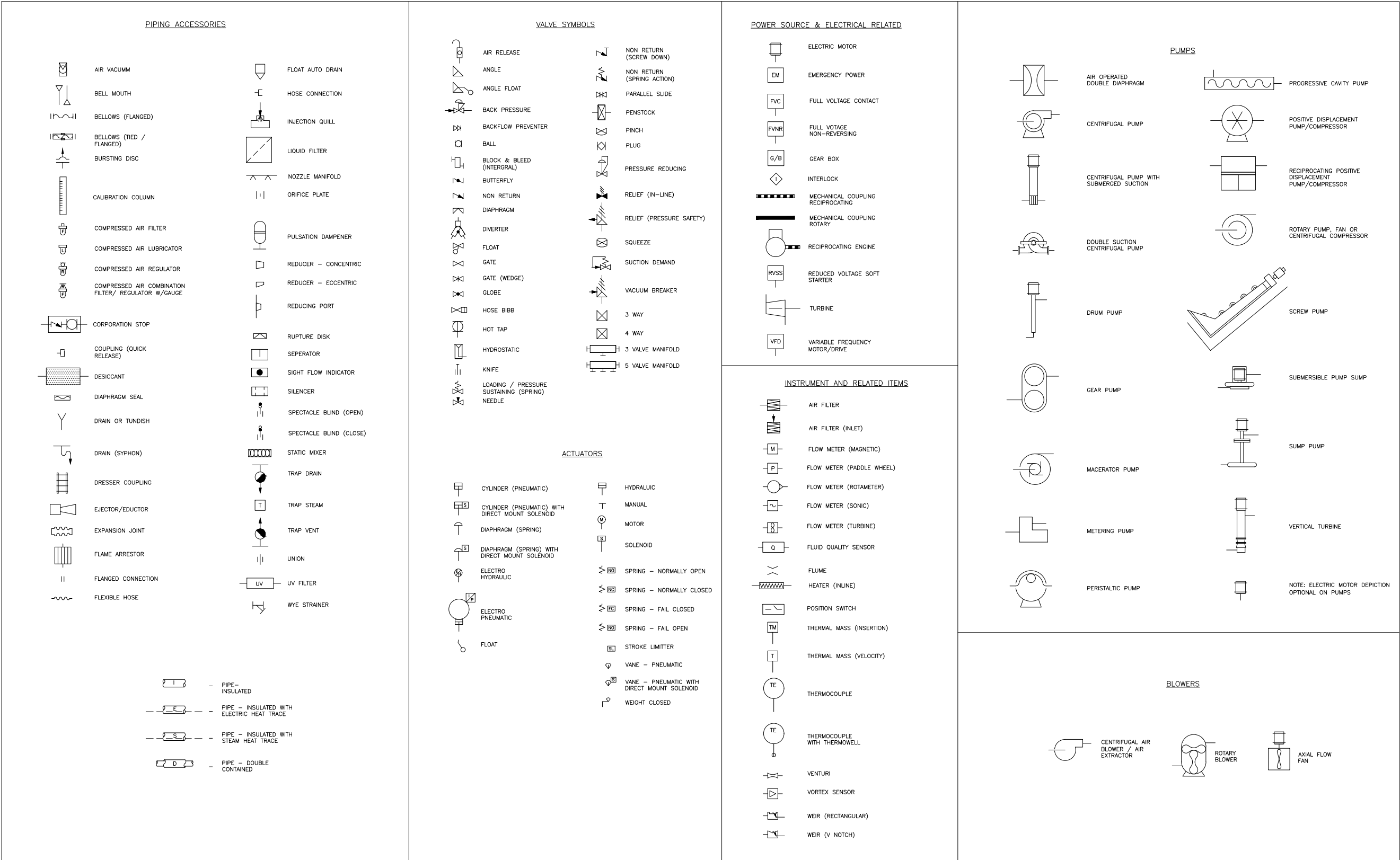
Process and Instrumentation Diagrams:

- o MEMCOR CII Unit
- o MEMCOR CII System Interconnection
- o MEMCOR CII Clean-In-Place & Neutralization System
- o MEMCOR CII Chemical Transfer System
- o MEMCOR CII Compressed Air System
- o MEMCOR CII System

General Arrangement Drawings:

- o MEMCOR CII Unit General Arrangement
- o MEMCOR CII System General Arrangement

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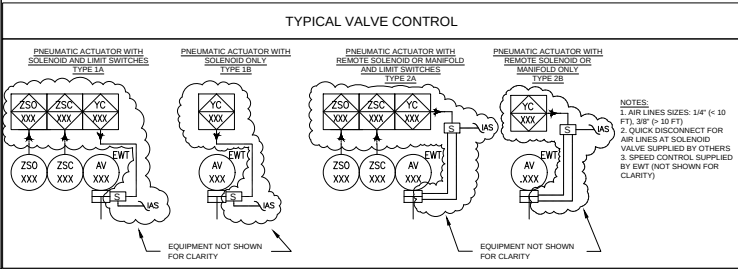
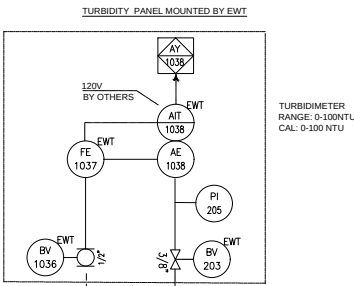
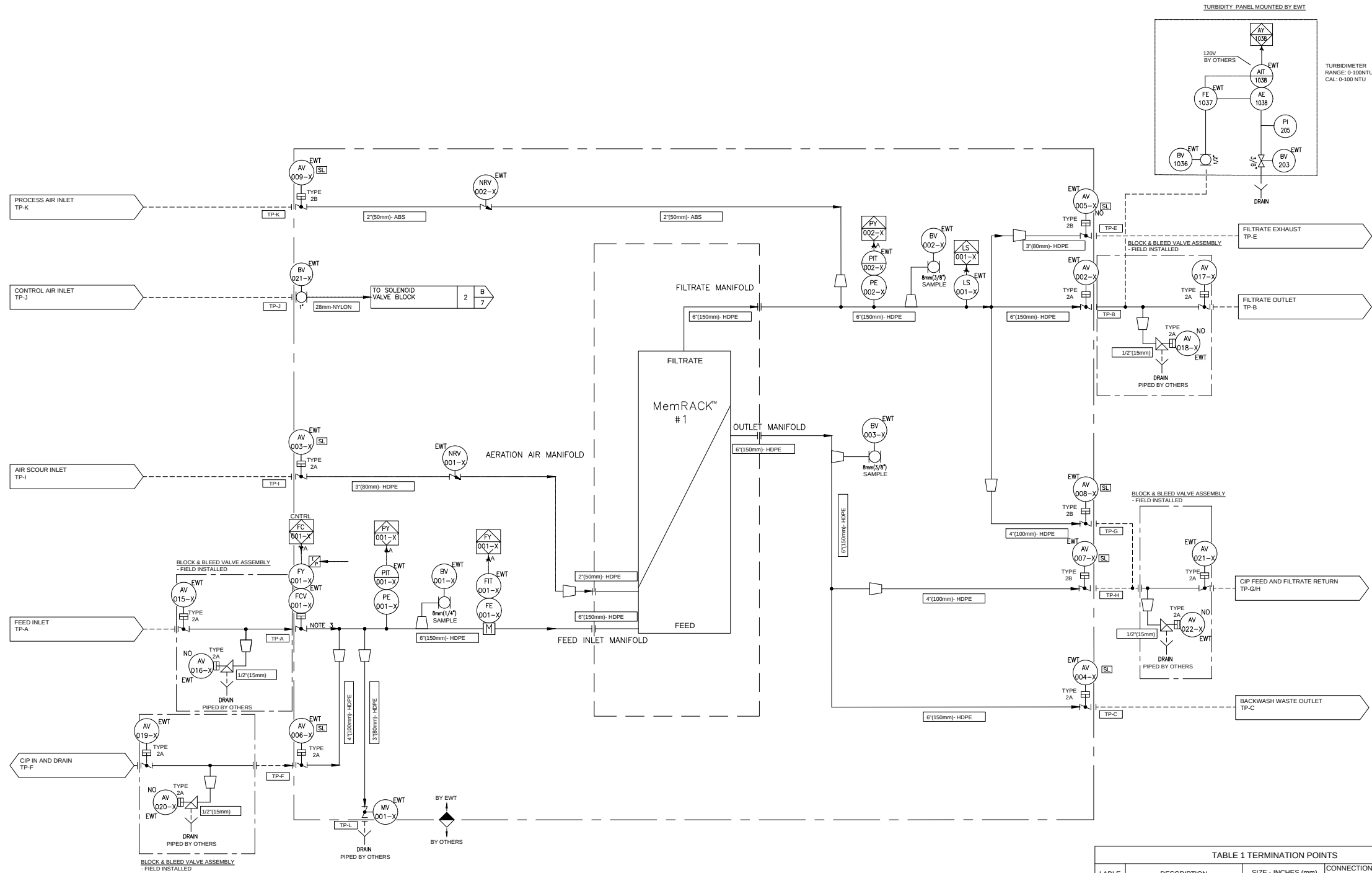


TABLE 1 TERMINATION POINTS			
LABLE	DESCRIPTION	SIZE - INCHES (mm)	CONNECTION TYPE
TP-A	FEED INLET	6" (150mm)	FLANGE ANSI DRILLED
TP-B	FILTRATE OUTLET	6" (150mm)	FLANGE ANSI DRILLED
TP-C	BACKWASH WASTE OUTLET	6" (150mm)	FLANGE ANSI DRILLED
TP-E	FILTRATE EXHAUST	3" (80mm)	FLANGE ANSI DRILLED
TP-F	CIP IN/UNIT DRAIN	4" (100mm)	FLANGE ANSI DRILLED
TP-G	CIP RETURN FILTRATE	4" (100mm)	FLANGE ANSI DRILLED
TP-H	CIP RETURN FEED	4" (100mm)	FLANGE ANSI DRILLED
TP-I	AIR SCOUR INLET	3" (80mm)	FLANGE ANSI DRILLED
TP-J	CONTROL AIR INLET	1" (25mm)	THREADED BSP
TP-K	PROCESS AIR INLET	2" (50mm)	FLANGE ANSI DRILLED
TP-L	UNIT MANUAL DRAIN	3" (80mm)	FLANGE ANSI DRILLED

NOTES:
1- EQUIPMENT MARKED WITH "EWT" IS SUPPLIED BY EVOQUA WATER TECHNOLOGIES FOR INSTALLATION BY OTHERS
2- ALL INTERCONNECTING PIPEWORK (EXCEPT WHEN INDICATED) IS SUPPLIED BY OTHERS
3- VALVE TAGGED FCV001-X HAS ELECTRO-PNEUMATIC POSITIONER. IN THE CASE OF A SYSTEM WITH A DEDICATED VFD CONTROLLED FEED PUMP PER UNIT, FEED VALVE TO BE TAGGED AV001-X AND ON/OFF CONTROLLED (TYPE 2A).
4- FOR DRAIN CONNECTIONS & SIZES NOT SHOWN, SEE MECHANICAL DRAWINGS.
5- PNEUMATIC ACTUATED VALVES SHOWN OUTSIDE THE UNIT BOX ARE SHIPPED LOOSE TO BE INSTALLED BY OTHERS
6- SOLENOIDS FOR PNEUMATIC ACTUATED VALVES SHOWN OUTSIDE THE UNIT BOX ARE LOCATED IN SOLENOID VALVE BLOCK MOUNTED ON THE UNIT
7- PNEUMATIC TUBING AND ELECTRICAL WIRES FOR THE VALVES SHOWN OUTSIDE THE UNIT BOX ARE WIRED BACK TO THE I/O SOLENOID BLOCK ON THE UNIT BY OTHERS.

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SCALE:
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TITLE
CLIENT

MEMCOR CP11 UNIT
PROCESS & INSTRUMENTATION DIAGRAM
TOWN OF FIRESTONE, CO

evoqua
WATER TECHNOLOGIES

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PROJECT
18Q2018CPD

CODE

DRAWING
18Q2018CPD0002

SHEET
1 OF 2

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PRELIMINARY ISSUE- NOT FOR CONSTRUCTION
REF DWG MGS92040002-FD-01_01B

REV

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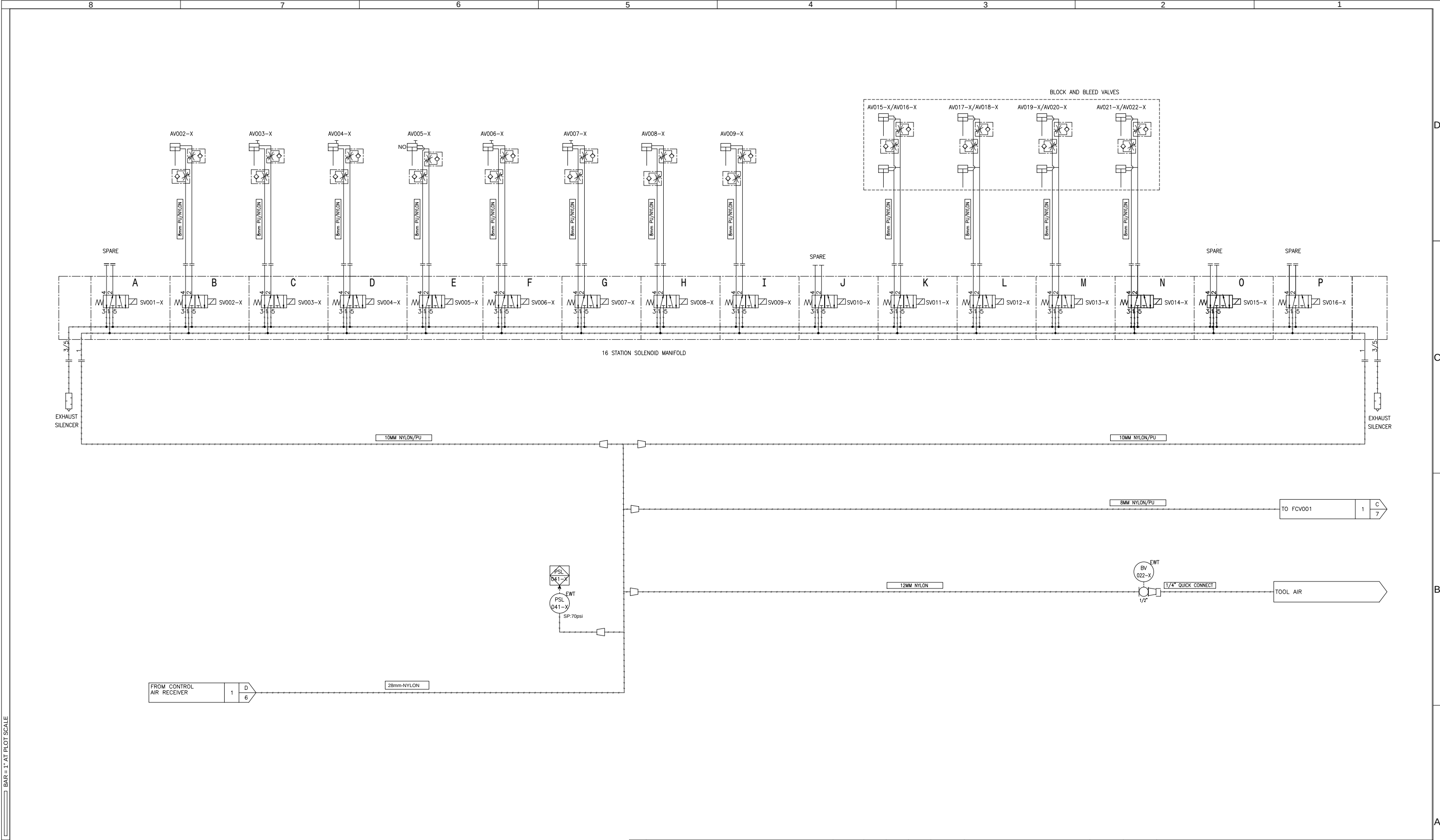
DATE

DWN

CHKD

APVD

ECN



STD:22x34_D 0616 Border.dwg BAR = 1" AT PLOT SCALE

NOTES:
1. ALL EQUIPMENT SHOWN ON THIS SHEET IS INCLUDED ON THE MEMCOR UNIT.

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						ENGINEER	DATE						
						MANAGER	DATE						
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EVOQUA

WATER TECHNOLOGIES

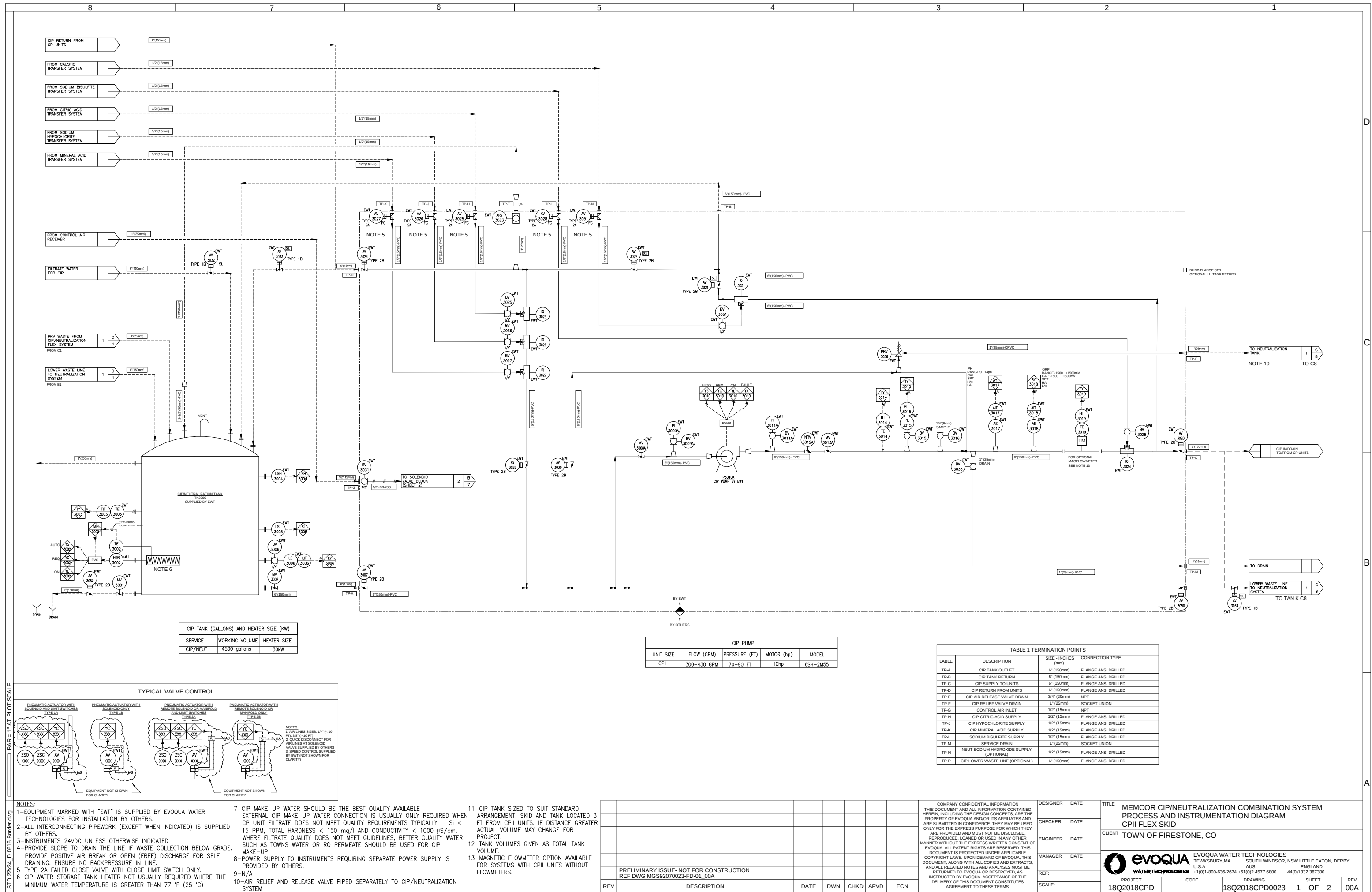
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U.S.A

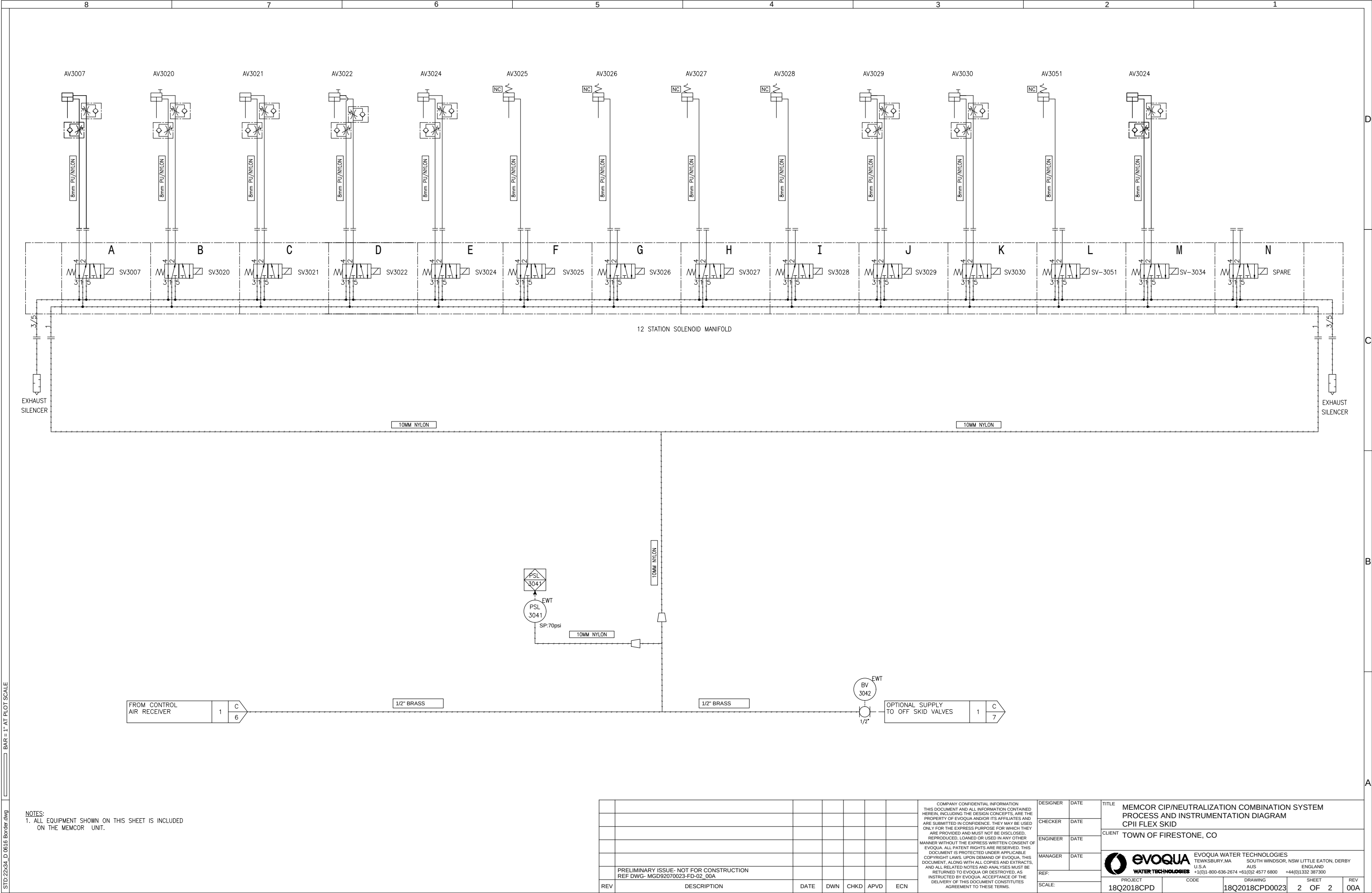
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AUS

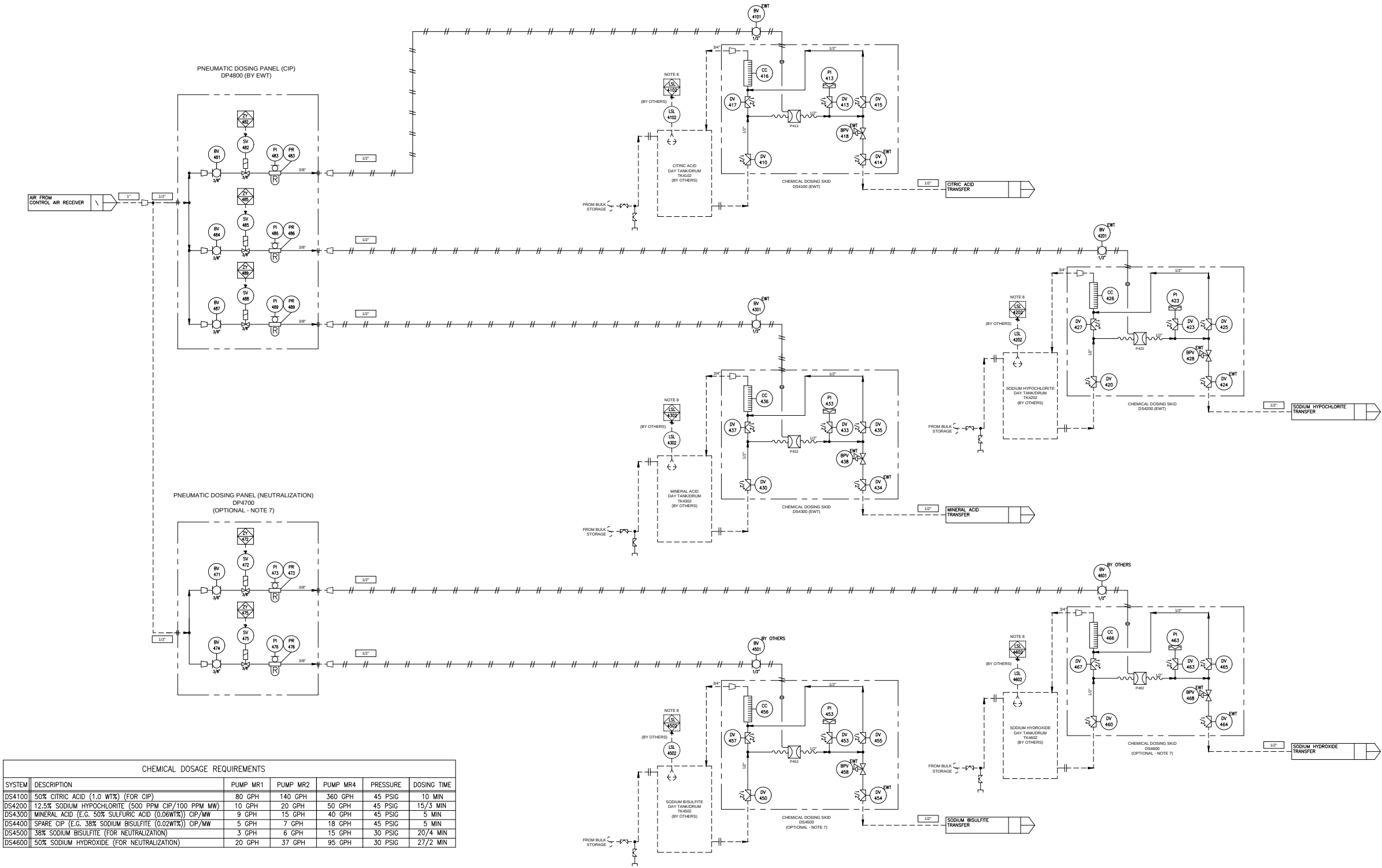
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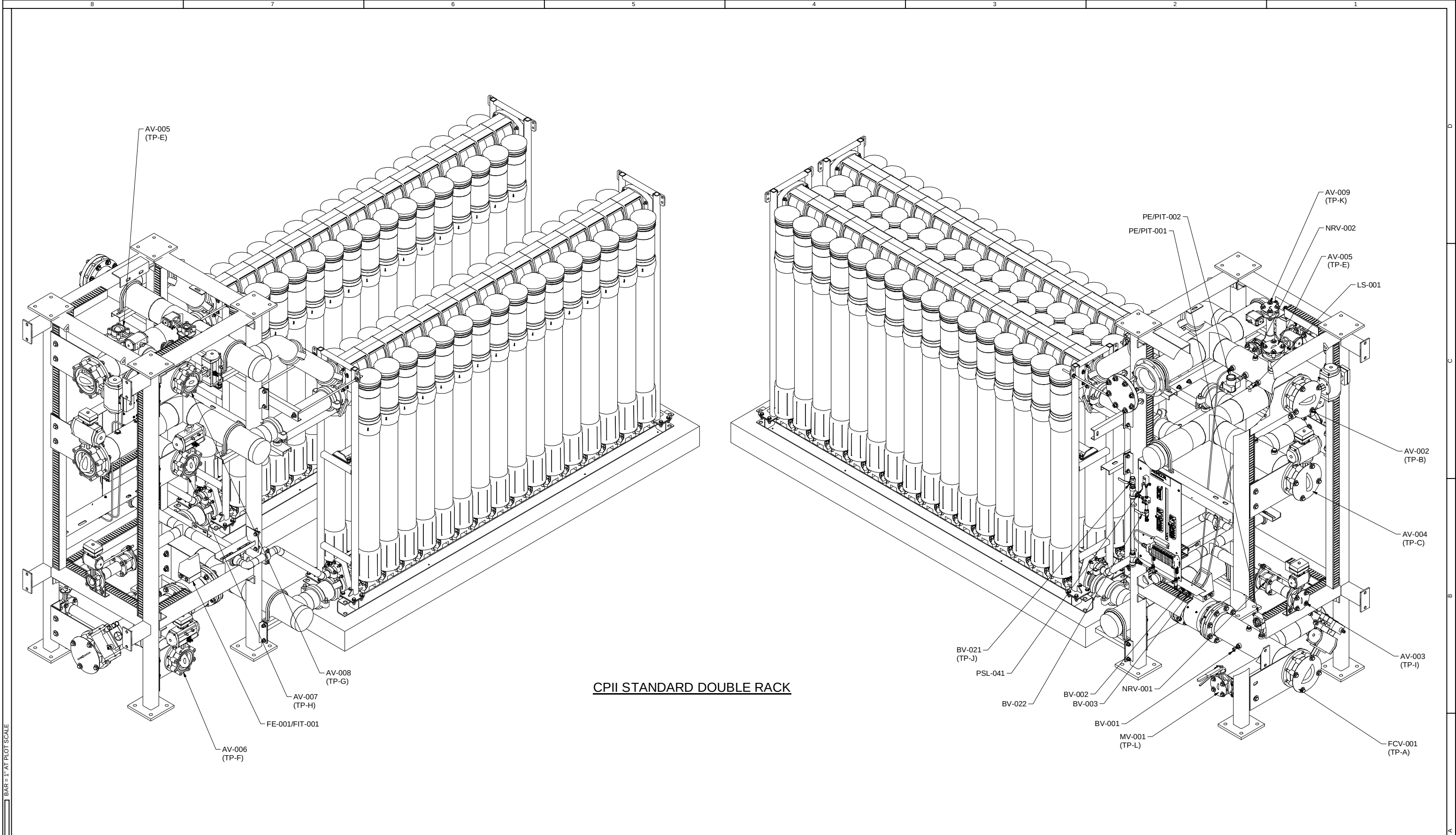




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NOTES:
1- EQUIPMENT MARKED WITH "EWT" IS SUPPLIED BY SIEMENS WATER TECHNOLOGIES FOR INSTALLATION BY OTHERS.
2- ALL INTERCONNECTING PIPEWORK INCLUDING AIRLINES (EXCEPT WHEN INDICATED OR WITHING SKID/PANEL) IS SUPPLIED BY OTHERS.
3- INSTRUMENTS 24VDC OR LOOP POWERED UNLESS OTHERWISE NOTED.
4- POWER SUPPLY TO INSTRUMENTS REQUIRING SEPARATE POWER SUPPLY IS SUPPLIED BY OTHERS
5- MCC AND VFD(S) SUPPLIED BY OTHERS UNLESS OTHERWISE NOTED.
6- SEE MECHANICAL DRAWINGS FOR DETAILS ON CHEMICAL DOSING SKIDS.
7- THE NEUTRALIZATION SYSTEM INCLUDING NEUTRALIZATION CHEMICAL DOSING SKIDS AND NEUTRALIZATION PNEUMATIC DOSING PANEL IS OPTIONAL AND CAN BE SUPPLIED BY EWT UPON REQUEST.
8- PROVIDE LEVEL INFORMATION TO EWT OVER NETWORK.

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										CHECKER	DATE						
										ENGINEER	DATE						
										MANAGER	DATE						
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										EVOQUA WATER TECHNOLOGIES TEKESBURRY, MA U.S.A +1(601)-800-636-2674				LITTLE EATON, DERBY ENGLAND +44(0)1332 387300			
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CII STANDARD DOUBLE RACK

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04E	ADDED CII 36 TO TABLES	22Feb17	RV	DRM	ST		RV	16Apr14	DOUBLE RACK GENERAL ARRANGEMENT MEMCOR CII UNIT			
3D	MOVED LEVEL SWITCH TO SIDE OF FILTRATE PIPE	04Mar16	RV	DRM	ST		CHECKER	DATE	CLIENT			
2C	CHANGED STANDARD TO SHOW CII RACK WITH MOULDED END PLATES	27Jan16	RV	DRM	ST		ENGINEER	DATE	TOWN OF FIRESTONE, CO			
1B	ADDED TERMINATION DIMENSIONS	05Jan15	CP	ST	ST		ST	18Sep14				
0A	CONSTRUCTION ISSUE	18Sep14	CP	ST	ST	MANAGER	DATE	 EVOQUA WATER TECHNOLOGIES TEWKSBURY, MA U.S.A. SOUTH WINDSOR, NSW AUSTRALIA LITTLE EATON, DERBY ENGLAND +1(01)800-636-2674 +61(0)2 4577 6800 +44(0)1332 387300				
REV	DESCRIPTION	DATE	DWN	CHKD	APVD	ECN	REF: SCALE NONE	PROJECT GLOBAL	CODE MGS92054002	DRAWING	SHEET 1 OF 5	REV 04E

CP2 DOUBLE RACK PIPING INFORMATION			
LABEL	DESCRIPTION	SIZE	TYPE
TP-A	FEED INLET	6"	FLANGE
TP-B	FILTRATE OUTLET	6"	FLANGE
TP-C	BACKWASH OUTLET	6"	FLANGE
TP-D	FILTRATE BACKWASH INLET (OPTIONAL)	6"	FLANGE
TP-E	FILTRATE EXHAUST	3"	FLANGE
TP-F	CIP IN/DRAIN	4"	FLANGE
TP-G	CIP RETURN FILTRATE	4"	FLANGE
TP-H	CIP RETURN FEED	4"	FLANGE
TP-I	AIR SCOUR INLET	3"	FLANGE
TP-J	CONTROL AIR INLET	1"	BSP THD
TP-K	PROCESS AIR INLET	2"	FLANGE
TP-L	DRAIN, MANUAL VALVE	3"	FLANGE

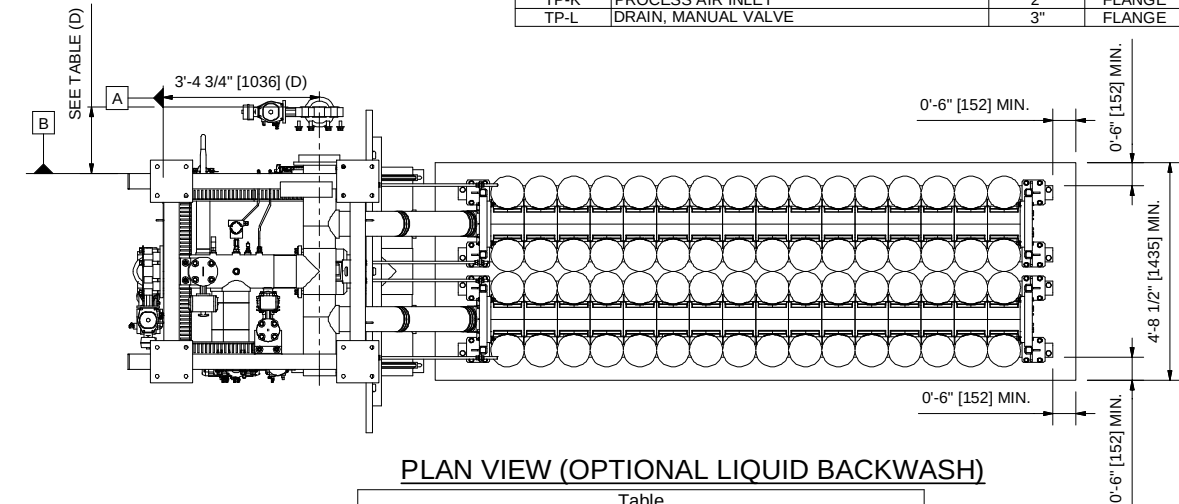
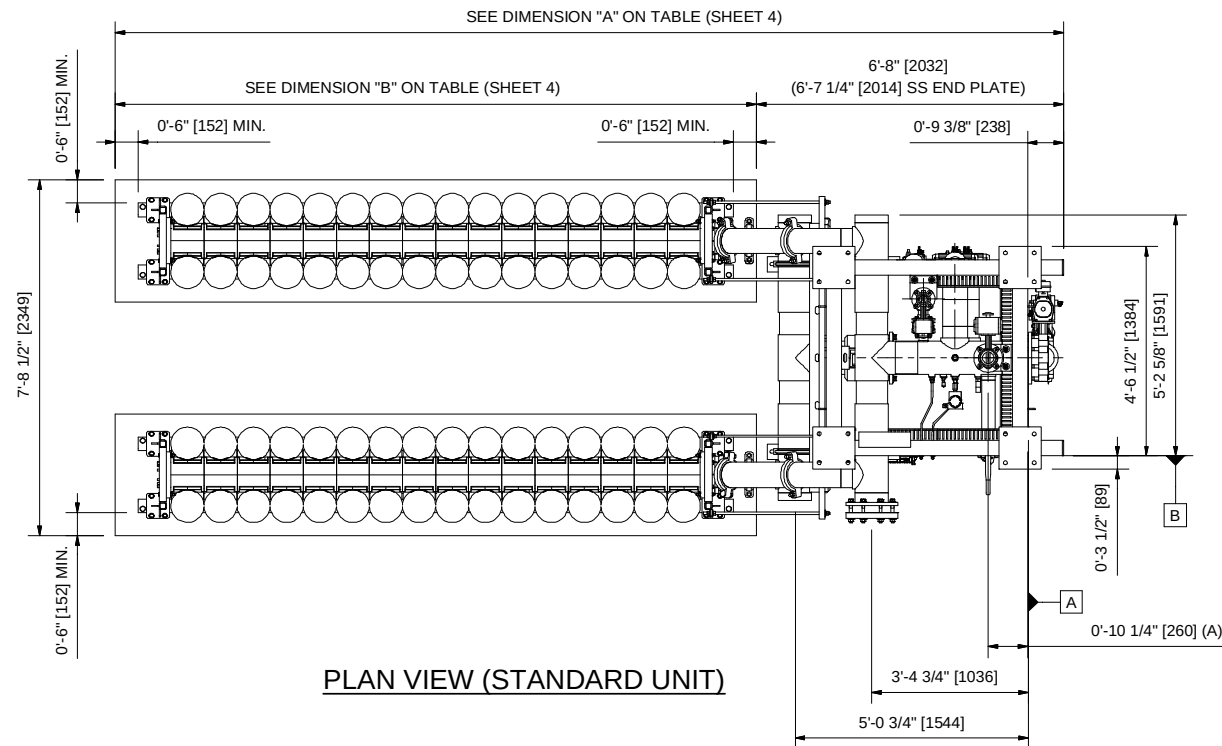
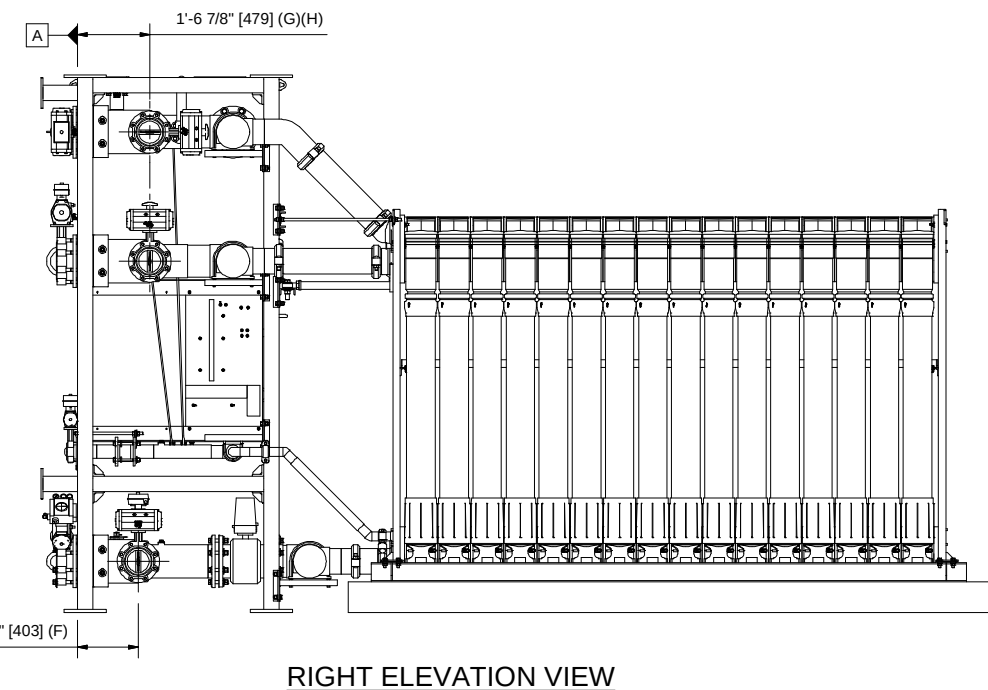
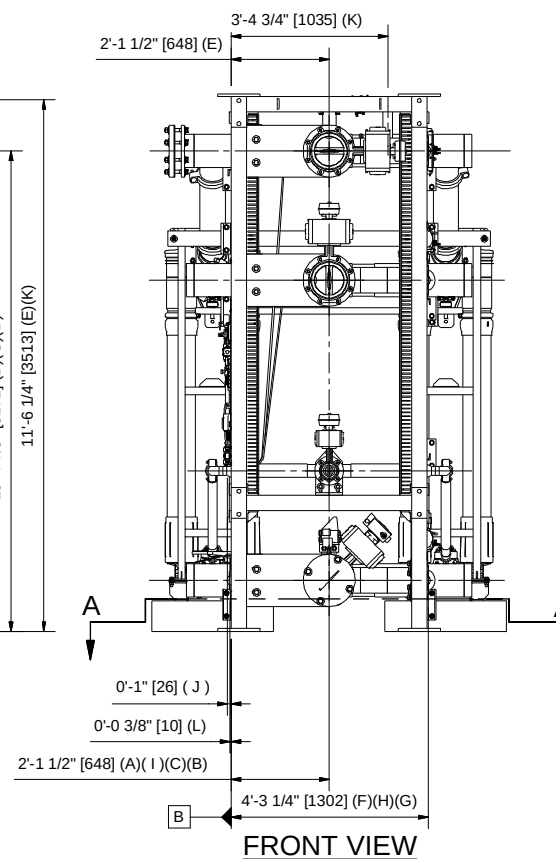
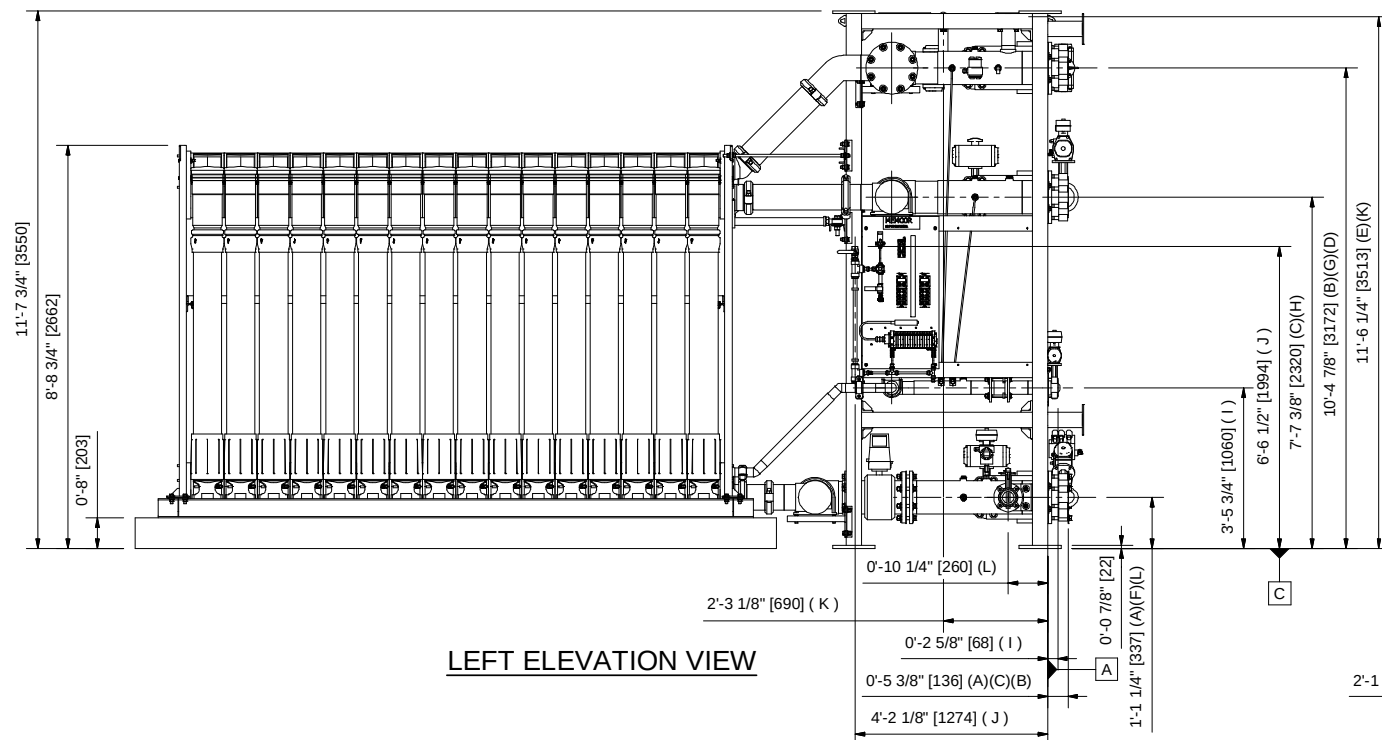


Table	
DESCRIPTION	DIMENSION
COMPRESSED MODULE ARRANGEMENT	0'-7 1/4"
EXPANDED MODULE ARRANGEMENT	1'-5 1/4"

DIMENSIONS A, B & C SAME AS STANDARD UNIT



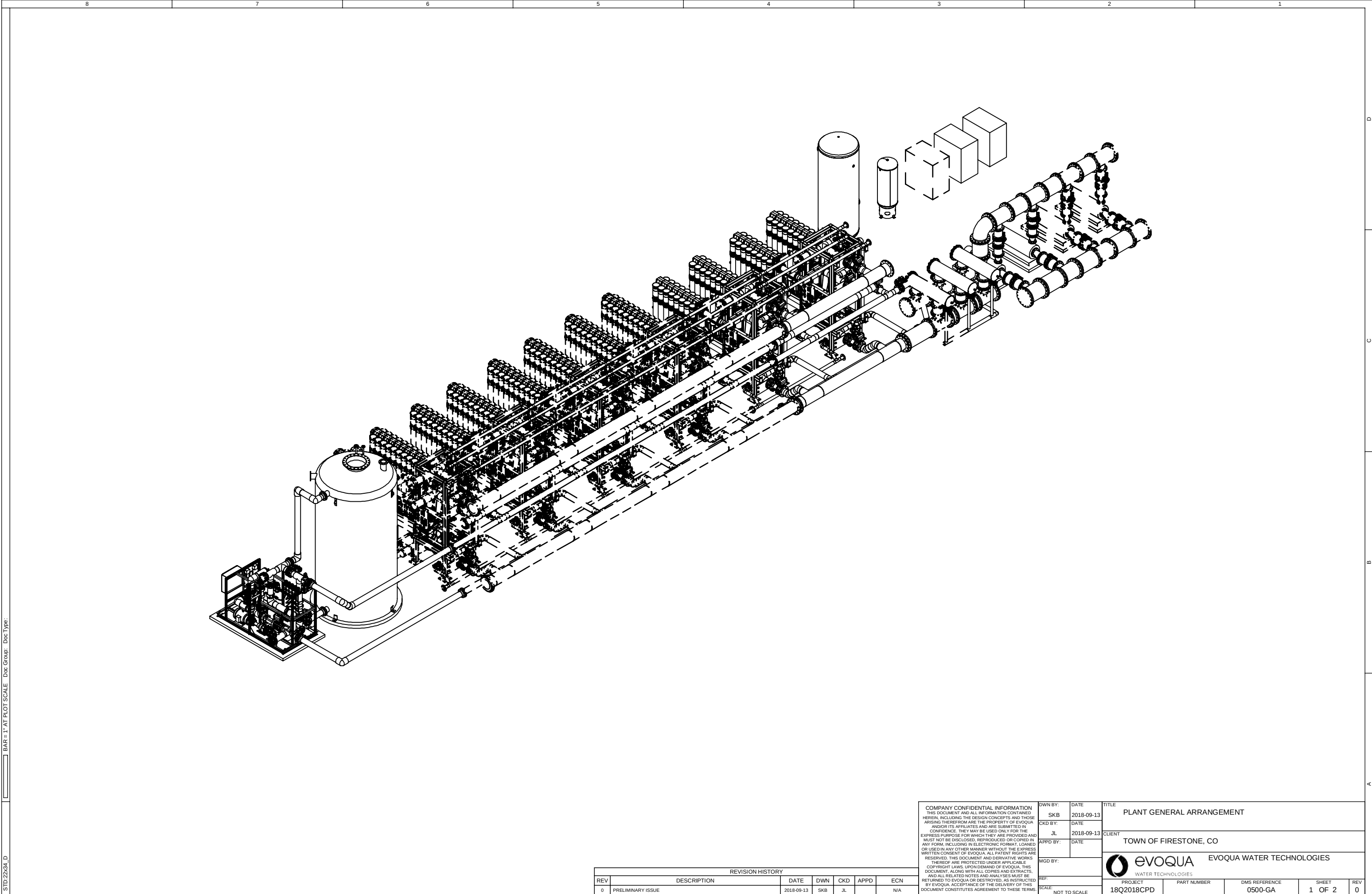
NOTES:
1. APPROXIMATE WEIGHTS:
PIPING SKID:
SHIPPING: 2,600 LBS (1,180 KG)
OPERATING: 5,100 LBS (2,315) KG

CPII MODULE RACKS (64 MODULES):
SHIPPING 7,000 LBS (3,175 KG)
OPERATING: 12,500 LBS (5,670 KG)

2. TYPICAL RACK SHOWN ON THIS DRAWING CONTAINS 32 MODULES.
FOR OTHER SIZES, SEE DIMENSIONAL TABLE ON SHEET 4

TOLERANCES	
UNLESS OTHERWISE SPECIFIED	
STANDARD LINEAR:	HDPE PIPE LINEAR:
.XX ± 0.50	.XX $\pm 1/8$
X/XX $\pm 1/2$	.XXX $\pm 1/16$
ANGULAR:	ANGULAR:
0° $\pm .50^\circ$	0° $\pm .50^\circ$

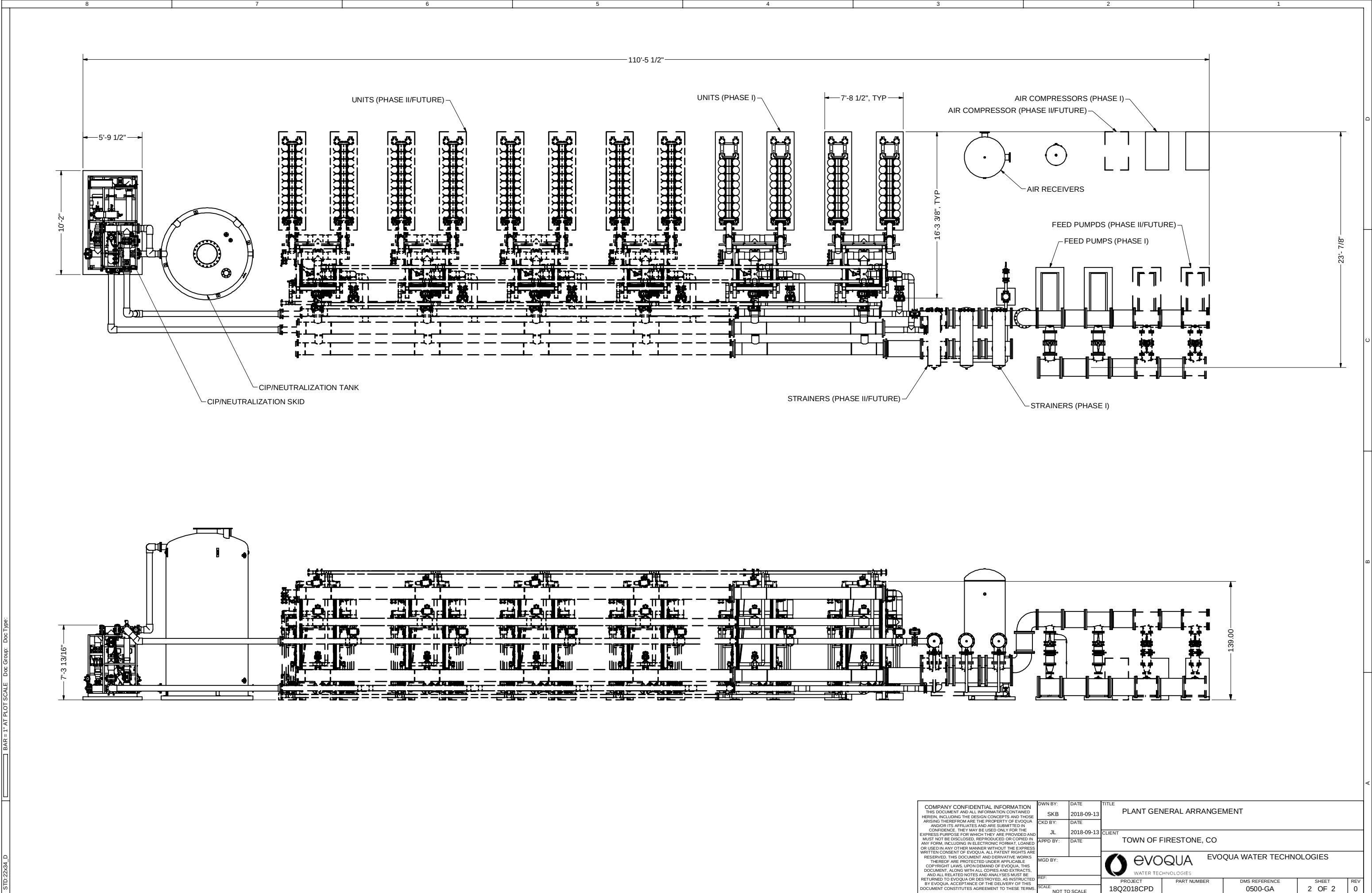
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STD-22434_D BAR = 1" AT PLOT SCALE Doc Group: Doc Type:

REVISION HISTORY						
REV	DESCRIPTION	DATE	DWN	CKD	APPD	ECN
0	PRELIMINARY ISSUE	2018-09-13	SKB	JL		N/A

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	SKB	2018-09-13				
	CKD BY:	DATE	CLIENT TOWN OF FIRESTONE, CO			
	JL	2018-09-13				
	APPD BY:	DATE	PROJECT 18Q2018CPD			
	MGD BY:		PART NUMBER	DMS REFERENCE	SHEET	REV
				0500-GA	1 OF 2	0
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Appendix D: Equipment Cut Sheets

Cut sheets for the following major components included in the proposed MEMCOR CII system have been provided in this Appendix.

- o MEMCOR L40N Membrane Filtration Module
- o MEMCOR L40N Membrane Filtration Module Housing
- o CII MemRACK Assembly
- o Pumps
- o Strainers
- o Compressors
- o Air receivers
- o Valves
- o Actuators
- o Turbidimeter
- o pH and ORP sensors and transmitter
- o Pressure sensor and transmitter
- o Flowmeter and transmitter
- o Temperature transmitter

MEMCOR® L40N MEMBRANE FILTRATION MODULE SPECIFICATION



L40N MODULE SPECIFICATIONS

Parameter	Details
Module Operating Process	Pressurized Ultrafiltration
Typical Applications	General Applications
Membrane Type	Hollow Fiber
Filtration Flow Direction	Outside to Inside
Backwash Type	Air Scour with Liquid Backwash
Membrane Material	PVDF (Polyvinylidene Fluoride)
Other Wetted Module Components	Polyurethane, Polyethylene, Polyamide, EPDM
Nominal Membrane Pore Size	0.04 µm
Nominal Membrane Area	67.0 m ² / 721 ft ²
Nominal Module Length (Overall)	1800 mm / 70.9 in
Nominal Module Diameter (Overall)	182 mm / 7.2 in
Approximate Module Mass	22 kg / 49 lb
Potable Water Approvals ^{Note i}	NSF/ANSI 61 Drinking Water System Components – Health Effects NSF/ANSI 419 Public Drinking Water Equipment Performance – Filtration



L40N MODULE OPERATING SPECIFICATIONS

Parameter	Details
Operating Temperature Range	> 0 to 40 °C / > 32 to 104 °F (Must not be exposed to freezing conditions)
Temperature Range for Transportation and Storage	Preferred range 5 to 25 °C / 41 to 77 °F Allowable range > 0 to 40 °C / > 32 to 104 °F (shipment/storage in a temperature controlled container (or reefer) at 20 °C / 68 °F recommended). Modules must not be exposed to freezing conditions and must remain moist at all times.
Typical Feed pH Range	6.0 – 9.0 pH ^{Note ii}
Allowable pH Range for Cleaning	2.0 – 10.5 pH typical
Typical Maximum Recommended Trans-Membrane Pressure (TMP) in Filtration	140 kPa / 20 psi ^{Note iii}
Maximum Allowable TMP at any time	± 150 kPa / ± 22 psi @ ≤ 30 °C / 86 °F + 120 kPa / + 17 psi to – 150 kPa / -22 psi @ > 30 °C / 86 °F
Typical chlorine concentration during cleaning (MW or CIP)	50 – 200 mg/L @ 25 °C / 50 – 200 ppm @ 77 °F ^{Note iv}
Maximum chlorine concentration during cleaning	1000 mg/L @ 25 °C / 1000 ppm @ 77 °F ^{Note iv}
Maximum exposure to chlorine in feed or during storage	< 1 mg/L average, < 5 mg/L maximum, pH > 6.0 < 1 ppm average, < 5 ppm maximum, pH > 6.0 ^{Note iv}
Maximum total chlorine exposure	1,000,000 mg.h/L @ 25 °C / 1,000,000 ppm.h @ 77 °F ^{Note iv}
Maximum exposure to chloramines in feed or during storage	< 2.5 mg/L average, < 5 mg/L maximum, pH > 6.5 < 2.5 ppm average, < 5 ppm maximum, pH > 6.5 500,000 mg.h/L / 500,000 ppm.h ^{Note iv}

Notes:

- NSF refers to NSF International formerly known as the National Sanitation Foundation. ANSI is a trademark of the American National Standards Institute.
- Exposure to chloramines is not recommended in feeds below 6.5 pH.
- Maximum recommended filtration TMP for a particular application is usually feed dependent. The actual recommended value may vary from that shown.
- Please consult Evoqua Water Technologies for additional guidance on exposure limits and for operation at different temperatures.



Evoqua Water Technologies

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The information provided in this literature contains merely general descriptions or characteristics of performance which in actual case of use do not always apply as described or which may change as a result of further development of the products. An obligation to provide the respective characteristics shall only exist if expressly agreed in the terms of the contract. Additional operating information, storage instructions and warranty terms may apply. Please contact Evoqua Water Technologies for more information.

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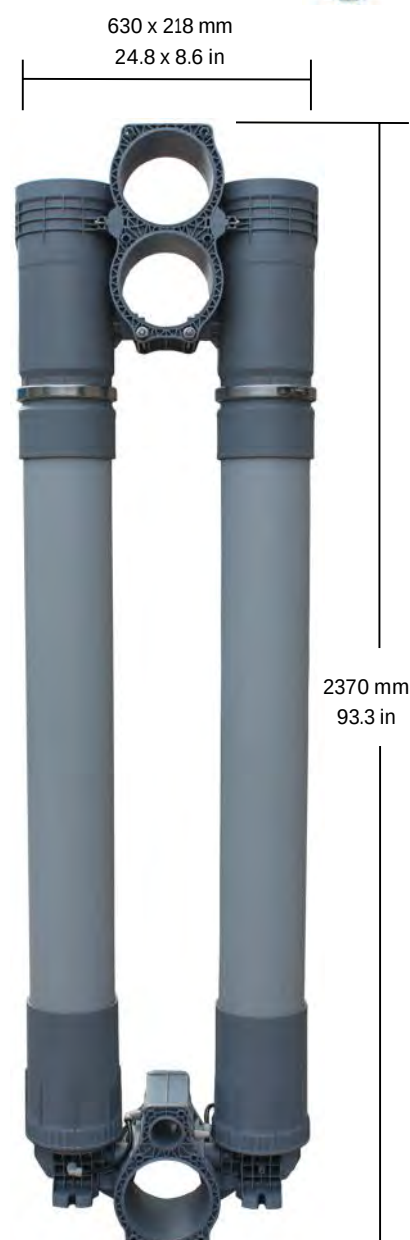
MC-L40N-MODULE-AU-PS-A4-V09_0817

MEMCOR® L40 MEMBRANE FILTRATION MODULE HOUSING SPECIFICATION



L40 MODULE HOUSING ASSEMBLY DETAILS

Parameter	Details
Module Operating Process	Pressurized Ultrafiltration
Typical Applications	Potable water, sea water and waste water filtration
Membrane Module Type	MEMCOR® L40 Hollow Fiber Membrane Filtration Modules (refer to separate specification sheets) ^{Note i}
Filtration Flow Direction	Outside to Inside
Backwash Type	Air Scour with Liquid Backwash
Materials of Construction	Glass Filled Nylon Mouldings ABS Centre Tube
Fasteners and Clamps Material	SS316 standard
Other Wetted Module Housing Components	EPDM O-Rings
Nominal Module Housing Length (Overall)	2370 mm / 93.3 in
Nominal Centre Tube Outside Diameter	188 mm / 7.4 in
Nominal External Dimensions of Assembly	630 mm W x 218 mm D / 24.8 in W x 8.6 in
Approximate Module Housing Assembly Mass	35 kg / 77 lb (Moulded parts only) 79 kg / 175 lb (with two Modules fitted)
Typical MemRACK® Assembly	L40 Module Housings assembled in up to 18 rows (containing 36 Modules) with required end connections and mounting skid (refer to separate specification sheet)



L40 MODULE HOUSING OPERATING SPECIFICATIONS

Parameter	Details
Temperature Range for Transportation and Storage (Empty Housings Only)	> 0 to 50 °C / > 32 to 122 °F (Must not be exposed to freezing conditions)
Temperature Range for Transportation and Storage (with Membrane Modules Fitted) ^{Note i}	Preferred range 5 to 25 °C / 41 to 77 °F Allowable range > 0 to 40 °C / > 32 to 104 °F (Shipment/storage in a temperature controlled container (or reefer) at 20 °C / 68 °F recommended where temperature extremes may be encountered). Modules must not be exposed to freezing conditions and must remain moist at all times.
Maximum Operating Pressure	500 kPa ≤ 30 °C / 75 psi ≤ 86 °F De-rated linearly to 400 kPa / 60 psi at 40 °C / 104 °F
Hydrostatic Test Pressure	750 kPa ≤ 30 °C / 110 psi ≤ 86 °F
Potable Water Approval ^{Note ii}	NSF/ANSI 61 Drinking Water System Components – Health Effects
Protection from ultraviolet (UV) radiation	Module Housing Assemblies should not be exposed to ultraviolet radiation (direct sunlight) during storage or operation.

Notes:

- i. When membrane filtration modules are fitted the transport, storage and operating limits of the membranes determine allowable limits of exposure. Please refer to Module specification sheets for further details.
- ii. NSF refers to NSF International formerly known as the National Sanitation Foundation. ANSI is a trademark of the American National Standards Institute.



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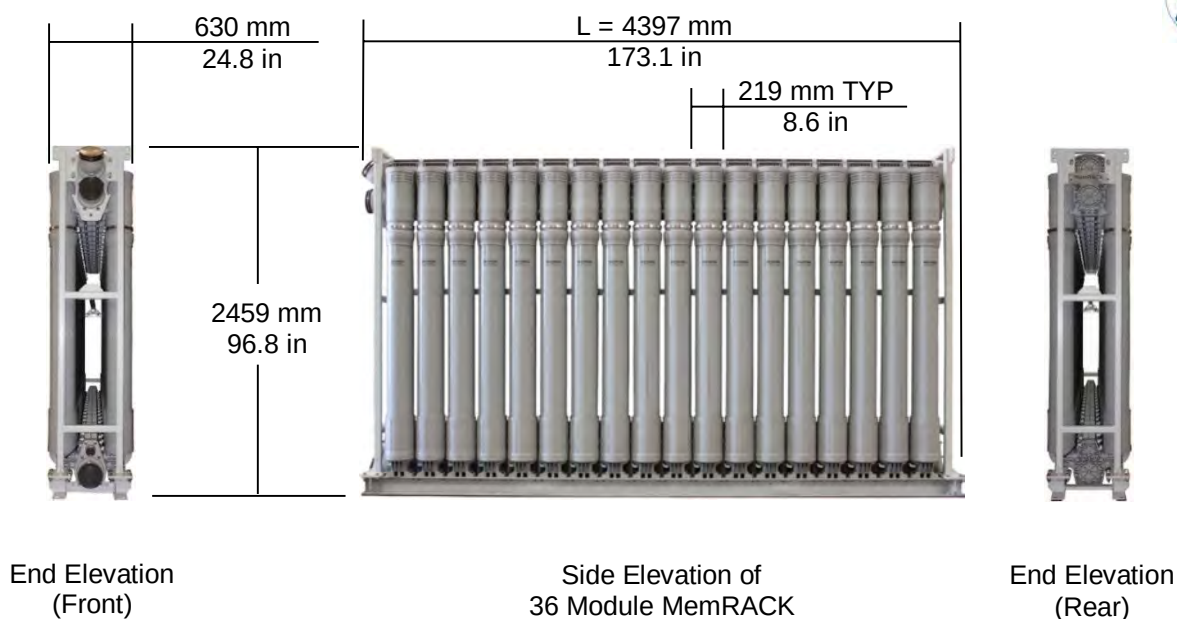
The information provided in this literature contains merely general descriptions or characteristics of performance which in actual case of use do not always apply as described or which may change as a result of further development of the products. An obligation to provide the respective characteristics shall only exist if expressly agreed in the terms of the contract. Additional operating information, storage instructions and warranty terms may apply. Please contact Evoqua Water Technologies for more information.

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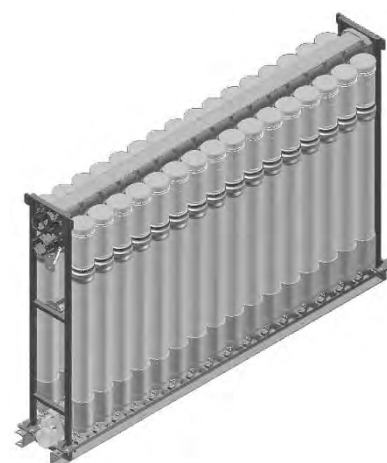
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CPII MemRACK® ASSEMBLY SPECIFICATION



CPII MemRACK SPECIFICATIONS

Parameter	Details
Module Operating Process	Pressurized Ultrafiltration
Typical Applications	Potable water, sea water and waste water filtration
Membrane Module Type	MEMCOR® L40 Hollow Fiber Membrane Filtration Modules (refer to separate specification sheets) ^{Note i}
Filtration Flow Direction	Outside to Inside
Backwash Type	Air Scour with Liquid Backwash
Number of Membrane Modules Fitted	Typically up to 36 x L40 Membrane Filtration Modules in 18 rows. ^{Note ii}
Maximum Module Array Operating Pressure ^{Note iii}	500 kPa ≤ 30 °C / 75 psi ≤ 86 °F
Hydrostatic Test Pressure ^{Note iii}	750 kPa ≤ 30 °C / 110 psi ≤ 86 °F
Potable Water Approval ^{Note iv}	NSF / ANSI 61 Drinking Water System Components – Health Effects



CPII MemRACK ASSEMBLY DETAILS

Parameter	Details			
Rack Manifold Process Connections (All manifold connections are at one end)	2 x Lower –	Feed Inlet (150 NB / 6")		
		Air Inlet (50 NB / 2")		
	2 x Upper –	Feed Return/Vent (150 NB / 6")		
		Filtrate (150 NB / 6")		
Process Connection Termination Points (Typical)	Grooved Nylon pipe ends for Standard Style 75 or 77 Victaulic couplings. Type 75 couplings recommended. (Couplings and coupling fasteners not supplied).			
Support Frame	Mild Steel, APO Grey gloss finish to Evoqua/ Memcor standard specifications for general industrial use.			
Nominal Assembly Width	630 mm / 24.8 in			
Nominal Assembly Height (Support frame overall)	2459 mm / 96.8 in			
Nominal Skid Assembly Lengths (Overall length across support frame to filtrate coupling. A longer support skid can facilitate future Module Array expansion.)	16 to 20 Module Array	2647 mm / 104.2 in		
	20 to 24 Module Array	3085 mm / 121.5 in		
	24 to 28 Module Array	3522 mm / 138.7 in		
	28 to 32 Module Array	3959 mm / 155.9 in		
	32 to 36 Module Array	4397 mm / 173.1 in		
Approximate Skid Assembly Masses (for skids fitted with the full complement of Module Housings) [Masses of assemblies with Module expansion capacity available on request.]		Without Modules	With Modules	Operating
	20 Module Skid (kg/lb)	595/1310	1035/2280	1890/4170
	24 Module Skid (kg/lb)	690/1520	1215/2680	2240/4940
	28 Module Skid (kg/lb)	775/1710	1390/3060	2580/5690
	32 Module Skid (kg/lb)	870/1920	1570/3460	2930/6460
	36 Module Skid (kg/lb)	955/2110	1745/3850	3290/7250
Module Housing Materials	Glass Filled Nylon Mouldings, ABS Centre Tubes, SS316 fasteners and clamps, EPDM O-rings			
Rack Process Connections	Glass Filled Nylon Mouldings			
Tie Rod Material	SS316 tie rods, nuts and washers			
Temperature Range for Transportation and Storage (Empty Housings Only)	> 0 to 50 °C / > 32 to 122 °F ^{Note i} (Must not be exposed to freezing conditions)			
Protection from ultraviolet (UV) radiation	Module Arrays should not be exposed to ultraviolet radiation (direct sunlight) during storage or operation.			

Notes:

- If Membrane Filtration Modules are fitted in the Module Housings of the Rack Assembly, the transport, storage and operating limits of the membranes determine allowable limits of exposure. Please refer to the relevant Module specification sheet for further details.
- Different MemRACK Module Array sizes, some with expansion capacity also available on request. Please refer to the L40 Module Housing Specification for additional information regarding the Module Housings.
- Please consult Evoqua Water Technologies for additional guidance on pressure limits at higher temperatures.
- NSF refers to NSF International formerly known as the National Sanitation Foundation. ANSI is a trademark of the American National Standards Institute.



Evoqua Water Technologies

MEMCOR is a registered trademark of Evoqua, its subsidiaries or affiliates, in some countries.

The information provided in this literature contains merely general descriptions or characteristics of performance which in actual case of use do not always apply as described or which may change as a result of further development of the products. An obligation to provide the respective characteristics shall only exist if expressly agreed in the terms of the contract. Additional operating information, storage instructions and warranty terms may apply. Please contact Evoqua Water Technologies for more information.

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MC-CPII-RACKASSY-AU-PS-A4-V10_0817

Appendix F: MEMCOR Pressure Installation List

Please find in this Appendix a list of MEMCOR pressure systems installed since 2008.

PROJECT NAME	START UP DATE	LOCATION	NUMBER OF UNITS	BASE UNIT MODEL	CAPACITY (MGD)	PRODUCT LINE	APPLICATION	FEED SOURCE
Yeshiva Kehilath Yakov WWTP	2008 Apr 01	Ossining,NY	2	9L10V	0.16	XP, Municipal	Wastewater Discharge	Secondary Effluent
Eldorado Springs	2008 Aug 01	Eldorado Springs,CO	1	12L10V	0.16	XP, Municipal	Potable Water	Ground Water
Fargo Reuse	2008 Aug 07	Fargo,ND	3	120L20N	2.43	CP, Municipal	Wastewater Reuse	Secondary Effluent
Sky L'Onda Mutual Water	2008 Aug 14	Woodside,CA	1	6L10N	0.07	XP, Municipal	Potable Water	Surface Water
Lake Charter Township	2008 Dec 22	Bridgeman,MI	3	84L20N	2	CP, Municipal	Potable Water	Surface Water
Mashantucket Pequot Water Authority	2008 Jul 23	Ledyard,CT	2	112L10V	1.8	XP, Municipal	Potable Water	Ground Water
Lookout Mountain WD	2008 Jun 13	Golden,CO	3	24L10V	0.68	XP, Municipal	Potable Water	Surface Water
Wagoner County	2008 Jun 30	Wagoner,OK	2	24L10N	0.25	XP, Municipal	Potable Water	Surface Water
Town of Yorktown	2008 Nov 01	Yorktown Heights,NY	6	114L20N	15	CP, Municipal	Wastewater Discharge	Tertiary Effluent
Society Hill	2009 Apr 06	Cross River,NY	2	6L10V	0.13	XP, Municipal	Wastewater Discharge	Secondary Effluent
Putnam Nursing and Rehab Center	2009 Apr 06	Holmes,NY	2	9L10V	0.15	XP, Municipal	Wastewater Discharge	Secondary Effluent
Junction WTP	2009 Aug 20	Junction,TX	2	91L10V	2	XP, Municipal	Potable Water	Ground Water
Georges Fischer WWTP	2009 Dec 03	Carmel,NY	2	6L10V	0.03	XP, Municipal	Wastewater Reuse	Secondary Effluent
Holly Stream WWTP	2009 Dec 21	Brewster,NY	2	9L10V	0.15	XP, Municipal	Wastewater Discharge	Surface Water
Sourdough Home Association	2009 Dec 31	Sandpoint,ID	2	6L10V	0.09	XP, Municipal	Potable Water	Ground Water
Madisonburg Water Works	2009 Feb 24	Madisonburg,PA	1	3L10V	0.02	XP, Municipal	Potable Water	Ground Water
Edinburg WTP Expansion	2009 Jan 01	Edinburg,VA	1	12L10V	0.18	XP, Municipal	Potable Water	Ground Water
Blackberry Hill WWTP	2009 Jun 10	Brewster,NY	3	12L10N	0.13	XP, Municipal	Wastewater Reuse	Secondary Effluent
South Milwaukee	2009 Mar 02	South Milwaukee,WI	6	102L20N	6	CP, Municipal	Potable Water	Surface Water
Bear Valley Water Authority #2	2009 May 15	St. Thomas,PA	2	96L10N	1.92	XP, Municipal	Potable Water	Surface Water
Scottsdale CAP (WTP Expansion Phase 4)	2009 Nov 01	Scottsdale,AZ	5	324L20N	20	CP, Municipal	Potable Water	Surface Water
Hill Sparrow	2009 Nov 24	Carmel,NY	3	12L10V	0.4	XP, Municipal	Wastewater Discharge	Secondary Effluent
Ameren, Coffeen	2009 Oct 01	Coffeen,IL	4	24L10N	0.58	XP, Municipal	Potable Water	Surface Water
Deadhorse	2009 Sep 01	Deadhorse,AK	2	24L10V	0.22	XP, Municipal	Wastewater Reuse	Secondary Effluent
Ahsahka	2010 Apr 01	Ahsahka,ID	1	12L10V	0.1	XP, Municipal	Potable Water	Surface Water
Big Basin Redwoods State Park	2010 Apr 08	Boulder Creek,CA	1	12L10V	0.16	XP, Municipal	Potable Water	Surface Water
McConnellsburg	2010 Aug 02	McConnellsburg,PA	5	18L10V	0.43	XP, Municipal	Potable Water	Ground Water
Dixon, Town of	2010 Aug 13	Dixon,WY	1	24L10V	0.2	XP, Municipal	Potable Water	Surface Water
Flint's Pond WTP	2010 Feb 25	Lincoln,MA	5	48L10V	1.6	XP, Municipal	Potable Water	Surface Water
Maple Hills WWTP	2010 Jan 12	Mahopac,NY	2	6L10V	0.07	XP, Municipal	Wastewater Discharge	Secondary Effluent
Cherokee County RWD 3	2010 Jul 01	Tahlequah,OK	2	24L10N	0.3	XP, Municipal	Potable Water	Surface Water
Fahrney Keedy Village	2010 Jul 02	Boonsboro,MD	2	9L10V	0.05	XP, Municipal	Potable Water	Ground Water
Point Beach NPP	2010 Jul 28	Two Rivers,WI	3	48L10N	0.65	XP, Municipal	Process Water	Surface Water

PROJECT NAME	START UP DATE	LOCATION	NUMBER OF UNITS	BASE UNIT MODEL	CAPACITY (MGD)	PRODUCT LINE	APPLICATION	FEED SOURCE
Isle Royale National Park	2010 Jun 25	Houghton,MI	1	9L10V	0.06	XP, Municipal	Wastewater Reuse	Secondary Effluent
Davenport	2010 Nov 11	Davenport,CA	1	18L10V	0.1	XP, Municipal	Potable Water	Surface Water
Fox Run, Patterson	2010 Oct 01	Rhinebeck,NY	2	24L10V	0.13	XP, Municipal	Wastewater Discharge	Secondary Effluent
Camp Re	2010 Oct 15	Patterson,NY	2	12L10V	0.23	XP, Municipal	Wastewater Reuse	Secondary Effluent
Sheridan VA Center	2010 Oct 25	Sheridan,WY	4	24L10V	0.6	XP, Municipal	Potable Water	Surface Water
Lassen Volcanic National Park	2011 Apr 15	Mineral,CA	2	12L10N	0.13	XP, Municipal	Potable Water	Surface Water
Lewisboro Wild Oaks (MEMCARE)	2011 Aug 01	Golden Bridge,NY	3	9L10V	0.3	XP, Municipal	Potable Water	Surface Water
Benton Township	2011 Aug 19	Benton Harbor,MI	3	120L20N	3	CP, Municipal	Potable Water	Surface Water
Omer WTP	2011 Dec 15	Omer,MI	1	9L10V	0.06	XP, Municipal	Potable Water	Surface Water
Carmel No 7 Mahopac	2011 Dec 15	Mahopac,NY	2	24L10V	0.1	XP, Municipal	Wastewater Reuse	Secondary Effluent
Stockton DWSP WTP	2011 Dec 30	Lodi,CA	10	204L20N	30	CP, Municipal	Potable Water	Surface Water
East Chicago Water Department	2011 Dec 31	East Chicago,IN	6	240L20N	17.3	CP, Municipal	Potable Water	Surface Water
Indian Hills	2011 Dec 31	Indian Hills,CO	1	6L10N	0.06	XP, Municipal	Potable Water	Surface Water
Georgetown, CO	2011 Feb 15	Georgetown,CO	1	42L10V	0.5	XP, Municipal	Potable Water	Surface Water
Grindstone Creek Rancheria WTP	2011 Jan 20	Elk Creek,CA	1	12L10V	0.09	XP, Municipal	Potable Water	Surface Water
Norwood	2011 Jul 01	Norwood,CO	1	42L10V	0.5	XP, Municipal	Potable Water	Surface Water
Camp Rilea	2011 Jul 22	Warrenton,OR	1	24L10V	0.09	XP, Municipal	Unknown	Surface Water
Navajo Dam Pine WTP	2011 Jul 26	Navajo Dam,NM	1	18L10V	0.1	XP, Municipal	Potable Water	Surface Water
Beaver Dam Lake Water Corporation	2011 Jul 28	New Windsor,NY	1	9L10V	0.09	XP, Municipal	Potable Water	Ground Water
Millersview WTP	2011 Jun 09	Millersview,TX	3	72L10N	1.53	XP, Municipal	Potable Water	Surface Water
Broken Bow	2011 Jun 30	Broken Bow,OK	2	72L20N	2	CP, Municipal	Potable Water	Surface Water
Russian Gulch State Park	2011 May 01	Mendocino,CA	1	6L10V	0.04	XP, Municipal	Potable Water	Surface Water
S-F Boy Scout Ranch	2011 May 27	Knob Lick,MO	2	24L10V	0.22	XP, Municipal	Potable Water	Surface Water
Keystone, Mt. Rushmore WTP	2011 Nov 09	Keystone,SD	1	24L10V	0.14	XP, Municipal	Potable Water	Surface Water
Castlewood WandSA, Seven Springs WTP #2	2011 Oct 01	St. Paul,VA	1	12L10V	0.14	XP, Municipal	Potable Water	Ground Water
Upper Sandusky	2011 Oct 14	Upper Sandusky,OH	3	120L20N	3	CP, Municipal	Potable Water	Surface Water
Friant (Millerton Lake)	2011 Sep 14	Friant,CA	1	12L10V	0.09	XP, Municipal	Potable Water	Surface Water
Airway Heights, WA	2012 Apr 12	Airway Heights,WA	4	120L20N	3.89	CP, Municipal	Potable Water	Surface Water
Sayreville, Bordenton Avenue WTP	2012 Aug 06	Sayreville,NJ	4	240L20V	7	CP, Municipal	Potable Water	Surface Water
Tuscumbia	2012 Dec 06	Tuscumbia,AL	4	96L20V	3.13	CP, Municipal	Potable Water	Surface Water
Lake Alan Henry WTP	2012 Dec 30	Lubbock,TX	6	192L20N	15	CP, Municipal	Potable Water	Surface Water
Scottsdale AWTF (Water Campus)	2012 Jan 16	Scottsdale,AZ	11	222L20N	23.6	CP, Municipal	Wastewater Reuse	Secondary Effluent
Provincetown, Knowles Crossing	2012 May 01	Truro,MA	3	42L20V	1.2	CP, Municipal	Potable Water	Surface Water
Saganing WTP	2012 May 25	Standish,MI	2	18L10V	0.15	XP, Municipal	Potable Water	Surface Water
Birdsboro WTP	2012 Oct 29	Birdsboro,PA	4	42L20N	1	CP, Municipal	Potable Water	Surface Water
Mariposa	2012 Sep 10	Mariposa,CA	2	36L20N	1	CP, Municipal	Potable Water	Surface Water
Midlothian WTP No. 2	2013 Aug 01	Midlothian,TX	4	120L20N	6	CP, Municipal	Potable Water	Surface Water
Newburgh	2013 Aug 01	Newburgh,NY	5	96L20V	6	CP, Municipal	Potable Water	Surface Water
Erie, Town of, Plant 1, Retrofit	2013 Jul 01	Erie,CO	6	90L10N	5.4	XP, Municipal	Potable Water	Ground Water
Joines Road WTP	2013 Mar 01	Brownsville,TX	5	36L20N	2.4	CP, Municipal	Potable Water	Ground Water
Osage	2013 May 06	Osage,OK	2	24L10N	0.22	XP, Municipal	Potable Water	Surface Water
Fairfield WTP	2013 Nov 01	Fairfield,IL	3	120L20N	3	CP, Municipal	Potable Water	Surface Water
Bay Area WTP	2015 Jul 01	Bay City,MI	8	240L20N	17.4	CP, Municipal	Potable Water	Surface Water

PROJECT NAME	START UP DATE	LOCATION	NUMBER OF UNITS	BASE UNIT MODEL	CAPACITY (MGD)	PRODUCT LINE	APPLICATION	FEED SOURCE
Wheeling	2015 Mar 01	Wheeling,WV	5	240L20N	12	CP, Municipal	Potable Water	Surface Water
Rocky Gap State Park WTP	2015 Nov 01	Flintstone,MD	2	18L40N	0.36	CPH, Municipal	Potable Water	Surface Water
Onslow Water and Sewer Authority	2015 Nov 01	Jacksonville,NC	1	120L20N	0	CP, Municipal	Wastewater Reuse	Tertiary Effluent
Las Rusias WTP	2016 Jan 01	Las Rusias,TX	5	42L20N	2.4	CP, Municipal	Potable Water	Surface Water
Joint Base Lewis McChord(JBLM)	2016 Oct 12	Tacoma,WA	7	128L40N	4.52	CPH, Municipal	Wastewater Reuse	Secondary Effluent
North Central Texas Municipal Water Authority	2017 April 08	Seymour,TX	3	96L20N	4	CP, Municipal	Potable Water	Surface Water

Appendix G: Clarifications and Exceptions

Evoqua's offer is based on using the Request for Proposals for Town of Firestone Water Treatment Plant Membrane System Procurement dated September 2018 as amended via Addenda No. 1, with the modification shown below. If these changes are unacceptable, we will be glad to negotiate further in order to reach a mutually agreeable compromise. These terms and conditions as negotiated and agreed shall become part of any contract resulting from this proposal. Evoqua reserves the right to review all such Terms and Conditions of Sale with you and update its proposal.

Commercial Items

AGREEMENT (EJCDC P-520)

Article 2 – The Project

Add to the end of 2.01.B.1 "Seller's proposal contains a complete and detailed description of the Work to be performed by Seller."

Article 5 – Contract Times

Regarding 5.01.A., following September 12, 2019 add "provided Seller receives the Notice to Proceed [TO BE ADDED ONCE AWARDED] prior to this date." Regarding 5.01.B., following July 1, 2020 add " provided Seller receives complete Shop Drawing approval and release for fabrication within [TO BE ADDED ONCE AWARDED] prior to this date." Regarding 5.03, replace Paragraph 5.02 with "Paragraph 5.01.B." Add to the end "The remedy herein for delayed delivery is to be Buyer's sole and exclusive remedy. In no event with liquidated damages exceed 20% of the contract price."

Article 7 – Payment Procedures

Add to the end of 7.03.A and have it read as follows "Payment in full not to exceed 120 days from delivery of equipment provided Seller has fulfilled its contractual obligations."

Article 10 – Contract Documents

Regarding 10.01.A.10.c, replace this with "Seller's Proposal (pages ____ to ____)."

Article 11 – Miscellaneous

Modify 11.06.A to read as follows "NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND EACH PARTY'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE SALE PRICE OF THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY."

GENERAL CONDITIONS FOR PROCURMENET CONTRACTS (P-700)

Article 3 – Contract Documents; Intent and Amending

Replace 3.01.B with "B. Any labor, documentation, services, materials, or equipment expressly stated in the Contract Documents as being required of Seller shall be deemed included in the Contract Price." Regarding 3.02.A., delete whether such reference be specific or by implication.

Article 4 – Bonds and Insurance

Replace 4.01.A in its entirety with the following "A. Seller shall furnish performance and payment bonds, each in an amount equal to the Contract Price, to Buyer. The bonds shall be delivered in accordance with Paragraph 2.01. The payment bond shall remain in effect until final delivery and the performance bond shall remain in effect for one year after the start of the warranty except as provided otherwise by Laws or Regulations."

Article 5 – Seller's Responsibilities

Replace 5.08.B with the following "B. Seller warrants that all Goods and Special Services will conform to the express requirements of the Contract Documents and be free from defects in material and workmanship. The Seller warrants the Goods, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Goods or (ii) twelve (12) months from initial operation of the Goods (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Any claim for breach of these warranties must be promptly notified in writing, and Buyer shall make a reasonable effort to make the defective Goods available to the Seller without jeopardizing the operation or production of the Buyer's facility, or the claim will be void."

Add new paragraph 5.08.C.5 which reads "improper handling, storage, installation, or commissioning of the Equipment by Buyer or third parties; repairs or alterations made by Buyer without Seller's written consent, or influent water which does not comply with agreed parameters."

Replace the first sentence of 5.08.D. with the following "D. Seller shall furnish the Goods and Special Services in accordance with the Contract Documents."

Replace 5.08.E with the following "E. Buyer shall within Warranty Period, notify Seller of any breach of Seller's warranties or guarantees. If Buyer provides such written notice within the Warranty Period, Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the parts or Goods that are the subject of the claimed breach or refund the purchase price therefore, if Seller determines that any claimed breach is not covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. If Buyer receives notice of a suit or claim. If seller fails to defend such suit or claim, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit. The warranties contained herein are conditioned upon the Buyer not being in material default of any obligation to Seller."

Add new Paragraph 5.08.G. which reads "G. THE WARRANTIES SET FORTH IN ARTICLE 5.08 OF THE STANDARD GENERAL CONDITIONS, IN SELLER'S MEMBRANE MODULE WARRANTY, AND IN SELLER'S PERFORMANCE GUARANTEE ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."

Replace 5.09.A in its entirety with the following "A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer from any and all claims, costs, losses, and demands or judgments for damages for claims (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) to the extent caused by a negligent act or omission by Seller, or its officers, directors, employees, agents, contractors or subcontractors, provided that any such claim, cost, loss, or damage;

1. is suffered by a third party and is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property of third parties (other than the Goods or Special Services themselves); and

2. shall be subject to indemnification hereunder only to the extent it is caused by any negligent act or omission of Seller or its officers, directors, employees, agents, contractors or subcontractors."

Add new paragraph 5.09.D which reads "D. Seller's indemnification is subject to the limitations set forth in the General Conditions and conditioned upon Buyer (i) promptly notifying Seller of any claimed breach within the Warranty Period, as defined in Article 5.08B., and (ii) providing reasonable cooperation in the defense of any claim, and (iii) Seller having sole authority to direct the defense of and settle any indemnified claim."

Article 6 – Shipping and Delivery

Replace Paragraph 6.02A. in its entirety with the following "A. Unless otherwise specified in the Contract, Seller shall deliver all Equipment to Buyer F.O.B. the Point of Destination. The time for delivery of the Equipment to Buyer shall be specified in the Contract. Seller's sole liability for any delay in delivery of the Equipment shall be as expressly set out in the Contract. The place of delivery specified herein shall be firm and fixed, provided that Buyer may notify Seller no later than 45 days prior to the scheduled shipment date of the Equipment of an

alternate point of delivery. Provided the parties agree to a change order to take into account any additional cost or delay incurred by Seller in implementing this change, the alternate place of delivery shall become the agreed place of delivery for all purposes under the Contract."

Replace Paragraph 6.02.E. in its entirety with the following "E. Partial deliveries of the equipment will be allowed."

Replace Paragraph 6.03.A. in its entirety with the following "A. Risk of loss and insurable interests transfer from Seller to Buyer upon delivery of the Goods to the Buyer's Point of Destination."

Article 8 – Buyer's Rights

Please delete 8.03.A. in its entirety as the warranty Period and Buyer's exclusive remedies are addressed in article 5.08

Article 10 - Payment

Replace Paragraph 10.02.A.1. in its entirety with the following "1. Engineer's recommendation of payment requested in Applications for Payment for Shop Drawings will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data that the Shop Drawings have been reviewed as required by the Contract Documents and Seller is entitled to payment of the amount recommended."

Article 11 – Cancellation, Suspension , and Termination

Add a new paragraph after Paragraph 11.01.A.2, which reads "3. Seller shall be entitled to a reasonable allowance for overhead and profit with respect to all work on the Project completed in accordance with the Contract Documents prior to cancellation by the Buyer pursuant to this Paragraph 11.01."

Replace 11.04.B.1.c. in its entirety with the following "c. Seller's failure to fulfill its repair, replacement or re-performance obligations under Article 8.03B. relating to Seller's delivery or furnishing of non-conforming Goods or Special Services".

Replace 11.04.B.2. in its entirety with the following "2. Subject to Seller's failure to cure its breach of the Agreement pursuant to Section 11.04B.2.a, Buyer may terminate the Agreement for cause by declaring a breach should Seller fail to comply with any material provision of the Contract Documents."

Article 12 – Licenses and Fees

Replace 12.01.A. in its entirety with the following "A. Buyer and Engineer shall keep confidential all information of Seller identified by Seller as confidential which they may receive and/or become aware of in connection with Seller's provision of the Goods and/or Special Services, except where State or Federal Laws require dissemination. Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Buyer's design, Buyer retains all intellectual property rights in such design excluding Seller's proprietary intellectual property and any improvements to Seller's proprietary intellectual property which shall be and remain the sole and exclusive property of Seller."

Add new paragraphs after Paragraph 12.01.B. which read:

"C. Seller grants Buyer a non-exclusive royalty free license to use any process or apparatus claimed in any patent owned by Seller but only to the extent that this license is required by Buyer to build and operate the Goods described in this contract using membranes supplied by Seller. All other rights are reserved."

"D. Any software Seller owns and provides pursuant to this Contract shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable royalty free project-specific license to such software for the term of this Contract. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate, and the software shall be returned to Seller upon termination of this Contract, or the material breach of the terms in this section."

"E. Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Contract. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Contract."

Buyer acknowledges that Seller is in the business of selling the Equipment subject to this Contract and agrees that it will not file patent applications on the Equipment, or processes and methods of using the Equipment, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its other Buyers based upon purchase and use of such Equipment."

Replace Paragraph 12.02A. in its entirety with the following:

"A. Seller shall release, hold harmless, indemnify and defend Buyer from and against all judgments, decrees and reasonable costs from any apparatus claims of U.S. patents issues at the time of this order, provided such infringement is based exclusively on products designed and manufactured by Seller. In satisfaction of such obligation, Seller may, at its option and expense, (a) modify or replace all of the infringing part of the Equipment so that it no longer infringes, (b) procure for the Buyer the right to continue using the Equipment, or (c) remove the Equipment and refund the purchase price of the infringing Equipment to the Buyer. Seller's infringement indemnification period shall be limited to 24 months following equipment delivery."

Delete Paragraph 12.02B. in its entirety.

Delete Paragraphs 12.02.C.1. and 2. in their entirety.

Delete Paragraph 12.02.D. and refer to 12.02.A.

Article 15 – LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

SUPPLEMENTARY CONDITIONS FOR PROCUREMENT CONTRACTS (P-800)

SC – 2.04 Commencement of Contract Times, Notice to Proceed

Regarding Day 51 and 61, it is agreed that Seller will return the signed agreement once the parties are in complete acceptance of the terms of the Agreement.

SC – 4.02 Insurance

Notwithstanding anything to the contrary, Seller will provide a certificate showing the limits required along with any endorsements. Seller will not provide a copy of its insurance policy.

SC – 10.01 Applications for Progress Payments

Add item 10 and have it read as follows "Payment in full not to exceed 120 days from delivery of equipment provided Seller has fulfilled its contractual obligations."

Technical Items

ARTICLE, SECTION	COMMENT / PROPOSED MODIFICATION
Addendum 1. Project Manual. C.1.p and q	The comments in the Addendum are referenced towards the section on pH/ORP sensors, however, we believe that the clarification should be directed towards the flow sensor/transmitter requirements in 11500-2.13.E and F, and we have applied them as such.
01270 Schedule of Values- 1.2.B.9	Evoqua is providing an Allen Bradley HMI Panelview Plus 7 as specified in Section 11500- 2.14.C.2.c

01330- Submittals	The submittals for the membrane system will include the information described in Section 11500- Filtration System Package 1.9 Submittals
Section 01600. 1.6 Product Delivery, Storage, and Handling	While Evoqua has selected premium quality equipment, has identified the optimal transportation methods for our membrane system, and worked with suppliers to ensure that they also use secure and organized transportation methods, Evoqua representatives will not be on-site to supervise the unloading or storage of equipment on site.
11500-2.6.G- CIP Circulation Strainers	The Evoqua system does not require CIP circulation strainers because it uses filtrate water for the maintenance washes and CIPs. As a result, there are no solids in the water that a strainer would remove.
11500- 2.4. Feed Flush BW/Reverse Flow	The Evoqua system does not require feed flush/backwash/reverse flow pumps or tanks.
11500-2.8.E Blowers	The Evoqua system does not require blowers.
1150-2.12 Spare Parts	Please refer to the Scope of Supply section of this proposal for all spare parts included in Evoqua's offering. No additional spare parts have been included, as the requirement as written is rather vague. If selected, Evoqua looks forward to working with the Town of Firestone and FEI Engineers to help determine what spares should be kept on hand. Also note, Evoqua is providing the 12 month Mechanical Warranty as required by the Project Manual that would cover any replacements needed during this timeframe.

P-900 - ADDENDUM
Addendum No. 1

Date: September 7, 2018

Issued To: Plan Holders

From: FEI Engineers, Inc.

Project: St. Vrain (Firestone) Water Treatment Plant – Membrane Procurement

This Addendum forms a part of the Contract for the project above. The original Contract Documents and any prior Addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below, by noting this Addendum on his Bid Form and attaching this Addendum acknowledgment page to his Bid.

The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

BIDDER

Evoqua Water Technologies

Firm's Name

By:

Signature

Malcolm B. Kinnaird

Print Name

September 12, 2018

Date

President, Municipal Segment

Title

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b.

Discussion/Action

Meeting Date: January 23, 2019

Initiated By: Jennifer Weinberger

Dept: Public Works/ Parks & Rec

AGENDA TITLE

Consideration for Approval of Anfeald Contract

SUMMARY

The Town engaged Anfeald to perform an Occupational Health and Safety assessment of the Public Works department, which began August of 2018. Anfeald interviewed, observed and assessed the Public Works department providing to the Town a report detailing the findings, and identifying the gaps we have in this department.

As a result of some of the findings the Town also engaged on October 24, 2018, Front Range Compliance, on DOT findings in which the Town worked to close those particular gaps.

The Town asked Anfeald to put together a proposal to fix the issues found, as well as create process and procedures so that we do not find ourselves in this position again. We have clear and concise protocols and also our team will have training, not only in areas of each of their roles, but also training on safety and procedures to move forward with Town business.

This contract is for January 24, 2019, with a timeline and tasks for completion that will end on December 31, 2019. There will be quarterly Board updates on progress and task completion, with a final report for the Board.

This contract is for an amount not to exceed \$110,000.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees engaged Anfeald for work to begin August of 2018 on the Occupational Health and Safety Assessment.

RECOMMENDATION

Staff recommends we engage Anfeald to perform professional contract services.

"I move to approve the contract between the Town of Firestone and Anfeald for professional services for an amount not to exceed \$110,000 and to be effective January 24, 2019."

ALTERNATIVES

The Board can give staff further direction.

ATTACHMENTS

1. 8b - Anfeald Contract
2. 8b - Timeline Estimate

FINANCIAL CONSIDERATIONS

This was not budgeted for in the 2019 adopted budget. Staff is recommending that we utilize funding from the Overlay and Chip Seal line item. This line item was funded for \$725,000 in 2019. The Town has historically spent \$400,000 or less on overlay and chip seal each year, over the last few years, and the need to mitigate the issues at Public Works is great.

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND ANFEALD
FOR CONSULTING SERVICES**

1.0 PARTIES

The parties to this Consulting Services Agreement (“Agreement”) are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and Anfeald, LLC, an occupational health and safety consulting and education firm located in Fort Collins, Colorado, Federal Employer Identification Number 20-8160743, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

2.1 The Town desires to engage the Consultant for the purpose of providing occupational health and safety services as further set forth in the Consultant’s Proposal for 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 the Proposal for Services attached hereto as Exhibit “A” and incorporated herein by reference.

4.0 COMPENSATION

4.1 The Town shall pay the Consultant for the Services in accordance with the Proposal for Services for an amount not to exceed \$110,000.00 USD. The Proposal for Services and payment shall only be changed by a mutually executed 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 and the Proposal for Services.

4.2 The Consultant shall invoice the Town in accordance with the payment schedule in the Proposal for Services. 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.

4.3 The Town may, upon written notice to Anfeald, withhold payments for work not performed in compliance with this Agreement or the Proposal. Pending the settlement or resolution of the issue(s), the non-payment of these items will not constitute a default or breach provided that the Town pays all amounts due that are not in dispute. In the event the Town withholds any payments from Anfeald due to non-acceptance of any work, the Town will concurrently provide Anfeald with detailed written notice setting forth the specific reason(s) for such non-

acceptance, and Anfeald will have a reasonable opportunity to correct such work to the extent that a correction is required. Upon such correction, the withheld amounts are due and payable to Anfeald immediately. The Town agrees not to unreasonably withhold any payments and if Anfeald disputes the Town's contention that appropriate grounds exist for withholding payments, it may suspend the performance of Services hereunder until settlement or resolution of the issue, without being in default or breach.

5.0 PROJECT REPRESENTATION

- 5.1** The Town designates Interim Town Manager 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 to the extent that such direction is not illegal, does not increase the level of hazard to Town's employees, members of the public or Anfeald's personnel and is consistent with the scope of work, limitations and other considerations for the Services as further described in the attached Proposal for Services.
- 5.2** The Consultant designates Andrew Troccoli as its project manager and as the principal in charge who shall manage the Services under this Agreement.

6.0 TERM

The Agreement shall commence on 24 January 2019 (the "Effective Date") and shall end on 31 December 2019 unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence upon the date mutually agreed upon between the parties and shall progress so that the Services are completed in a mutually agreed upon time as described in the Proposal for Services. 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

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

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

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the 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 legal 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

9.1 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.

9.2 The Town acknowledges that Anfeald may be required to rely upon information provided by third parties to reach its conclusions. The Town acknowledges and agrees that Anfeald may rely on such reports, studies or services without Anfeald conducting its own investigation as to such matters. The Town further acknowledges that Anfeald is providing its professional opinion based on the specific Services authorized by the Town and that Anfeald's work-product may not be relied upon by any third-party without the written consent of Anfeald.

9.3 The Town and Anfeald both agree that Anfeald has been hired to provide advisory, consultation and training services only. Anfeald is responsible only for the safety and health of its own employees and subcontractors and will not assume responsibility for safety conditions and

programs at any of the Town's facilities, workplaces or job sites except that Anfeald will have, but is not required or obligated to exercise, stop-work authority to temporarily halt work until corrective actions are implemented, for all of Town's employees, subcontractors and vendors should Anfeald identify a safety hazard that represents imminent harm to any individual or the environment, without being in default or breach. Nothing in this Consulting Agreement will be construed to relieve the Town or any other consultants or contractors from their responsibilities for maintaining safe workplaces and job sites. Neither the professional activities of Anfeald, nor the presence of Anfeald or its employees and subcontractors, will be construed to imply that Anfeald controls the operations of others.

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 with 30-days' written notice unless such breach is cured within 30-days of such notice, to the extent it is curable. 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. Upon termination of this Consulting-Agreement, for any reason, the Town will pay Anfeald for all Services rendered to the date of termination and a prorated amount based on the percentage of work completed multiplied by the contracted amount plus reasonable incidentals and out of pocket expenses that directly result from termination pursuant to this Subsection. 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 financial information directly relevant to the Services for the sole purpose of completing a financial audit and further understanding that such access is at the Town's sole expense, and the parties mutual availability, and that such access expires 12 months from the termination date of this Agreement.

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. Regardless, each party is and will remain the owner of all right, title and interest in and to such party's proprietary materials, and all copies thereof, and in and to all of the related trade secrets, copyrights, patents and all other proprietary rights. Neither party will obtain any right or license in and to the other party's proprietary materials.

16.0 ENFORCEMENT

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

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

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for

payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

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

18.0 INTEGRATION AND AMENDMENT

This Agreement, and its attachments and amendments, represent 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:

Anfeald, LLC
Attn: Andrew Troccoli
320 E Vine Drive, Suite 214
Fort Collins, CO 80524
970.372.1131; 866.641.7229 (fax)

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.

[Signature Page Attached]

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

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

Date: _____

ANFEALD, LLC ("CONSULTANT"):

By:  _____
Andrew T Troccoli, Principal / VP

Date: 11 JAN 2019

PROPOSAL FOR SERVICES

Occupational Health and Safety Staff Augmentation

11 January 2019 | Proposal # TOF-20190201

Prepared for



Mayor Bobbi Sindelar
Town of Firestone
151 Grant Avenue, PO Box 100
Fire Stone, Colorado 80520



320 E Vine Drive, Suite 214, Fort Collins, CO 80524
Answers@Anfeald.com www.Anfeald.com
970.372.1131 fax 866.641.1131

"People don't care how much you know until they know how much you care."

-Theodore Roosevelt

We are a team of like-minded professionals with a diverse skill-set and one overarching goal – The delivery of targeted, client-focused solutions that create positive and enduring change.

We are a thriving safety, health, and environmental consultation and training company that is successful because of our client's successes and our team's values-driven approach. Every client success strengthens our organization.

At Anfeald:

- We are passionate about the services we provide
- We listen to you first and we work hard to understand your unique challenges
- We provide practical advice
- We believe hard work, dedication, and achievement are important
- We want you to reach your goals and we want to know in our hearts that we helped you get there

If you want to work with a team that cares about protecting people, protecting the environment, that cares about your success and if you crave simplicity and honesty in your business relationships, work with Anfeald, and find out how consulting is supposed to work.

Thank you for considering Anfeald.

Sincerely,

Andrew T Troccoli CSP, CHMM
Principal Consultant / Vice President



SCOPE OF WORK, DELIVERABLES AND COMPENSATION

Town of Firestone (“Town”) intends to improve its occupational health and programs and culture (collectively “Safety Programs”). The Town wishes Anfeald to perform, and Anfeald desires to provide, comprehensive occupational health, and safety services for its Public Works and Community Resources Departments. This document is a Proposal for Services (“Proposal”) to provide the Town with the specified Services defined below for the indicated Compensation.

- **Compensation.** Anfeald will complete the Services described in this Proposal for the Compensation indicated below:

Service Category	Total Fee
Programs and Policies	\$ 15,000
Workplace Surveillance and Technical Compliance Assistance	\$ 60,000
Training and Communication	\$ 35,000
	\$ 110,000

- When agreed upon with the Town, Anfeald may shift funds between service categories to ensure all goals are properly met and all tasks are completed, however, the total contracted amount is a not-to-exceed amount
- **Invoices.** Anfeald will provide invoices each month for work performed the prior month within each of the Service Categories described below. Monthly invoices will vary based on the Services completed. Invoices are due and payable within 30-days of receipt
- **Other Fees.** Anfeald will complete other Town-requested services outside the scope of this Proposal on a time and materials basis in accordance with Anfeald’s Standard Fee Schedule or other proposal for services
- **Assumptions and Facts.** This document is made with reference to the following assumptions and facts:
 - **Included Departments and Personnel.** The Services include cover the Public Works and Community Resources Departments comprised of parks, streets, water distribution, stormwater and irrigation; there are a total of between 20 to 25 employees that work in these areas and the associated Facility with additional staff that may be occasionally added. The Services exclude the police department and other departments and personnel not specifically listed above
 - **Included Facilities.** The Firestone Public Works Facility, 7500 County Road 20, Firestone, Colorado 80504 and associated grounds (the “Facility”) is included. No other facilities or locations are included
 - **Goals.** The primary goals include: (1) Develop and implement a comprehensive occupational health and safety program, (2) provide an appropriate level of technical occupational health and safety education, (3) help promote and instill a safety-first culture, (4) help control the overall risk posed by Town’s operations.
- **Services.** Subject to the total budget, Anfeald will provide the following Services and Deliverables to the Town as indicated in the three service categories below:
 - **POLICIES AND PROGRAMS.** This service category includes the development of several high-level written documents and forms.
 - **Cost:** \$15,000 total (\$8,200 fixed cost + \$6,800 time and materials)
 - **Dates:** 24 January 2019 through 31 May 2019

- Deliverables (Documents): Safety management system (SMS), occupational health and safety manual (a collection of topical programs aggregated for convenience and ease of use), occupational health and safety forms, universal, and hazardous waste management program and related forms, workers compensation administration procedures, and a training matrix.
 - Safety Management System. Generate an SMS. This high-level document will contain the basic elements, best-practices, and policy statements necessary for a successful system – A system that develops and nurtures a positive and enduring occupational health and safety culture. It will be based on recognized SMS best-practices, consensus standards and will include a management letter and a 5S/6S program.
 - Anfeald will provide a draft management policy letter for further development, adjustment, and execution by the town manager's office; These letters are typically written to employees, they are short, and they are specific - They provide a high-level set of expectations about working safe, managing risk, and they affirm organizational will and commitment to occupational health and safety excellence
 - 5S/6S is a standardized organizational system that provides specific guidance to staff regarding housekeeping, sanitation, organization, cleanliness, and efficiency. It is simple and practical and helps provide a solid basis for more comprehensive efforts
 - Occupational Health and Safety Manual. Generate a comprehensive, custom, written, topical, occupational health, and safety manual with applicable forms, that will serve as a guide and a resource for employees and management and that communicates the Town's internal compliance requirements.
 - This document is a detailed technical document that addresses occupational health and safety matters on a topical basis; it will be based on best-practices, consensus codes, and relevant OSHA regulations
 - This document will evolve over time; the initial effort will address both high-risk and common activities initially; we expect to revise this document to refine it and ensure that it addresses the Town's needs
 - Hazardous Waste and Universal Waste Management Program. Generate a waste management plan that addresses universal waste and hazardous waste management in full compliance with the State of Colorado hazardous waste and universal waste regulations and rules and Federal Resource Conservation and Recovery Act (RCRA) regulations
 - Workers' Compensation Administration Procedures. This document sets forth the specific procedures used by the Town to manage workers' compensation claims and stay in compliance with State of Colorado rules and regulations
 - Training Matrix. Generate a comprehensive training matrix, by job title, that addresses topics, recommended training methods, retraining frequencies, and other information relevant to occupational health and safety training
 - Note: The task includes discussions with Town management and employees to identify the necessary content for these documents, refine them and introduce each plan to employees (contents, how to use). Anfeald will provide electronic versions of these documents in PDF format with bookmarks for easiest use and widest deployment and printed copies of each for placement in a key location to provide easy access for employees

- **WORKPLACE SURVEILLANCE AND TECHNICAL COMPLIANCE ASSISTANCE.** This service category includes all workplace surveillance, technical, and compliance assistance tasks, medical surveillance services, and industrial hygiene services.
 - **Cost Estimate:** \$60,000 (time and materials per Standard Fee Schedule, Medical Surveillance Fee Schedule, and standard class fees)
 - **Timing:** 24 January 2019 through 31 December 2019
 - **Deliverables:** Monthly facility hazard assessments, as-needed job-site hazard assessments, as-needed ride-alongs, monthly technical assistance, monthly implementation assistance, as-needed medical surveillance, as-needed industrial hygiene
 - **Facility and Job-Site Hazard Assessments, and Ride-Alongs.** Anfeald will complete monthly facility hazard assessments, as-needed job-site hazard assessments, and ride-alongs to help staff better understand hazards, hazard controls, corrective actions, and to ensure ongoing development of the occupational health and safety program. Hazard assessments will be both planned and unplanned/surprise visits. Includes formal (written) and informal (verbal) hazard assessment reports
 - **Technical and Implementation Assistance.** Each month, Anfeald will provide both planned and ad-hoc technical oversight, safety supervision, and program implementation assistance, to help employees learn about hazards, hazard controls, safe work practices, and other techniques to help manage risk and to assist with implementation. Anfeald will provide support by phone, email, and face-to-face at the Facility, at job-sites, at Town Hall, and at other agreed-upon locations appropriate to the circumstances. The Town's staff may contact Anfeald as-needed for assistance. Foreseeable tasks include, but are not limited to:
 - Equipment-specific lockout/tagout procedure development assistance
 - Implementation assistance across all occupational health and safety programs
 - JSA/JHA development assistance to be completed by 31 August 2019
 - Personal protective equipment selection assistance
 - Safety Data Sheet (SDS) management
 - Safety equipment selection assistance
 - Workers' compensation cost-containment certification application preparation and submission
 - **OSHA-Based Medical Surveillance Services.** Anfeald will complete medical surveillance services for affected staff as appropriate for their health-hazard exposures. Includes initial respirator questionnaire reviews (medical exams and pulmonary function tests are excluded, by others), initial quantitative respirator fit tests, baseline hearing tests, and one-pair custom-fit ear plugs per staff member, per-year
 - **Industrial Hygiene Services.** Anfeald will complete air-sampling, noise-monitoring, and other industrial hygiene services based on observed hazards, if-needed/as-needed. Includes reports of these activities with recommended corrective actions
- **TRAINING AND COMMUNICATION.** This includes all occupational health and safety training provided to employees and front-line supervisors as defined in the training needs-assessment, monthly safety team development, monthly progress meetings, and quarterly board meetings.
 - **Cost Estimate:** \$35,000 (time and materials per Standard Fee Schedule)
 - **Timing:** 24 January 2019 through 31 December 2019

- **Deliverables:** Includes monthly training sessions, monthly town manager's progress meetings beginning in March 2019, quarterly board meetings, and monthly safety team meetings beginning in April or May 2019
 - **Training and Education.** Anfeald will provide monthly face-to-face occupational health and safety training sessions to employees based on training needs-assessment results and as otherwise identified. Provided classes will include Anfeald's standard numbered classes and custom training sessions within Anfeald's areas of expertise. Session length will vary with the topic. Anfeald will complete and maintain training rosters for each class. Many classes come with training certificates and/or completion cards. Excludes heavy-equipment operator training, crane operator training, CDL driver training
 - **Progress and Planning Meetings.** Anfeald will meet monthly with the town manager's office and quarterly with the mayor and board of trustees, to review progress, discuss upcoming work, and answer questions
 - **Safety Team Development.** After the initial set of efforts and activities are complete, Anfeald will help the Town implement a formal safety team, often called a safety committee, that will serve as a steering committee. Anfeald will help develop the safety committee so it can perform several agreed-upon functions designed to support an enduring and positive safety culture. Subtasks include helping the Town select staff to participate, helping the selected team members develop a team charter and provide leadership and guidance at meetings
- **Schedule.** Anfeald will provide the Services at dates and times that are mutually agreeable to the parties as further described herein and the attached schedule (the "Schedule"). The parties may change dates and times to accommodate mutual availability and unforeseen circumstances such as water-main breaks, snowstorms, and other and related circumstances. Anfeald will begin work on or around 24 January 2019 and continue until 31 December 2019.



PROPOSAL TERMS & CONDITIONS

THIS PROPOSAL FOR SERVICES ("Proposal") is entered into by and between Anfeald, LLC ("Anfeald"), a Colorado limited liability company with offices at 320 E Vine Drive, Suite 214, Fort Collins, Colorado 80524 and the Town of Firestone ("Town") with offices at 151 Grant Avenue P.O. Box 100. Firestone, CO 80520.

WHEREAS the Town requires one or more occupational health and safety services to help it meet its risk management objectives and Anfeald provides occupational health and safety consultation, education and related services,

WHEREAS the Town desires to procure, and Anfeald desires to provide, specific services as further described herein and

WHEREAS the parties will simultaneously enter into AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND ANFEALD FOR CONSULTING SERVICES ("Agreement") with an effective date of 24 January 2019.

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good, and valuable consideration, the receipt, and sufficiency of which is hereby acknowledged, the parties to this Proposal mutually agree as follows:

Effective Date, Conformance with Consulting-Agreement. The effective date of this Proposal is 24 January 2019. This Proposal is subject to all the terms, conditions, and other provisions of the Agreement.

Performance of Services. Anfeald agrees to provide, and the Town agrees to procure, the specific services described herein and any Changes that both parties to this Proposal may execute from time to time (the "Services"). Each such Change must be in writing, signed by both parties, and incorporated into and made a part of this Proposal and the Consulting-Agreement. The Town acknowledges and agrees that this Proposal together with any mutually executed Changes, sets forth the sole duties, tasks, and obligations of Anfeald.

Validity. This Proposal is valid only if accepted within ninety (90) days of the Effective Date.

No Employment of Illegal Aliens. Anfeald represents that it does not knowingly employ or contract with an illegal alien and that it 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, to confirm the employment eligibility of all employees who are newly hired for employment to perform the Services.

Applicable-Law/Assignment/Survival/Waiver/Severability/Counterparts/Facsimile. If any provision of this Proposal is held to be invalid, unenforceable, or illegal, by a court of competent jurisdiction, the invalidity of such provision will not affect the other provisions of this Proposal and all provisions not affected by such invalidity will remain in full force and effect. No delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder will operate as a waiver. This Proposal may be executed in any number of counterparts, each of which will be deemed an original. Facsimile copies or photocopies of signatures will be as valid as originals.

[SIGNATURE PAGE ATTACHED]

IN WITNESS THEREOF, the parties, intending to be legally bound, have executed this Proposal.

ANFEALD, LLC

Signature: 

Date: 11 JAN 2019

By: Andrew T Troccoli, Principal/VP

TOWN OF FIRESTONE

Signature: _____

Date: _____

By: Bobbi Sindelar, Mayor

Signature: _____

Date: _____

Attest: Leah Vanarsdall, Town Clerk

Seal:

Exhibit A – Proposal for Services

[See Following Page(s)]



STANDARD FEE SCHEDULE

Effective Date: 1 January 2017

HOURLY RATES

The following hourly rates apply to all work performed by Anfeald, LLC unless otherwise noted in a proposal, service order, change order or other agreement.

Administrative Assistant	\$55	Principal Consultant, Practice Leader, CSP	\$165
Technician	\$65	Staff Industrial Hygienist	\$165
Technical Writer	\$85	Senior Industrial Hygienist (CIH, Ph.D) ^[1]	\$165-\$185
Specialist	\$85	Engineer, Scientist ^[1]	\$120-\$165
Staff Consultant	\$120	Professional Engineer, Senior Scientist ^[1]	\$135-\$195
Hourly Rate for One-Off Custom Training Courses (non-numbered or on the fly)		\$150	
Overtime and Off-Hours Rate (after 1800/before 0600, M-F and Sat-Sun)		130% of Hourly Rate	
Rate for Participation in Depositions, Hearings, Court and Other Legal Proceedings		130% of Hourly Rate	
<i>[1]: Rate varies with scope and complexity of work and other factors; Anfeald will confirm rates prior to engaging in work; please contact Anfeald if you would like a formal proposal</i>			

OTHER FEES & EXPENSES

Incidentals: Anfeald will apply an incidental fee of 5.0% of the total labor charge for each invoice for costs associated with telephone, facsimile, postage, standard reprographic charges and other incidental expenses in lieu of itemized billing for these expenses ("Incidental Fee"). Unless otherwise indicated in any agreement or proposal, Anfeald does not charge Incidental Fees for training and education classes or medical surveillance.

Lodging, Mileage, Travel Time, Shipping, Parts and Related

Transportation, Lodging, Meals	at cost	Mileage	Current IRS rate
Analytical/Shipping/Materials/Parts	cost + 15%	Travel Time, Per Associate	50% of hourly rate
Anfeald Charges mileage and travel time at the rates indicated when travel is greater than 50-miles from Anfeald associates location and/or one hour of travel time on a one-way basis			

If you have concerns about whether or not mileage or travel time applies, please contact Anfeald.

STANDARD TERMS & CONDITIONS

Payment is required in advance unless you establish terms. Anfeald accepts company check, p-cards, credit cards and government credit cards (Visa or Master Card). Anfeald's standard terms are NET 15 with monthly progress billing unless otherwise indicated in a fully executed Master Service Agreement or Proposal for Services.

Respiratory Protection Services	Fee	Comments
Respirator Questionnaire Reviews; Paper ^[1] (Spanish available; let us know in advance)	\$69 per review	Does not include respirator physical or PFT
Respirator Questionnaire Reviews; Online ^[2] (Spanish available; let us know in advance)	\$49 per review	Does not include respirator physical or PFT; Employee(s) answer(s) questionnaire online only
Respirator Fit-Test (Our Office) ^{[2][3][5]} (Quantitative or Qualitative)	\$49 each	Advance scheduling required
Fit-Test (Your Site) ^{[2][3][4][5]} (Quantitative or Qualitative)	\$55 each	\$395 minimum charge; cancellation fee applies

Notes

[1] Please allow at least two business days for turnaround – Actual turnaround time varies based on headcount. Same day services are typically available with 10% upcharge. Contact Anfeald for details.

[2] Results are typically available at the completion of services or the same day; rarely, results take longer

[3] \$35 charge for no-call/no-shows and same-day cancellations of services at Anfeald's offices; \$150 charge for cancellation of services at Client's site with less than 48-hours' notice

[4] Mobilization fees may apply; after-hours fees may apply; when we provide services at your site, we charge a Mobilization-Fee for each trip as indicated:

- No Mobilization-Fee if your location is within one-hour / 50-miles of Anfeald
- Mileage from our location to your location at the current IRS mileage rate
- Travel-time at the rate of \$40.00 per hour of travel or fraction thereof, per technician
- If applicable for long-distance travel, air-fare, lodging, meals and related expenses at cost

After-hours and weekend services are available for an extra fee:

- +20% for weekends (starts Friday 1800 and ends Monday 0600)
- +10% for weekdays after 1800 and before 0600

[5] Anfeald charges fit-test fees even when the individual fails. Anfeald considers three negative fit-test attempts as one fit-test. If additional fit-tests are required on different makes and models of respirator, Anfeald will charge for additional fit-tests.

Hearing Conservation Service	Fee	Comments
Hearing-Test (Our Office) ^{[1] [2]}	\$25 each	Advance scheduling required
Hearing-Test (Your Site) ^{[1] [2] [3]}	\$25 each	\$350 minimum charge; cancellation fee applies
Custom-Fit Ear Plugs, Standard Industrial Model ^{[2] [3]}	\$65 each	Standard industrial model; tax, shipping/handling are an additional fee; minimum fee for on-site fittings is \$395.00; cancellation fee applies

Notes.

[1] Results are available at the completion of services or the same day.

[2] \$35 charge for no-call/no-shows and same-day cancellations of services at Anfeald's offices; \$150 charge for cancellation of services at Client's site with less than 48-hours' notice

[3] Mobilization fees may apply; after-hours fees may apply; when we provide services at your site, we charge a Mobilization-Fee for each trip as indicated:

- No Mobilization-Fee if your location is within one-hour / 50-miles of Anfeald
- Mileage from our location to your location at the current IRS mileage rate
- Travel-time at the rate of \$40.00 per hour of travel or fraction thereof, per technician
- If applicable for long-distance travel, air-fare, lodging, meals and related expenses at cost

After-hours and weekend services are available for an extra fee:

- +20% for weekends (starts Friday 1800 and ends Monday 0600)
- +10% for weekdays after 1800 and before 0600

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.



ANFELLC-01

TSCHERFFIUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DCInsurers-Mountain, LLC 3705 Kipling St # 106 Wheat Ridge, CO 80033	CONTACT NAME: Tyler Scherffius	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: tyler@dcinsurers.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Lloyds Of London	
INSURED Anfeald, Llc PO BOX 1937 Fort Collins, CO 80522-1937	INSURER B : Auto-Owners Insurance Company	
	INSURER C : Pinnacol Assurance	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

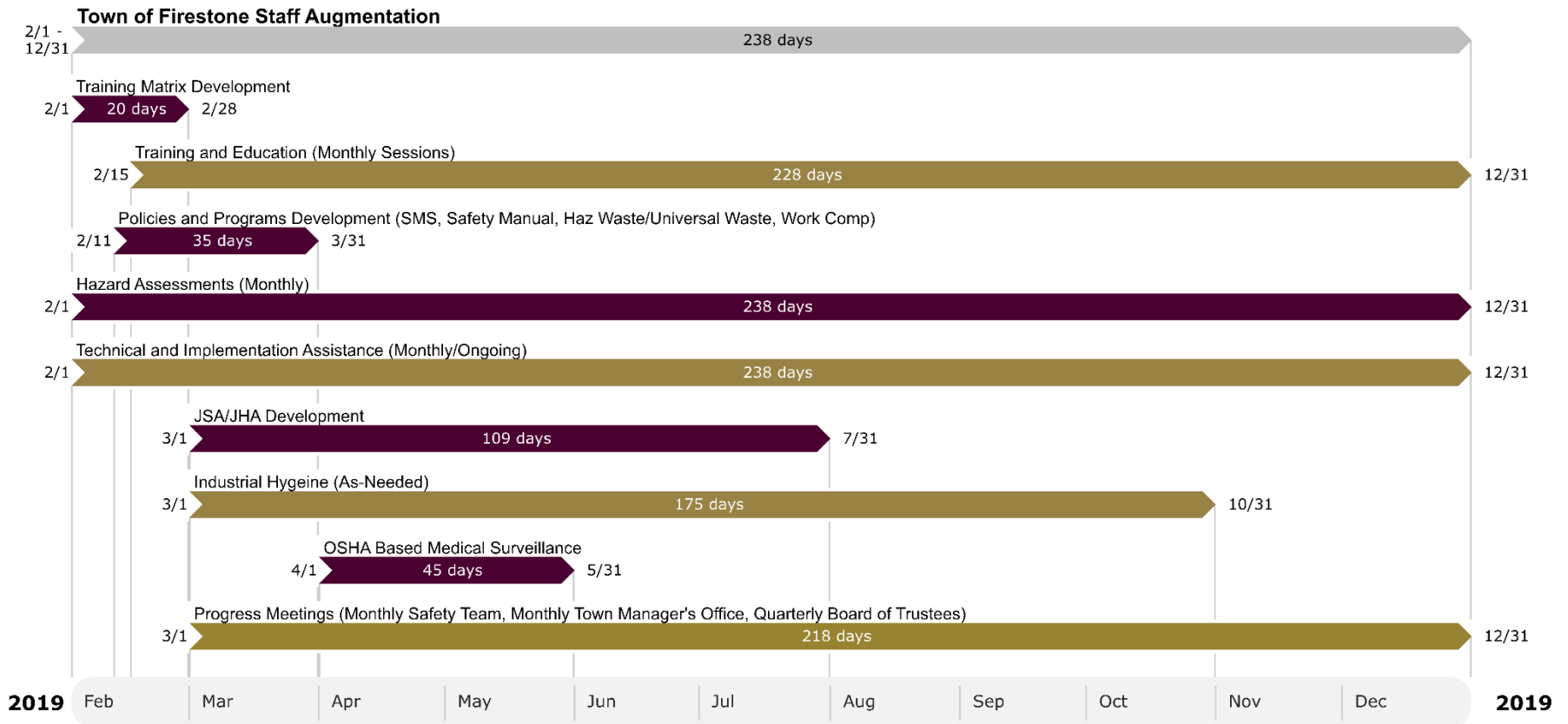
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PSG03524691	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4968178200	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4129468	02/01/2018	02/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors and Omissions			PSG03524691	04/01/2018	04/01/2019	Aggregate Limit 2,000,000
A	Hired/Non-owned auto			PSG03524691	04/01/2018	04/01/2019	Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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.

CERTIFICATE HOLDER

CANCELLATION

Town of Firestone Attn: Town Manager 151 Grant Ave. Firestone, CO 80520	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c.

Discussion/Action

Meeting Date: January 23, 2019

Initiated By: Dave Lindsay

Dept: Public Works/ Parks & Rec

AGENDA TITLE

2019 Wooster Avenue Waterline Design Contract and 2019 Wooster Avenue Street Replacement Design Contract

SUMMARY

During the 2016 Budget process staff developed a program to allow waterline and street replacement to be completed in Old Town as funds were available. As part of the 2019 Budget process Public Works had requested designs to be completed to replace the existing potable waterlines and subsequently remove and replace curb, gutter, sidewalk and pavement along Wooster Avenue from First Street to Fourth Street. The Town requested a scope of services and fee from Colorado Civil Group, Inc. to perform this design effort without a competitive bid in the interest of time and anticipated savings from institutional knowledge of Old Town.

Attached are the contracts with Colorado Civil Group, Inc. to provide professional civil engineering services for the completion of both projects for consideration by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

Replacement of the existing ACP waterlines in Old Town has been a planned but unfunded Town capital improvements project since 1995. In 2012 this project was included in a sales tax initiative that failed. However, the Town's water rate structures have allowed for capital replacement reserves to be accumulated so that this work can begin.

In 2013 a 1% Sales Tax Initiative was approved for the purpose of street and park O&M and the Old Town street improvements were specifically included.

Firestone completed similar waterline and street replacement work in Grant Avenue/First Street (2015-2016), in Jackson Avenue (2017), and in McClure Avenue (2018).

RECOMMENDATION

Staff recommends the Board of Trustees approve the design services contract for the 2019 Wooster Avenue Waterline Design with Colorado Civil Group, Inc. for a lump sum fee amount of \$23,000.00.

Staff recommends the Board of Trustees approve the design services contract for the 2019 Wooster Avenue Street Replacement Design with Colorado Civil Group, Inc. for a lump sum fee amount of \$32,000.00.

ALTERNATIVES

The Board could direct staff to postpone the project, modify the scope, or seek bids from other consultants for the design services contract.

ATTACHMENTS

1. Project Location Map
2. 2019 Wooster Avenue Waterline Design
3. 2019 Wooster Avenue Street Replacement Design

FINANCIAL CONSIDERATIONS

The waterline replacement will be funded from the Water Enterprise Fund. The adopted 2018 Budget includes \$28,000.00 for this work.

The street replacement will be funded from the 2013 1% Sales Tax Initiative. The adopted 2018 Budget includes

\$34,000.00.



Grant Avenue

Wooster Avenue

Fourth Street

Third Street

Second Street

First Street

AGREEMENT
for
PROFESSIONAL ENGINEERING SERVICES
for
THE TOWN OF FIRESTONE

2019 Wooster Avenue Water Line Design

Project No. 0668.0184.07

This is an *AGREEMENT* made between THE TOWN OF FIRESTONE, a Colorado statutory Town (TOWN) and COLORADO CIVIL GROUP, INC., a Colorado Corporation (ENGINEER).

Whereas, TOWN desires to have certain engineering services performed by ENGINEER relative to the design of a parallel replacement of a potable waterline in Wooster Avenue in the Town of Firestone, Weld County, Colorado.

Whereas, the ENGINEER is duly accredited, and this *AGREEMENT* provides for said professional engineering services.

Therefore, TOWN and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services provided by ENGINEER and the payment for those services by OWNER as set forth in Sections 1 through 4 below.

SECTION 1 - Basic Services

For the purposes of this *AGREEMENT*, the Basic Services shall include professional civil engineering design services, as further described herein, relative to the replacement of a potable water line in Wooster Avenue, between First Street and Fourth Street, (the "Project"). Specific tasks to be performed shall be:

1.1 Base Material

The ENGINEER will prepare base mapping of the project area and collect information regarding existing property and facilities along the route of the work. Existing conditions in the project area will be assessed both on and below the surface. This effort shall include:

- 1.1.1 Digital aerial photography and some planimetrics will be obtained using DRCOG Aerial Photography (2016 images).

- 1.1.2 Planimetrics and topography will be obtained from a field survey and used as the basis of the project mapping and construction plans.
- 1.1.3 Existing utilities and structures within the survey corridor will be located and evaluated. Existing utility conflicts will be evaluated and relocation requirements will be identified.
- 1.1.4 The ENGINEER shall retain the services of a private company to pothole existing buried utilities to confirm location and determine depth of bury.
- 1.1.5 It is recognized that in performing its services, including but not limited to the identification, location and evaluation of existing facilities and property ownership rights ENGINEER will rely on records, documentation and observations, some of which may not be capable of confirmation without expending substantial sums of money and/or destroying or damaging serviceable facilities or structures. Accordingly, ENGINEER shall not be liable for any, loss, damage, cost or expense resulting from actual conditions which differ from the records, documents and observations relied upon by ENGINEER unless and to the extent such loss, damage, cost or expense is directly attributable to ENGINEER'S sole negligence.

1.2 Water Line Design

The ENGINEER shall evaluate the existing waterline alignment and the alignment of the sanitary sewer and stormwater pipelines in the existing street to determine the best alignment for the new waterline. The design shall attempt to maintain spacing of 10 feet from the sanitary sewer, 5 feet from the storm sewer, 5 feet from the lip of gutter, and 7 feet from the existing waterline. Specific design elements shall include:

- 1.2.1 The ENGINEER shall prepare a demolition plan at a minimum scale of 1"=50' that will identify removal of existing asphalt, concrete, landscaping, etc. It will also identify the removal of existing fire hydrants and valve boxes associated with the in-place abandonment of the existing asbestos cement waterline.
- 1.2.2 The ENGINEER shall prepare a plan and profile of the proposed waterline at a minimum scale of 1"=50'.
- 1.2.3 The ENGINEER shall provide necessary details for the temporary roadway patch and temporary curb-gutter-sidewalk patches.
- 1.2.4 The ENGINEER shall provide details and direction related to the in-place abandonment of the existing AC waterline.
- 1.2.5 The ENGINEER shall provide standard details for the other portions of the work.
- 1.2.6 The ENGINEER shall prepare a public improvements opinion of cost.

- 1.2.7 ENGINEER shall render its services in accordance with generally accepted engineering standards and practices as such standards and practices are normally exercised in the performance of professional standards of a similar nature in the Denver metropolitan area.

1.3 Construction Documents

The ENGINEER shall prepare construction documents including bidding materials, construction contract, and construction specifications. These documents shall conform to the form and format of the Engineers Joint Contract Documents Committee General Conditions, as previously utilized by the TOWN and ENGINEER on previous projects.

1.4 Construction Project Bidding

The ENGINEER shall conduct bidding for the proposed construction work. Specific design elements shall include:

- 1.4.1 The ENGINEER shall issue an invitation to bid to the Town's select bidders list. Bidding documents will be made available to bidders via electronic files that can be accessed by invited contractors on a data storage site.
- 1.4.2 The ENGINEER shall conduct a pre-bid meeting to further present the project and to respond to bidder questions. The Engineer shall field and respond to all questions and requests for clarification.
- 1.4.3 The ENGINEER shall open and tabulate bids for the project. A formal recommendation regarding award of the construction contract will be provided to the Town.

SECTION 2 - Additional Services

Services not contemplated in Section 1 may be required of ENGINEER by the TOWN. If such work is to be performed a change order to the *AGREEMENT* will be prepared and presented to the TOWN prior to initiation of said work. Descriptions of additional services, compensation, and period-of-services adjustments will be presented in the change order, prior to starting any additional services.

Specific services not included in this *AGREEMENT* include, but are not limited to:

- 2.1 Negotiation of property or easement acquisition.
- 2.2 Coordination or scheduling of neighborhood or other public meetings.
- 2.3 Wetland mitigation plans or permitting.
- 2.4 Construction management, construction inspection, or construction staking.

SECTION 3 - Period of Service

The Period of Service for this work shall commence upon the signing of this contract by TOWN and shall end at the completion of Basic Services. Work shall progress in a timely manner to support the schedule established by TOWN and ENGINEER.

SECTION 4 - Compensation

4.1 Methods of Payment for Services and Expenses of Engineer

- 4.1.1 TOWN shall pay ENGINEER for Basic Services rendered under Section 1 a lump sum fee of \$23,000.00. Such amount shall be inclusive of all costs of whatsoever nature associated with ENGINEER's efforts, including but not limited to salaries, benefits, expenses, overhead, administration and profits.
- 4.1.2 Services authorized and provided under Section 2 - Additional Services, will be based on hourly rates plus expenses according to ENGINEER's then current Schedule of Fees (Exhibit A).

4.2 Times of Payments

ENGINEER shall submit monthly invoices for a portion of the lump sum fee based upon ENGINEER's estimate of the proportion of the services actually completed at the time of billing.

4.3 Other Provisions Concerning Payments

- 4.3.1 If TOWN fails to make any payment due ENGINEER for services and expenses within forty-five days after receipt of ENGINEER's invoice, the amounts due ENGINEER will be increased at the rate of 1½% per month from said forty fifth day, and in addition, ENGINEER may, after giving seven days' written notice to TOWN, suspend services under this *AGREEMENT* until ENGINEER has been paid in full all amounts due for services, expenses, and charges.
- 4.3.2 In the event of termination by TOWN under paragraph 6.1.2 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by the TOWN during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's hourly rates based on the current Schedule of Fees for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly in work for the TOWN. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates, consultants and subcontractors employed by ENGINEER and authorized by the TOWN to render Basic Services through ENGINEER and for all unpaid Additional Services and unpaid Reimbursable

Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination.

- 4.3.3 It is understood and agreed that the TOWN, and not any landowner subject to a reimbursement agreement with the TOWN, is responsible for all payments under this *AGREEMENT*.

SECTION 5 - TOWN's Responsibilities

TOWN shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 5.1** As appropriate, designate responsible representatives to provide direction to the ENGINEER with respect to services provided pursuant to this *AGREEMENT*. The TOWN Board of Trustees or its delegatee shall transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to ENGINEER's services provided pursuant to this *AGREEMENT*.
- 5.2** Provide all criteria and full information as to TOWN's requirements as necessary for performance of ENGINEER's services, including, with respect to TOWN projects, design or project objectives and constraints, space capacity and performance requirements, flexibility and expendability, and any budgetary limitations.
- 5.3** Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project.
- 5.4** Unless otherwise agreed by the TOWN and ENGINEER, the TOWN shall be responsible for negotiating and acquiring all required properties and/or easements necessary for any TOWN projects.

SECTION 6 - General Considerations

6.1 Termination

- 6.1.1 The obligation to provide further services under this *AGREEMENT* may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon receipt of the written notice to terminate the defaulting party shall have ten days to cure the default to the satisfaction of the terminating party.
- 6.1.2 Termination for convenience: The TOWN Board of Trustees shall, at its sole option and absolute discretion, have the right to terminate this *AGREEMENT* and remove ENGINEER from the position of TOWN ENGINEER for any reason whatsoever by providing ENGINEER with a written notice to terminate to be effective upon five (5) days after notifying ENGINEER by registered mail, return receipt requested.

ENGINEER hereby waives any rights to a charge in writing or an opportunity to be heard prior to removal.

- 6.1.3 At the time of any termination, ENGINEER shall promptly deliver to the Town or its designee all documents and materials, including but not limited to reports, plans, drawings, specifications, computer input and output, analyses, data, electronic files, and other materials of any kind, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates, consultants and subcontractors) pursuant to this *AGREEMENT*. The delivery of such materials shall be without further charge or expense to the Town other than Termination expenses.

6.2 Reuse of Documents

All documents and materials, including but not limited to reports, plans, drawings, specifications, computer input and output, analyses, data, electronic files, and other materials of any kind, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates, consultants and subcontractors) pursuant to this *AGREEMENT*, are documents and property of the TOWN. The TOWN acknowledges that documents provided by ENGINEER for specific projects are not intended or represented to be suitable for reuse by TOWN or others on extensions of such projects or on any other projects; any such reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at the TOWN's sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaptation requested by the TOWN will entitle ENGINEER to further compensation at rates to be agreed upon by TOWN and ENGINEER.

6.3 Insurance and Indemnification

- 6.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The workers' compensation insurance carried by ENGINEER shall be in accordance with statutory law and include employers' liability insurance with a limit of not less than \$100,000 per accident, \$500,000 disease, policy limit and \$100,000 disease limit each employee. The general liability insurance carried by ENGINEER shall have minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate, shall include the TOWN as additional insured, with primary coverage as respects the TOWN, and shall contain a severability of interests' provision. ENGINEER shall also procure and maintain professional liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate. All required insurances shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by ENGINEER pursuant to this *AGREEMENT*. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the ENGINEER to maintain such continuous coverage. Certificates of insurance evidencing such coverages shall be provided to the TOWN upon request.

- 6.3.2 ENGINEER shall also procure and maintain continuously comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$150,000 per person in any one occurrence and \$500,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per claim, with respect to each of ENGINEER's, hired or non-owned vehicles assigned to or used in performance of the services under this *AGREEMENT*. The policy shall include the TOWN as additional insured with primary coverage as respects the TOWN and shall contain a severability of interests' provision.
- 6.3.3 ENGINEER shall indemnify and hold the TOWN harmless against (1) claims by any employee of ENGINEER for compensation, fringe benefits of any kind whatsoever (including without limitation, pension rights or payments, insurance of any kind, reimbursement of medical expenses, vacation pay, sick leave or sick pay), or indemnification for tort claim damages or similar claims for damages (e.g. Section 1983 claims); and (2) claims by any other party for injury, loss or damage which arise out of or are connected with the services hereunder, if such injury, loss or damages is caused by the negligent, unlawful, or willful and wanton act or omission on the part of any ENGINEER employee acting pursuant to this *AGREEMENT*.
- 6.3.4 The ENGINEER or its employees shall not be deemed to assume any liability for intentional or negligent acts or omissions of the Town or any officer, agent, or employee thereof. The Town shall be responsible for such acts or omissions in the manner and to the extent provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et. seq. (CGIA).
- 6.3.5 The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this *AGREEMENT*, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the CGIA, as from time to time amended, or otherwise available to the TOWN, its officers, or its employees.

6.4 Limitation of Liability

TOWN, in consideration of the fees negotiated hereunder, specifically agrees to limit the liability of ENGINEER and its officers, directors, shareholders, partners, agents and employees for all damages of any kind or nature associated with errors or omissions of the ENGINEER for services rendered under this *AGREEMENT*, to the sum of \$300,000.00 annual aggregate.

6.5 Controlling Law

This *AGREEMENT* is to be governed by the law of the State of Colorado.

6.6 Successors and Assigns

- 6.6.1 TOWN and ENGINEER each is hereby bound, and the partners, successors, executors, administrators, assigns, and legal representatives of TOWN and ENGINEER are hereby bound to the other party to this *AGREEMENT* and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this *AGREEMENT*.
- 6.6.2 Neither TOWN nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this *AGREEMENT* without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this *AGREEMENT*. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates, consultants and subcontractors as ENGINEER may deem appropriate to assist in the performance of services hereunder; provided, however, that proposed use of any such associates, consultants and independent contractors, and the costs and fees for the services thereof, shall be subject to the prior written approval of the Town, which may be granted or withheld by the Town in its sole discretion. ENGINEER shall cause any associate, consultant or subcontractor providing services hereunder to procure and maintain those insurance coverages required by Section 6.3 above.
- 6.6.3 Nothing under this *AGREEMENT* shall be construed to give any rights or benefits in this *AGREEMENT* to anyone other than TOWN and ENGINEER, and all duties and responsibilities undertaken pursuant to this *AGREEMENT* will be for the sole and exclusive benefit of TOWN and ENGINEER and not for the benefit of any other party.

6.7 Enforcement

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.

6.8 Quality of Work

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

6.9 Inspection

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the ENGINEER and its subcontractors that are related to this *AGREEMENT* for the purpose of making audit, examination, excerpts, and transcriptions.

6.10 Compliance with laws; Work by Illegal Aliens Prohibited

- 6.10.1 ENGINEER shall be solely responsible for compliance with all applicable federal, state, and local laws concerning its performance of services under this AGREEMENT; for payment of all applicable taxes; and obtaining and keeping in force all applicable licenses and certificates.
- 6.10.2 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 ENGINEER’s Pre-Contract Certification which Engineer has executed and delivered to the TOWN prior to ENGINEER’s execution of this Agreement.

SECTION 7 - EXTENT OF AGREEMENT

This *AGREEMENT* (consisting of pages 1 to 10, inclusive), and the attached Exhibits A and B, constitute the entire *AGREEMENT* between TOWN and ENGINEER and supersede all prior written or oral understandings. This *AGREEMENT* and said Exhibits may only be amended, supplemented, modified, or canceled by duly executed written instrument.

In witness whereof, the parties hereto have made and executed this *AGREEMENT* as of the day and year signed by the TOWN.

TOWN OF FIRESTONE
(TOWN)

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

Date: _____

COLORADO CIVIL GROUP, INC.
(ENGINEER)

By: _____
David B. Lindsay, President

Attest: _____
Jamez Mun

Date: 1-16-2019

Exhibit A
2019 Summary of Fees

ENGINEERS (\$/hr)

Senior Project Engineer	\$105 - \$127
Project Engineer	\$95 - \$120
Design Engineer	\$85 - \$115

CONSTRUCTION INSPECTION (\$/hr)

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Inspector	\$65 - \$85

DESIGNER/CAD TECH (\$/hr)

Senior Designer/Tech	\$75 - \$100
Designer/CAD Tech	\$50 - \$80

ADMINISTRATION/SUPPORT SERVICES (\$/hr)

Secretarial/Clerical	\$35 - \$50
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REIMBURSABLES

Mileage	\$0.50/mi.
Copies (standard in-house)	Labor Rate
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Copies (24x36 in-house)	Labor Rate
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Miscellaneous Expenses	Cost + 5%
Sub-Consultants	Cost + 5%

Exhibit B

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

Prohibition Against Employing Illegal Aliens. Colorado Civil Group, Inc. (ENGINEER) shall not knowingly employ or contract with an illegal alien to perform work under this contract. ENGINEER shall not enter into a contract with a subcontractor that fails to certify to the ENGINEER that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

ENGINEER has verified or attempted to verify through participating in the basic pilot program as defined in C.R.S. Section 8-17.5-101(1) ("Program") that ENGINEER does not employ any illegal aliens and, if ENGINEER is not accepted into the Program prior to entering into this contract, that ENGINEER shall apply to participate in the Program every three months until ENGINEER is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the Program is discontinued. ENGINEER is prohibited from using the Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

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

- a. Notify the subcontractor and the TOWN within three days that the ENGINEER 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 ENGINEER 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.

ENGINEER 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 ENGINEER 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 ENGINEER shall be liable for actual and consequential damages to the TOWN.

**Town of Firestone
Contractor'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 16th day of JANUARY, 2019.

Proposer:
Colorado Civil Group, Inc.

By: 

Title: President

AGREEMENT
for
PROFESSIONAL ENGINEERING SERVICES
for
THE TOWN OF FIRESTONE
2019 Wooster Avenue Street Replacement Design
Project No. 0668.0184.08

This is an *AGREEMENT* made between THE TOWN OF FIRESTONE, a Colorado statutory Town (TOWN) and COLORADO CIVIL GROUP, INC., a Colorado Corporation (ENGINEER).

Whereas, TOWN desires to have certain engineering services performed by ENGINEER relative to design the replacement of the Wooster Avenue asphalt, and portions of curb, gutter, and sidewalks in the Town of Firestone, Weld County, Colorado.

Whereas, the ENGINEER is duly accredited and this *AGREEMENT* provides for said professional engineering services.

Therefore, TOWN and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services provided by ENGINEER and the payment for those services by OWNER as set forth in Sections 1 through 4 below.

SECTION 1 - Basic Services

For the purposes of this *AGREEMENT*, the Basic Services shall include professional civil engineering design services, as further described herein, relative to the replacement the Jackson Avenue asphalt, curb, gutter, and sidewalks between First Street and Third Street, (the "Project"). Specific tasks to be performed shall be:

1.1 Base Material

The ENGINEER will prepare base mapping of the project area and collect information regarding existing property and facilities along the route of the work. Existing conditions in the project area will be assessed both on and below the surface. This effort shall include:

- 1.1.1 Digital aerial photography and some planimetrics will be obtained using DRCOG Aerial Photography (2014 images).

- 1.1.2 Planimetrics and topography will be obtained from a field survey and used as the basis of the project mapping and construction plans.
- 1.1.3 Existing utilities and structures within the survey corridor will be located and evaluated. Existing utility conflicts will be evaluated and relocation requirements will be identified.
- 1.1.4 The ENGINEER shall retain the services of a private company to pothole existing buried utilities to confirm location and determine depth of bury.
- 1.1.5 The parties acknowledge that ENGINEER will as part of its services under this Agreement retain the services of a geotechnical engineering consultant for the convenience of the Town and that such disciplines are outside of ENGINEER'S area of professional expertise. Accordingly, it is agreed that ENGINEER shall not be responsible for the technical accuracy of the services provided by such engineer and consultant. All work by such consultants shall be prepared for and certified to the Town.
- 1.1.6 It is recognized that in performing its services, including but not limited to the identification, location and evaluation of existing facilities and property ownership rights ENGINEER will rely on records, documentation and observations, some of which may not be capable of confirmation without expending substantial sums of money and/or destroying or damaging serviceable facilities or structures. Accordingly, ENGINEER shall not be liable for any, loss, damage, cost or expense resulting from actual conditions which differ from the records, documents and observations relied upon by ENGINEER unless and to the extent such loss, damage, cost or expense is directly attributable to ENGINEER'S sole negligence.

1.2 Street Replacement Design

The ENGINEER shall prepare a design for the street replacement of Wooster Avenue from First Street to Fourth Street utilizing previous designs and new survey data for roadway alignments and street cross-sections. The design shall establish the horizontal and vertical alignments of the roadway improvements. Specific design elements shall include:

- 1.2.1 The ENGINEER shall prepare a demolition plan at a minimum scale of 1"=50' that will identify removal of existing asphalt, concrete, landscaping, etc. It will also identify the removal of portions of existing driveways to allow for connection back to the proposed roadway.
- 1.2.2 The ENGINEER shall prepare a plan and profile of the proposed roadway centerline, north flowline, and south flowline at a minimum scale of 1"=50'.
- 1.2.3 The ENGINEER shall prepare proposed grading plan for the street replacement at a minimum scale of 1"-50'. The plan will show existing and proposed topography, provide necessary spot elevations around curb returns and

connections back to existing facilities. The grading plan shall identify any needed manhole and valve box vertical adjustments.

- 1.2.4 The ENGINEER shall prepare cross sections of the roadway improvements every 50' which shall show existing and proposed surfaces.
- 1.2.5 The ENGINEER shall provide details and direction related to connections back to existing curb and gutter and to existing driveways.
- 1.2.6 The ENGINEER shall provide standard details for the other portions of the work.
- 1.2.7 The ENGINEER shall prepare a public improvements opinion of cost.
- 1.2.8 ENGINEER shall render its services in accordance with generally accepted engineering standards and practices as such standards and practices are normally exercised in the performance of professional standards of a similar nature in the Denver metropolitan area.

1.3 Construction Documents

The ENGINEER shall prepare construction documents including bidding materials, construction contract, construction drawings, and construction specifications. These documents shall conform to the form and format of the Engineers Joint Contract Documents Committee General Conditions, as previously utilized by the TOWN and ENGINEER on previous projects.

1.4 Construction Bidding

The ENGINEER shall conduct bidding for the proposed construction work. Specific design elements shall include:

- 1.4.1 The ENGINEER shall issue an invitation to bid to the Town's select bidders list. Bidding documents will be made available to bidders via electronic files that can be accessed by invited contractors on a data storage site.
- 1.4.2 The ENGINEER shall conduct a pre-bid meeting to further present the project and to respond to bidder questions. The Engineer shall field and respond to all questions and requests for clarification.
- 1.4.3 The ENGINEER shall open and tabulate bids for the project. A formal recommendation regarding award of the construction contract will be provided to the Town.

SECTION 2 - Additional Services

Services not contemplated in Section 1 may be required of ENGINEER by the TOWN. If such work is to be performed a change order to the *AGREEMENT* will be prepared and presented to the TOWN prior to initiation of said work. Descriptions of additional services, compensation, and

period-of-services adjustments will be presented in the change order, prior to starting any additional services.

Specific services not included in this *AGREEMENT* include, but are not limited to:

- 2.1 Negotiation of property or easement acquisition.
- 2.2 Coordination or scheduling of neighborhood or other public meetings.
- 2.3 Wetland mitigation plans or permitting.
- 2.4 Construction management, construction inspection, or construction staking.

SECTION 3 - Period of Service

The Period of Service for this work shall commence upon the signing of this contract by TOWN and shall end at the completion of Basic Services. Work shall progress in a timely manner to support the schedule established by TOWN and ENGINEER.

SECTION 4 - Compensation

4.1 Methods of Payment for Services and Expenses of Engineer

- 4.1.1 TOWN shall pay ENGINEER for Basic Services rendered under Section 1 a lump sum fee of \$32,000.00. Such amount shall be inclusive of all costs of whatsoever nature associated with ENGINEER's efforts, including but not limited to salaries, benefits, expenses, overhead, administration and profits.
- 4.1.2 Services authorized and provided under Section 2 - Additional Services, will be based on hourly rates plus expenses according to ENGINEER's then current Schedule of Fees (Exhibit A).

4.2 Times of Payments

ENGINEER shall submit monthly invoices for a portion of the lump sum fee based upon ENGINEER's estimate of the proportion of the services actually completed at the time of billing.

4.3 Other Provisions Concerning Payments

- 4.3.1 If TOWN fails to make any payment due ENGINEER for services and expenses within forty-five days after receipt of ENGINEER's invoice, the amounts due ENGINEER will be increased at the rate of 1½% per month from said forty fifth day, and in addition, ENGINEER may, after giving seven days' written notice to TOWN, suspend services under this *AGREEMENT* until ENGINEER has been paid in full all amounts due for services, expenses, and charges.

- 4.3.2 In the event of termination by TOWN under paragraph 6.1.2 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by the TOWN during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's hourly rates based on the current Schedule of Fees for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly in work for the TOWN. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates, consultants and subcontractors employed by ENGINEER and authorized by the TOWN to render Basic Services through ENGINEER and for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination.
- 4.3.3 It is understood and agreed that the TOWN, and not any landowner subject to a reimbursement agreement with the TOWN, is responsible for all payments under this *AGREEMENT*.

SECTION 5 - TOWN's Responsibilities

TOWN shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 5.1** As appropriate, designate responsible representatives to provide direction to the ENGINEER with respect to services provided pursuant to this *AGREEMENT*. The TOWN Board of Trustees or its delegatee shall transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to ENGINEER's services provided pursuant to this *AGREEMENT*.
- 5.2** Provide all criteria and full information as to TOWN's requirements as necessary for performance of ENGINEER's services, including, with respect to TOWN projects, design or project objectives and constraints, space capacity and performance requirements, flexibility and expendability, and any budgetary limitations.
- 5.3** Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project.
- 5.4** Unless otherwise agreed by the TOWN and ENGINEER, the TOWN shall be responsible for negotiating and acquiring all required properties and/or easements necessary for any TOWN projects.

SECTION 6 - General Considerations

6.1 Termination

- 6.1.1 The obligation to provide further services under this *AGREEMENT* may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon receipt of the written notice to terminate the defaulting party shall have ten days to cure the default to the satisfaction of the terminating party.
- 6.1.2 Termination for convenience: The TOWN Board of Trustees shall, at its sole option and absolute discretion, have the right to terminate this *AGREEMENT* and remove ENGINEER from the position of TOWN ENGINEER for any reason whatsoever by providing ENGINEER with a written notice to terminate to be effective upon five (5) days after notifying ENGINEER by registered mail, return receipt requested. ENGINEER hereby waives any rights to a charge in writing or an opportunity to be heard prior to removal.
- 6.1.3 At the time of any termination, ENGINEER shall promptly deliver to the Town or its designee all documents and materials, including but not limited to reports, plans, drawings, specifications, computer input and output, analyses, data, electronic files, and other materials of any kind, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates, consultants and subcontractors) pursuant to this *AGREEMENT*. The delivery of such materials shall be without further charge or expense to the Town other than Termination expenses.

6.2 Reuse of Documents

All documents and materials, including but not limited to reports, plans, drawings, specifications, computer input and output, analyses, data, electronic files, and other materials of any kind, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates, consultants and subcontractors) pursuant to this *AGREEMENT*, are documents and property of the TOWN. The TOWN acknowledges that documents provided by ENGINEER for specific projects are not intended or represented to be suitable for reuse by TOWN or others on extensions of such projects or on any other projects; any such reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at the TOWN's sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaptation requested by the TOWN will entitle ENGINEER to further compensation at rates to be agreed upon by TOWN and ENGINEER.

6.3 Insurance and Indemnification

- 6.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any

person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The workers' compensation insurance carried by ENGINEER shall be in accordance with statutory law and include employers' liability insurance with a limit of not less than \$100,000 per accident, \$500,000 disease, policy limit and \$100,000 disease limit each employee. The general liability insurance carried by ENGINEER shall have minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate, shall include the TOWN as additional insured, with primary coverage as respects the TOWN, and shall contain a severability of interests provision. ENGINEER shall also procure and maintain professional liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate. All required insurances shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by ENGINEER pursuant to this *AGREEMENT*. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the ENGINEER to maintain such continuous coverage. Certificates of insurance evidencing such coverages shall be provided to the TOWN upon request.

- 6.3.2 ENGINEER shall also procure and maintain continuously comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$150,000 per person in any one occurrence and \$500,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per claim, with respect to each of ENGINEER's, hired or non-owned vehicles assigned to or used in performance of the services under this *AGREEMENT*. The policy shall include the TOWN as additional insured with primary coverage as respects the TOWN and shall contain a severability of interests provision.
- 6.3.3 ENGINEER shall indemnify and hold the TOWN harmless against (1) claims by any employee of ENGINEER for compensation, fringe benefits of any kind whatsoever (including without limitation, pension rights or payments, insurance of any kind, reimbursement of medical expenses, vacation pay, sick leave or sick pay), or indemnification for tort claim damages or similar claims for damages (e.g. Section 1983 claims); and (2) claims by any other party for injury, loss or damage which arise out of or are connected with the services hereunder, if such injury, loss or damages is caused by the negligent, unlawful, or willful and wanton act or omission on the part of any ENGINEER employee acting pursuant to this *AGREEMENT*.
- 6.3.4 The ENGINEER or its employees shall not be deemed to assume any liability for intentional or negligent acts or omissions of the Town or any officer, agent, or employee thereof. The Town shall be responsible for such acts or omissions in the manner and to the extent provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et. seq. (CGIA).
- 6.3.5 The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this *AGREEMENT*, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any

other rights, immunities, and protections provided by the CGIA, as from time to time amended, or otherwise available to the TOWN, its officers, or its employees.

6.4 Limitation of Liability

TOWN, in consideration of the fees negotiated hereunder, specifically agrees to limit the liability of ENGINEER and its officers, directors, shareholders, partners, agents and employees for all damages of any kind or nature associated with errors or omissions of the ENGINEER for services rendered under this *AGREEMENT*, to the sum of \$500,000.00 annual aggregate.

6.5 Controlling Law

This *AGREEMENT* is to be governed by the law of the State of Colorado.

6.6 Successors and Assigns

6.6.1 TOWN and ENGINEER each is hereby bound, and the partners, successors, executors, administrators, assigns, and legal representatives of TOWN and ENGINEER are hereby bound to the other party to this *AGREEMENT* and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this *AGREEMENT*.

6.6.2 Neither TOWN nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this *AGREEMENT* without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this *AGREEMENT*. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates, consultants and subcontractors as ENGINEER may deem appropriate to assist in the performance of services hereunder; provided, however, that proposed use of any such associates, consultants and independent contractors, and the costs and fees for the services thereof, shall be subject to the prior written approval of the Town, which may be granted or withheld by the Town in its sole discretion. ENGINEER shall cause any associate, consultant or subcontractor providing services hereunder to procure and maintain those insurance coverages required by Section 6.3 above.

6.6.3 Nothing under this *AGREEMENT* shall be construed to give any rights or benefits in this *AGREEMENT* to anyone other than TOWN and ENGINEER, and all duties and responsibilities undertaken pursuant to this *AGREEMENT* will be for the sole and exclusive benefit of TOWN and ENGINEER and not for the benefit of any other party.

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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.

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The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the ENGINEER and its subcontractors that are related to this *AGREEMENT* for the purpose of making audit, examination, excerpts, and transcriptions.

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In witness whereof, the parties hereto have made and executed this *AGREEMENT* as of the day and year signed by the TOWN.

TOWN OF FIRESTONE
(TOWN)

By: _____
Bobbi Sindelar, Mayor

Date: _____

Attest: _____
Town Clerk

COLORADO CIVIL GROUP, INC.
(ENGINEER)

By: _____
David B. Lindsay, President

Attest: _____
Date: _____

Attest: _____
Date: 1-16-2015

Exhibit A
2019 Summary of Fees

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Project Engineer	\$95 - \$120
Design Engineer	\$85 - \$115

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Senior Inspector	\$80 - \$100
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REIMBURSABLES

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ENGINEER has verified or attempted to verify through participating in the basic pilot program as defined in C.R.S. Section 8-17.5-101(1) ("Program") that ENGINEER does not employ any illegal aliens and, if ENGINEER is not accepted into the Program prior to entering into this contract, that ENGINEER shall apply to participate in the Program every three months until ENGINEER is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the Program is discontinued. ENGINEER is prohibited from using the Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

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

- a. Notify the subcontractor and the TOWN within three days that the ENGINEER 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 ENGINEER 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.

ENGINEER 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 ENGINEER 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 ENGINEER shall be liable for actual and consequential damages to the TOWN.

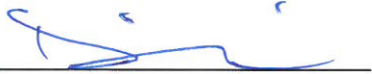
**Town of Firestone
Contractor's Pre-Contract Certification
Regarding Employing Illegal Aliens**

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 16TH day of January, 20 19.

Proposer:
Colorado Civil Group, Inc.

By: 

Title: President

RESOLUTION 19-06

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

WHEREAS, the Town is in need of Financial Advisory Services for work related to the expansion of Town Hall, construction of new Public Works facilities, and the financing thereof and has requested Hilltop Securities Inc. provide that service; and

WHEREAS, the Board of Trustees finds that this Financial 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 Financial Services Engagement Agreement (the “Agreement”) between the Town of Firestone and Hilltop Securities Inc. 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 23rd day of January, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk



January 10, 2019

Town of Firestone
Attn: Mr. A.J. Krieger, Interim Town Manager
151 Grant Avenue
P.O. Box 100
Firestone, CO 80520

Dear A.J.:

On behalf of Hilltop Securities Inc., we appreciate the opportunity to provide municipal advisory services to the Town of Firestone, Colorado (the "Town"), related to the expected Lease/Purchase Financing of approximately \$6.0 million of improvements to Town Hall and to other facilities owned by the Town (the "Financing"). The following outlines the scope of the engagement (collectively, the "Requested Services"):

Requested Services:

1. Providing advice as to the structure, timing, terms and other matters regarding the Financing, including the following services:
 - Assistance determining the appropriate method of funding, public offering, or bank lending
 - Assist with the structure of the Financing
 - Timing and Delivery of the Financing
 - Fairness of Pricing
 - Credit Ratings and Credit Enhancement
 - Coordinating the overall Financing Process
 - Preparation of RFP's
 - Coordination with Bond Counsel
 - Coordinating with underwriters and/or lending institutions
 - Preparation and presentation of recommendations to the Town Board
 - Coordination of closing activities
 - Other services typically associated with Municipal Advisors

Duration and Compensation:

This engagement shall begin upon your written acceptance below and shall remain in effect until consummation of all the Requested Services set forth above or until terminated by either party upon giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

In consideration of providing the Requested Services, Hilltop proposes a fee of \$24,500 for the Financing, which fee shall be contingent upon the successful closing of the Financing. Fees and reimbursable expenses shall be paid within thirty (30) days after receipt of an invoice therefor submitted by Hilltop or as otherwise agreed to in writing. Hilltop will provide any additional services to those outlined herein upon mutual agreement of the parties as to both the services to be performed and the payment of additional compensation.

Miscellaneous:

The Town and Hilltop acknowledge and agree that:

- Notwithstanding the foregoing, in any event regardless of the cause of action, Hilltop's total liability (including loss and expense) to The Town in the aggregate shall not exceed the gross amount of fees received by Hilltop pursuant to this agreement. The limitations of liability set forth in this Agreement are fundamental elements of the basis of the bargain between Hilltop and The Town, and the pricing for the services set forth above reflect such limitations.
- This letter agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to agreements made and to be fully performed therein.
- Hilltop is providing its Disclosure Statement of Municipal Advisor (the "Disclosure Statement"), current as of the date of this agreement, setting forth disclosures by Hilltop of material conflicts of interest, if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42. The Disclosure Statement also describes how Hilltop addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by Hilltop with the Securities and Exchange Commission.

We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning two copies to me.

Sincerely,



James Manire
Director

Agreed and Accepted:

By: _____

Title: _____

Name: _____

Date: _____

MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to **the Town of Monument, Colorado** (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. First Southwest Asset Management (FSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate First Southwest Advisory, provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers

to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer's annual filings and public notification of material events. The Firm administers two government investment pools for Texas governments; the Short-Term Asset Reserve Fund (TexSTAR) and the Local Government Investment Cooperative (LOGIC). These programs offer Texas government entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. Furthermore, this potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regime as a member of multiple self-regulatory organizations in which compliance is verified by not only internal tests but annual external examinations.

II. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

III. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

IV. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or

selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

V. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.
- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development

Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. Hilltop's engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

RESOLUTION 19-06

**A RESOLUTION APPROVING TOWN ATTORNEY LEGAL SERVICES
ENGAGEMENT AGREEMENT**

WHEREAS, the Town is in need of Legal Services and has requested Williamson & Hayashi LLC provide that service; and

WHEREAS, the Board of Trustees finds that this Town Attorney 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 Town Attorney Legal Services Engagement Agreement (the “Agreement”) between the Town of Firestone and Williamson & Hayashi LLC is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

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

INTRODUCED, READ AND ADOPTED this 23rd day of January, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is between the Town of Firestone, a statutory town ("Town"), and Williamson & Hayashi, LLC ("Firm") under which the Firm shall perform legal services for the Town.

WHEREAS, the Board of Trustees of the Town have designated Williamson & Hayashi, LLC, ("Firm") as its Town Attorney, pending formal adoption of a resolution. William P. Hayashi, a member of said professional corporation shall serve as the primary representative of the Firm in providing the legal services for the Town; and

WHEREAS, the parties wish to enter into this Legal Services Agreement ("Agreement") setting forth the mutual terms and conditions thereof in order to serve the best legal interests of the Town, and promote the public confidence and Town's interest in securing legal services on behalf of the Town; and

WHEREAS, the Firm represents that it has the legal knowledge, expertise and support services requisite to providing legal services to the Town, as set forth in this Agreement.

NOW, THEREFORE, the Town and the Firm agree as follows:

1. Scope of Legal Services. The Firm will provide all legal services requested of it by the Town's Board and as may be otherwise referred by the Board pursuant to the direction of the Mayor, the Town Manager, and any other board, authority, commission or employee of the Town authorized by the Town's Board to request legal services of the Firm. Such services shall include, but are not limited to the following:

Serve as the chief legal officer and advisor to the Town.

Attend regular meetings of the Town's Board and attend special meetings of the Town Board as requested.

Attend meetings and conferences with the Town Board, as directed by the Mayor, Board, or the Town Manager; attend meetings and conferences of Town's boards, authorities and commissions, Town staff and officers as directed by the Town Manager; and provide training for the Board and other boards, authorities and commissions in legal matters as directed by the, Town Board, Mayor or the Town Manager.

Prepare and revise ordinances and resolutions.

Prepare and/or review contracts for services, goods, materials, real estate and

economic development, and other matters involving the Town, as directed.

Respond to all inquiries and communications of a general legal nature of the Town Board, and as may otherwise be authorized by the Board from the Mayor, members of the Town Board, the Town Manager, and the Town staff, including, but not limited to advice and counsel in connection with personnel matters, liquor licensing issues, and the various enterprise funds of the Town, when requested by Town staff.

Advise appropriate Town officials in a timely manner of their specific and continuing legal obligations both from a defensive posture (i.e., advising them after claims have been asserted) and from a prospective posture (i.e., avoiding potential problems before they manifest themselves).

Keep abreast and advise the Mayor, Town Board and the Town Manager of all roles, regulations and statutes of federal, state and local governmental entities, and all case law, that could, or should involve the Town; keep abreast of current legislative proposals; and regularly obtain continuing education in municipal law.

Represent the Town in its dealings and negotiations with federal, state and local governmental entities and agencies, special improvement districts and utilities, including reviewing or drafting intergovernmental agreements.

Represent the Town in litigation matters involving the Town, as directed.

Monitor litigation matters that are being actively handled by outside counsel and provide support to outside counsel appointed to handle certain legal matters, but only to the extent agreed to among the outside counsel, the Town Board and the Town staff. The Town historically has and intends to continue to contract with separate outside counsel for: (i) urban renewal matters; (ii) bond and special disclosure counsel services; (iii) municipal court prosecution services; and (iv) other legal services from time to time.

Attend Planning and Zoning Commission meetings and review land use documents and matters when requested by Town staff.

Perform such other duties as may be prescribed by the Town Board, or the Town Manager as directed or authorized by the Town Board.

2. Identification of Client. It is understood that Firm's client for purposes of its representation is the Town of Firestone, and not any of its individual members or constituents, or any other entities whose interests are being represented by those individuals.

3. Term, Termination, and Annual Performance Review. It is understood that the Town Attorney serves at the pleasure of the Town Board, and this Agreement shall therefore be for an indefinite term, until terminated by either party. The parties acknowledge that termination of the attorney-client relationship without sufficient advance notice can be detrimental to either or both parties. In the event of a voluntary termination by either party, reasonable advance notice shall be provided to the other to permit effective, reasonable and meaningful transition unless the Town Board determines in its sole discretion that sooner termination would serve the best interests of the Town. The advance notice period may be increased or decreased by mutual agreement of the parties. Both parties shall cooperate in any such transition.

The performance of the Firm, and each individual attorney working on Town matters, shall be reviewed by the Town Board at least annually, on or before February 1 in every year, commencing with an initial review on or before February 1, 2020.

4. Designated Town Attorney; Other Attorneys. The name of the Town Attorney within the Firm who will be primarily responsible for all legal services to be rendered to the Town is William P. Hayashi. The Town Attorney acting through its principal member, William P. Hayashi, may delegate legal tasks and projects to other attorneys in the Firm who have expertise in the area of the legal services requested.

The monthly billings of the Firm to the Town shall not include any charge for time spent by any attorney of the Firm in reviewing such bills or related documentation. The Town Attorney shall delegate legal tasks and projects only to attorneys who are capable of performing such tasks and projects independently and without the Town Attorney's constant supervision or control.

The Town reserves the right to obtain legal services from other attorneys by engaging special counsel, when the Town in its sole discretion believes the use of another attorney or Firm would be in the best interest of the Town. The Firm and its attorneys shall coordinate as needed with any such special counsel to accomplish the objectives of the Town.

5. Management. The Town Attorney will confer with the Town Manager whenever requested by the Town Manager to identify legal service priorities, and to manage the legal services budget. The Town may, in its sole discretion, require the Firm to provide cost estimates for certain non-recurring legal projects or special legally-related projects in advance of authorizing the work.

6. Compensation and Expenses. The Firm will charge the Town according to the following provisions:

A. General Legal Services. All legal services will be billed at the rate of \$185.00 per hour for legal services provided by an attorney within the Firm and \$85.00 for services provided by paralegals, or law clerks within the Firm. These rates shall remain in effect through

at least February 2020 and shall be subject to review, and revision thereafter as approved by the Town Board, but in no event shall the Firm seek an increase more than once per calendar year.

B. Travel Time. The Firm shall not bill the Town for travel time for travel to and from Firestone Town Hall or any other Town facility.

C. Other Expenses. The Firm shall not bill time to the Town for training or continuing education for any attorney, nor shall the Firm bill the Town routine expenses for copying, U.S. Mail, faxing, computer research costs, or mileage charges. In addition to the foregoing rates for legal services, the Firm may charge for its non-routine actual expenses, including but not limited to special delivery charges, extraordinary copying charges, expert witness and subpoena fees, filing fees, court costs, transcript or court record costs, reporter costs, and costs to prepare exhibits and electronic presentations.

D. Monthly Billings. The Firm will bill the Town on a monthly basis, for both fees and reimbursable costs and expenses. All bills will be submitted within 10 days after the end of the month when the work was performed. The Town agrees to make payment each month, within 30 days of the date the Town receives its statement.

E. Budget Limitations. Article XI, Sec. 6 of the Constitution of the State of Colorado imposes a limitation on political subdivisions from incurring contractual, unappropriated debt. The Town in the adoption of its annual municipal budget includes monies designated for the incurrence of legal services. Sufficient financial resources must otherwise be budgeted as is necessary for the Town to provide essential governmental services to the citizens of the Town of Firestone. Accordingly, notwithstanding the compensation and expenses particularized hereinabove, all legal services contemplated of the Firm shall be provided to the Town within the budget approved for the legal services hereunder, which shall constitute a cap on monies payable to the Firm for all of the services provided; unless the Town Board, upon application by the Firm, approves an additional amount, which monies are otherwise available in the annual budget serving as the source of the payment.

7. Billing Statement. The Firm will provide a computer generated billing statement each month setting forth the following information in a readable, detailed format:

- A. The date services are provided.
- B. The description of the services.
- C. The legal professional performing the services.
- D. The amount of time expended and cost.

E. A total of the cost of the services.

F. With respect to reimbursable costs and expenses, the billing statement will indicate the date, the description of the item of expense and the cost of the expense.

8. Conflicts of Interest. The Firm has no existing conflicts of interest nor, to its knowledge, does it have any potential conflicts of interest in connection with its representation of the Town. In the event that such a conflict or potential conflict should arise in the future, the Firm shall immediately disclose such conflict or potential conflict to the Mayor, the Town Board and the Town Manager, and unless otherwise required by the Colorado Rules of Professional Conduct, the Town, in its sole discretion, shall determine if the conflict is waivable; if the Town desires to waive the conflict or if the Town shall require the Firm to withdraw from the conflicting representation.

9. Governing Law. This Agreement shall be construed in accordance with, and governed by the laws of the State of Colorado and venue shall be in the District Court for Weld County, State of Colorado.

10. Amendment. This Agreement may be amended only by a written instrument signed by both of the parties hereto.

11. Additional Provisions.

A. The Firm and each attorney who is a member thereof, or affiliated therewith, shall, at all times hereunder, be covered by professional liability insurance (malpractice) in the minimum amount of \$1,000,000.

B. The Firm and each attorney who is a member thereof, or affiliated therewith, providing legal services to the Town shall at all times be licensed to practice law in the State of Colorado, and be in good standing. In the event that any attorney of the Firm is subjected to a disciplinary proceeding affecting the practice of law in Colorado, or in any other state, or is subjected to any private or public discipline, the Firm shall forthwith make immediate disclosure to the Town Board of the situation. The communication (except disclosure of a public discipline) shall be considered a confidential personnel issue and shall not be publicly disclosed or considered unless such disclosure is required by law, or the Town Board determines that disclosure is necessary to serve the public interest in maintaining the integrity of governmental operations. In executing this Agreement, the Firm consents and waives any objections to the disclosure terms hereof.

EXECUTED on _____, 2019, effective as of February 1, 2019.

TOWN OF FIRESTONE

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

WILLIAMSON & HAYASHI, LLC.

By: _____

William F. Hayashi

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.f.

Discussion/Action

Meeting Date: January 23, 2019

Initiated By: Jennifer Weinberger

Dept: Public Works/ Parks & Rec

AGENDA TITLE

Agreement between the Town of Firestone and Steelock, to provide professional services and install a perimeter fence at 7500 Pine Cone Ave, the Public Works Facility

SUMMARY

The Town has received 3 bids for fencing our Public Works Facility located at 7500 Pine Cone Ave. It has been recommended by our insurance carrier CIRSA, Flood & Peterson, as well as by Anfeald to have a perimeter fence installed at this location.

The fence will be a 6' rod iron along Pine Cone with 3 security gates, and the remaining area will be chain link. We work with Planning to ensure the O&G wells located on our property will have the appropriate access needed for the operators. Fencing the property will accomplish for the Town safety for the public as well as securing the property, vehicles and equipment at this location.

Steelock is also doing the fencing of our new Police Facility.

HISTORY AND PREVIOUS BOARD ACTION

CIRSA has recommended the Town fence our property for safety and security, and it was mentioned again on this last CIRSA walk through as an item that is highly recommended. Flood & Peterson, which is also one of our insurance carriers has recommended the same, as did Anfeald when they did the safety audit.

RECOMMENDATION

Staff recommends the Board approve the contract between the Town of Firestone and Steelock to put in the perimeter fence at 7500 Pine Cone Avenue, the Public Works Facility.

"I move to approve the contract between the Town of Firestone and Steelock for an amount not to exceed \$165,941."

ALTERNATIVES

The Board can give staff further direction

ATTACHMENTS

1. Steelock Contract 02012019
2. 3824_001 Steel lock

FINANCIAL CONSIDERATIONS

This item can be paid for utilizing funds carried over from the Public Works Overlay and Chip Seal in 2018.

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND STEELOCK
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 STEELOCK, a General Fence Contractor, hereinafter referred to as the "Consultant".

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Consultant for the purpose of providing professional services and installing a perimeter fence around the Public Works Facility at 7500 Pine Cone Avenue, Firestone, Colorado as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

- 4.1 The Town shall pay the Consultant for services under this agreement a total not-to-exceed ONE HUNDRED SIXTY-FIVE THOUSAND NINE HUNDRED FORTY-ONE DOLLARS (\$165,941.00) as 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.
- 4.2 The Consultant shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice

within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates Jennifer Weinberger 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 Weinberger and such person's designees.
- 5.2 The Consultant designates LARRY JENSEN 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 LARRY JENSEN, 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 February 1, 2019 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

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
 - 7.1.1 Workers' Compensation insurance 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 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 (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

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

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

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

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

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

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the Town:

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

If to the Consultant:

STEELock
General Fence Contractor
2690 E. 78th Avenue
Denver, Colorado 80229
303-295-1915
www.steelock.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.

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

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

CONSULTANT:

STEELock

By: 
Larry Jensen

Title: Vice President

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.

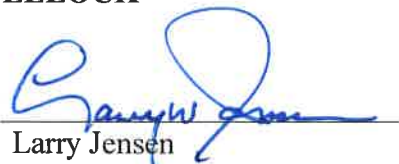
Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

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:

STEELock

By 
Larry Jensen

Title: Vice President

1-21-019
Date



GENERAL FENCE CONTRACTOR

2690 E. 78th Avenue - Denver, Colorado 80229
Phone (303) 295-1915 • Fax (303) 292-6473
www.steelock.com • Toll Free 888-569-5758



PROPOSAL

FOR: TOWN OF FIRESTONE
AT: FIRESTONE, CO
LETTING DATE:
ATTENTION: JENNIFER
Specifications by: JENNIFER

ESTIMATE NO.: 40993
DATE: 1/16/2019

FAX #
Addendum:

Drawing No. NONE

Dated:

FOR THE SUM OF: ONE HUNDRED SIXTY FIVE THOUSAND NINE HUNDRED FORTY ONE DOLLARS
\$165,941.00

PER YOUR REQUEST FOR BID STEELock GENERAL FENCE CONTRACTOR PROPOSES TO FURNISH AND INSTALL THE FOLLOWING ITEMS:

- A) APPROX. 1,496' L.F. OF 6' HIGH AMERISTAR MONTAGE CLASSIC 3 RAIL BLACK ORNAMENTAL FENCING INCLUDING ONE EACH 20' WIDE DOUBLE SWING AND TWO EACH 22' WIDE FULL CANTILEVER SLIDE GATES
- B) APPROX. 2,959' L.F. OF 6' HIGH GALVANIZED CHAIN LINK FENCE WITH THREE STRANDS OF BARBED WIRE.

ADD 1.5% FOR BOND IF REQUIRED

EXCLUSIONS: CLEARING OF FENCE LINE, STAKING OF CORNER OR GATE POST LOCATIONS, ANY CONCRETE CORING, COST OF PERMIT, ANY HYDRO DIGGING, PRIVATE LOCATES
SALES TAX INCLUDED? NO TERMS: NET

LOCATION OF ALL UNDERGROUND UTILITIES AND SPRINKLER LINES IS THE RESPONSIBILITY OF THE OWNER.

PROPOSAL IS GOOD FOR 14 DAYS FROM DATE OF QUOTE

STEELock ACCEPTS VISA AND MASTERCARD

FOR TEMPORARY CONSTRUCTION FENCE, CONTACT RANDY SIKKINK AT (303) 295-1915
YOU HAVE OUR PERMISSION TO FAX THIS REPLY TO (303) 292-6473

ACCEPTED: _____

STEELock GENERAL FENCE CONTRACTOR

BY: _____

BY: 

DATE: _____

Larry W. Jensen - Estimator

The Rocky Mountain Region's First Name in Commercial and Industrial Fencing