



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

February 13, 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. Consent Agenda**
 - 5.a.** Approval of January 23, 2019 BOT Reg Mtg Minutes
 - 5.b.** Approval of February 13, 2019 Payables
 - 5.c.** Consent to Assignment - FEI to Allen Plummer Associates
 - 5.d.** **Resolution 19-11**: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE OAK MEADOWS TOWNHOMES FINAL PLAT AND FINAL DEVELOPMENT PLAN
 - 5.e.** **Resolution 19-10**: A RESOLUTION AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE ASSIGNMENT OF SUBDIVISION AGREEMENT, SADDLEBACK FILING NO. 3
 - 5.f.** McClure Avenue Widening Geotechnical Engineering Services Contract First Amendment
- 6. Public Hearing**
 - 6.a.** Cottonwood Hollow Residential and Cottonwood Hollow Commercial Metropolitan Districts, Town of Firestone, County of Weld, State of Colorado
- 7. Discussion/Action**
 - 7.a.** Appointment and Swearing-in of Town Attorney and Municipal Court Judge

* 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.

7.b. Appointment of two (2) Planning Commission Members and two (2) Parks, Trails & Recreation Advisory Board Members.

7.c. Ramland Waterline Replacement Construction Contracts

- i) Award of Construction Contract
- ii) Award of Materials Testing Contract
- iii) Award of Construction Engineering Contract

7.d. **Resolution 19-09**: A RESOLUTION PRESCRIBING THE PAYMENT RATE FOR PAYMENTS OF CASH-IN-LIEU OF WATER RIGHTS DEDICATIONS TO THE TOWN OF FIRESTONE, COLORADO.

7.e. Town Manager Job Description

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

9. Reports

9.a. Staff

9.b. Mayor

9.c. Trustees

9.d. Committee Updates

10. Executive Session

10.a. An **Executive Session** pursuant to C.R.S. 24-6-402(4)(a) and (4)(e)(I) regarding the purchase of water resources and determining positions and developing strategy for negotiations and instructing negotiators for such matter.

10.b. An **Executive Session** in accordance with C.R.S. 24-6-402(4)(b) for conferences with Town Attorneys for the purpose of receiving legal advice on specific legal questions regarding the appointment of a Town Manager.

11. Report from Executive Session

12. Adjournment

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TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
January 23, 2019

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on January 23, 2019, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:02 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

Trustees: Don Conyac
George Heath
Samantha Meiring - late
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; Brad Grasmick, Water Attorney; Greg Ten Eyck, Water Engineer; & AJ Krieger, Interim Town Manager

2. PLEDGE OF ALLEGIANCE

Pledge was conducted by Mayor Sindelar.

3. APPROVAL OF AGENDA

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

4. PUBLIC COMMENT

None

5. PRESENTATION

Commissioner Scott James – County Year in Review

Cevin Hopp – Hopp Consulting LLC 11447 Colo Blvd, Firestone CO

6. CONSENT AGENDA

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

7. LOCAL LICENSING AUTHORITY – Public Hearing Item ‘a’ only

Open: 7:22 pm

Closed: 7:33 pm

Albert Quiroz owner, James Beimford, Attorney for Applicant, Carol Johnson with Esquire Petitioning Services LLC

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

Motion by Mayor Pro-tem Peterson, **second** by Trustee Jimenez, that the Local licensing Authority of the Town of Firestone find that the applicant is of good character, that the inhabitants of the neighborhood desire the license be granted, that the license will meet the reasonable requirements of the neighborhood, that all Town and State law requirements have been met and that, based on these findings, the Local Licensing Authority approve issuance of a Hotel and Restaurant Liquor License to Maya Grill & Cantina LLC dba Maya Grill & Cantina, 11078 Cimarron St Units A & B, Firestone CO.

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

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

Adam Strapen, Attorney and Adam Williams Corporate Affairs Director

Motion by Trustee Conyac, **second** by Mayor Pro-tem Peterson, to approve the Application for a Modification of Premises for Dillon Companies dba King Soopers #105.

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

8. DISCUSSTION/ACTION ITEMS

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

Motion by Trustee Sharp, **second** by Trustee Conyac, to Award Contract of Pre-Procurement of Ultrafiltration Membranes to Evoqua in an amount to not exceed \$646,510.00 and give authorization to the Mayor to sign. **Roll Call Vote:** Mayor Pro-tem Peterson – yes, Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes. All in Favor, **Motion carried.**

b. Consideration for Approval of Anfeald Contract

Motion by Trustee Meiring, **second** by Trustee Conyac, to approve Contract to Anfeald LLC in an amount to not exceed \$110,000.00, to be effective January 24, 2019 and to give authorization to the Mayor to sign. **Roll Call Vote:** Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes, Mayor Pro-tem Peterson - yes. All in Favor, **Motion carried.**

c. 2019 Wooster Avenue Waterline Design Contract

Motion by Mayor Pro-tem Peterson, **second** by Trustee Meiring, to approve the 2019 Wooster Avenue Waterline Design Contract with Colorado Civil Group, Inc. in an amount not to exceed \$23,000.00 and to give authorization to the Mayor to sign. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac - yes. All in Favor, **Motion carried.**

2019 Wooster Avenue Street Replacement Design Contract

Motion by Trustee Jimenez, **second** by Trustee Sharp, to approve the 2019 Wooster Ave Street Replacement Design Contract with Colorado Civil Group, Inc. in an amount not to exceed \$32,000.00 and to give authorization to the Mayor to sign. **Roll Call Vote:** Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee

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

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

Motion by Trustee Conyac, **second** by Mayor Pro-tem Peterson, to approve **Resolution 19-06:** A RESOLUTION APPROVING A FINANCIAL ADVISORY SERVICES ENGAGEMENT FOR A TOWN OF FIRESTONE LEASE-PURCHASE AGREEMENT AND ISSUANCE OF CERTIFICATES OF PARTICIPATION. **Roll Call Vote:** Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes, Mayor Pro-tem Peterson - yes. All in Favor, **Motion carried.**

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

Motion by Trustee Meiring, **second** by Trustee Jimenez, to approve **Resolution 19-07:** A RESOLUTION APPROVING TOWN ATTORNEY LEGAL SERVICES AGREEMENT FOR THE TOWN OF FIRESTONE. **Roll Call Vote:** Mayor Pro-tem –yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac - yes. All in Favor, **Motion carried.**

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

Motion by Trustee Meiring, **second** by Trustee Heath, to approve Contract with Steelock in an amount to not exceed \$165,941.00 and to give authorization to the Mayor to sign. **Roll Call Vote:** Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes. All in Favor, **Motion carried.**

9. PUBLIC COMMENT * (maximum time permitted for all Public Comment is 30 minutes)
Connie Whitlow – Mayor, Town of Mead

10. REPORTS

a. Staff – Police Chief Report year end summary; Interim Town Attorney Resolution in support of re: HB 19-1084 - Public Noticing for Urban Renewal Plan to come back at February 13, 2019 BOT Meeting.

b. Mayor

c. Trustees

Firestone Day at the Capitol

Meeting with CML re: Sales Tax issue with Zip Code concerns

DRCOG – 4 year plan – Colo Blvd/Hwy 66 Improvements and/or Firestone Trail across Hwy 66 Overpass/underpass (CDOT)

Code of Conduct for Elected Officials – Draft Copy

CORA – Policy – to be reviewed by Town Attorney

d. Committee Updates

11. EXECUTIVE SESSION **Open:** 8:51 pm **Closed:** 11:38 pm

a. 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).

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

Motion by Trustee Meiring, **second** by Mayor Pro-tem Peterson, to adjourn into 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) and for a conference with the Town Attorney for the purpose of receiving legal advice on a specific legal question under C.R.S. 24-6-402(4)(b). . **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 and AJ Krieger, Interim Town Manager

Report from Executive Session

No Report

12. ADJOURNMENT

Motion by Trustee Heath, **second** by Trustee Conyac, to adjourn meeting at 11:40 pm.

Motion passed, all in favor.

Introduced and Approved this 13th day of February, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

Payables Summary

Accounts Payable Report

February 13, 2019

of Invoices - 418

\$ 781,772.59

[illegible]

AP Adjustments between Invoice Register, Unpaid Report, Paid Report

Kerr McGee	3 Past small invoices, hold on paying	\$	0.77
Drive Train Industries	Credit on Account	\$	(105.76)

Total (to match Board AP Detail Reports)

For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

Vendor	Amount
Total 24/7 Networks, Inc.:	18,596.90
Total 4 RIVERS EQUIPMENT:	1,697.53
Total ACE HARDWARE OF FIRESTONE:	461.28
Total ACUITY, LLC:	49,399.57
Total ADAMSON POLICE PRODUCTS:	44.91
Total Adcon Signs, Inc:	3,995.00
Total Agency 360:	1,194.00
Total AIRE-MASTER OF NORTH DENVER:	39.00
Total ALBERTSONS/SAFEWAY, INC.:	141.34
Total AMAZON:	2,127.58
Total AMERICAN DISPOSAL SERVICES OF COLORADO:	170.00
Total ANFEALD, LLC:	1,914.15
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	61,274.77
Total ANYTIME FITNESS:	352.50
Total APEX SHREDDING, INC.:	80.00
Total ARBORADO TREE CARE:	350.00
Total ASCAP:	358.14
Total B K TIRE, INC:	1,241.80
Total BARCO MUNICIPAL PRODUCTS INC:	192.50
Total BEARCOM:	489.00
Total Black Hills Energy:	2,323.06
Total Black Hills Energy: PD Facility	18,482.97
Total BROWNSTEIN HYATT FARBER SCHRECK:	15,000.00
Total BUTLER SNOW LLP:	407.50
Total CARBON VALLEY CHAMBER OF COMMERCE:	380.00
Total CARBON VALLEY HALF MARATHON:	1,000.00
Total CARBON VALLEY PRINTING:	69.90
Total CASELLE, INC.:	3,988.00
Total CENTRAL WELD COUNTY WATER DISTRICT:	23.30
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	37,569.42
Total CENTURY LINK:	99.14
Total CESARE, INC:	3,285.00
Total CHEM SCREEN, INC:	55.00
Total CHEMATOX LABORATORY INC:	343.00
Total CIRSA:	2,000.00
Total CITRIX SHAREFILE, LLC:	1,200.00
Total CIVIC PLUS, INC:	7,257.14
Total COALRIDGE ANIMAL HOSPITAL, INC:	103.19
Total COLORADO ASSOC OF ANIMAL CONTROL OFFICER:	135.00

Vendor	Amount
Total COLORADO CIVIL GROUP INC.:	48,015.28
Total COLORADO DEPARTMENT OF AGRICULTURE:	132.00
Total COMCAST CABLE-0319130- CALIFORNIA:	297.87
Total COMCAST-PHILADELPHIA:	273.08
Total COOPERATIVE PERSONNEL SERVICES:	450.00
Total CREATIVE MAP SOLUTIONS, LLC:	487.50
Total DANA KEPNER COMPANY, INC.:	19,082.23
Total DELTA DENTAL OF COLORADO, INC:	3,814.37
Total DENVER REGIONAL COUNCIL OF GOVERNMENTS:	3,600.00
Total DOG WASTE DEPOT:	132.99
Total DRIVE TRAIN INDUSTRIES INC:	105.76-
Total ELDORADO ARTESIAN SPRINGS, INC.:	303.90
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	819.31
Total EMPLOYERS COUNCIL SERVICES, INC:	1,480.00
Total ENVIROTECH SERVICES, INC.:	8,346.40
Total Escrow Deposit Refunds:	16,240.00
Total ESRI:	28,000.00
Total EWING AUTO PARTS, INC.:	12.90
Total EXTREME EVENT PRODUCTIONS:	1,500.00
Total FACTORY MOTOR PARTS CO.:	37.05-
Total FORESTRY SUPPLIERS INC:	1,320.76
Total FREDERICK - FIRESTONE FIRE PROTECTION:	99.60
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	72.50
Total FRONTIER BUSINESS PRODUCTS:	1,949.87
Total FRONTIER COMPUTER CORP.:	3,484.79
Total G & G EQUIPMENT INC:	604.94
Total GIT-R-DONE PEST CONTROL INC:	2,950.50
Total GLOCK PROFESSIONAL, INC:	350.00
Total GRAINGER:	2,655.28
Total GRAVES CONSULTING LLC:	3,298.72
Total GREEN GIRL RECYCLING SERVICES:	412.80
Total HALCYON DESIGN LLC:	6,255.48
Total HEALTHIEST YOU:	630.00
Total HOME DEPOT CREDIT SERVICES:	3,022.99
Total INTERNATIONAL ASSOC OF CHIEFS OF POLICE:	190.00
Total INTERSTATE BATTERY OF THE ROCKIES:	235.90
Total INTERSTATE FORD:	753.46
Total KATHLEEN A. OATIS:	1,430.00
Total KELLY, P.C.:	16,536.98

Vendor	Amount
Total KENZ & LESLIE DISTRIBUTING CO.:	250.50
Total KERR-MCGEE OIL & GAS ONSHORE:	.77
Total KG CLEAN, INC:	1,706.50
Total KINSCO, LLC:	314.95
Total LAND TITLE-FT COLLINS:	790.00
Total LAWRENCE JONES CUSTER GRASMICK, LLP:	8,954.06
Total LEONARD RICE ENGINEERS, INC:	103,577.75
Total LIFE STORIES:	250.00
Total LONGMONT FORD, INC:	62.58
Total LONGMONT HUMANE SOCIETY:	1,083.33
Total LONGMONT TROPHY & ENGRAVING:	88.40
Total MAIN STREET MAT COMPANY, INC:	238.64
Total MATCO TOOLS:	348.10
Total MCDONALD FARMS ENTERPRISES, INC:	447.00
Total MCI:	49.51
Total MIRACLE RECREATION EQUIPMENT CO.:	1,673.07
Total MISC VENDOR:	80.00
Total MUNICIPAL CODE CORPORATION:	1,315.00
Total MUTUAL OF OMAHA INSURANCE CO:	5,205.23
Total NEXTERA HEALTHCARE:	1,271.00
Total NORTHERN COLORADO CONSTRUCTORS, INC:	1,990.00
Total O.J. WATSON COMPANY, INC.:	2,400.00
Total OFFICE DEPOT INC:	324.42
Total O'REILLY AUTO PARTS:	254.64
Total ORKIN PEST CONTROL, INC:	191.52
Total PAUL D. BASSO:	1,000.00
Total PITNEY BOWES PURCHASE POWER:	1,005.00
Total PRE ACTION FIRE, INC:	1,530.00
Total PUBLIC AGENCY TRAINING COUNCIL:	525.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	100.00
Total RARESTEP, INC:	102.69
Total REDNECK TRAILER SUPPLY:	68.16
Total RENEWABLE FIBER, INC.:	7,188.00
Total RESTITUTION / COURT REFUNDS:	425.00
Total ROSA LUCAS:	75.00
Total RURAL DITCH COMPANY:	3,000.00
Total S & B PORTA-BOWL RESTROOMS, INC:	195.00
Total SAFE BUILT COLORADO INC:	32,625.24
Total SAFETY AND CONSTRUCTION SUPPLY INC:	332.05

Vendor	Amount
Total SAM'S CLUB - VENDOR:	73.40
Total SHERWIN WILLIAMS CO.:	361.66
Total STEVE BALCEROVICH:	1,250.00
Total SUMMIT BODYWORKS, INC:	3,706.32
Total THK ASSOCIATES, INC.:	12,848.75
Total TIMBERLAN, INC:	13,267.25
Total TJH ENTERPRISES:	1,900.00
Total TRACTOR SUPPLY COMPANY:	510.93
Total TRANSWEST TRUCK TRAILER RV:	23.09
Total UME CUSTOM EMBROIDERY:	418.16
Total UNITED POWER:	3,020.89
Total VALLI INFORMATION SYSTEMS:	3,217.18
Total VANCE BROTHERS INC:	40.00
Total VERIZON WIRELESS:	4,573.82
Total VISION SERVICE PLAN - VSP:	605.27
Total WANDS & WISHES OCCASIONS:	50.00
Total WELD COUNTY ACCOUNTING DEPARTMENT:	36,314.08
Total WELD COUNTY TREASURER:	2,284.46
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	385.00
Total WICKHAM TRACTOR CO, Inc:	96,756.42
Total WORK WEAR SAFETY SHOES:	139.50
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	200.00
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,742.13
Total :	781,667.60
Grand Totals:	781,667.60

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c.

Consent Agenda

Meeting Date: February 13, 2019

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Consent to Assignment - FEI to Allen Plummer Associates

SUMMARY

FEI Engineers joined Alan Plummer Associates on January 1, 2019 and since has changed their name. Since this change has taken place the agreement the Town of Firestone has with FEI for the design of the St. Vrain Water Treatment Plant will need to be assigned to Alan Plummer Associates.

HISTORY AND PREVIOUS BOARD ACTION

On December 12, 2019, the Board of Trustees approved an agreement between the Town of Firestone and FEI Engineers for design work for the St. Vrain Water Treatment Plant.

RECOMMENDATION

Staff recommends the Board of Trustees approve consent to assignment.

ALTERNATIVES

The Board may choose not to approve the Consent to Assignment, and provide Staff with additional direction.

ATTACHMENTS

1. Contract to Assignment
2. 2019 Consulting Agreement with FEI Engineers-Signed

FINANCIAL CONSIDERATIONS

None at this time.

CONSENT TO ASSIGNMENT

This Consent to Assignment is entered into this 1st day of January 2019.

WITNESSETH THAT:

WHEREAS, the undersigned is a party to an Agreement dated December 12th, 2018 (the "Agreement") between the undersigned and FEI Engineers, Inc. (the "Assignor");

WHEREAS, pursuant to an Asset Purchase Agreement to which Alan Plummer Associates, Inc. (the "Assignee") and Assignor are parties, and pursuant to a certain Bill of Sale and Assignment and Assumption Agreement thereunder (the "Assignment Agreement"), all rights, liabilities and obligations of the Assignor to and under the Agreement are proposed to be assigned to Assignee; and

WHEREAS, the Assignor, the Assignee, and the undersigned desire to acknowledge the undersigned's consent to the assignment of the Agreement.

NOW, THEREFORE, the undersigned makes the following covenants and representations upon which the Assignor and the Assignee may rely.

Section 1. The undersigned hereby consents to the execution of the Assignment Agreement.

Section 2. Upon the execution of the Assignment Agreement the undersigned shall look solely to the Assignee for the performance of all obligations under the Agreement, and the Assignor and all affiliates thereof shall be discharged and released from all rights, obligations and liabilities thereunder, it being acknowledged by the undersigned that the execution of the Assignment Agreement shall constitute a complete novation.

Section 3. To the best knowledge of the undersigned, there exists no event of default by the Assignor under the Agreement or event which, with the passing of time or the giving of notice, would constitute an event of default.

IN WITNESS WHEREOF, the undersigned executes this Consent to Assignment as of the first date above written.

By: _____

Title: _____

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND FEI ENGINEERS, INC.
FOR ENGINEERING SERVICES**

1. PARTIES

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the "Town", and **FEI Engineers, Inc.**, a Colorado corporation, hereinafter referred to as the "Consultant".

2. RECITALS AND PURPOSE

- 2.1. The Town desires to engage the Consultant for the purpose of providing engineering services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2. The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3. SCOPE OF SERVICES

- 3.1. The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The Consultant shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other consultants to provide the same or similar services during the term of this Agreement.
- 3.2. In addition to the Services described in Exhibit A, the Town may prepare, with the assistance of FEI, work orders, containing, at a minimum, the following information: (1) the specific tasks and deliverables FEI must perform; (2) FEI's budget; (3) the Town's maximum payment obligation under the subject work order; and (4) the completion date for the subject work order. FEI shall be compensated for work orders on an hourly basis at the hourly rates set forth in Exhibit A, subject to the agreed upon maximum payment obligation. After the work order has been finalized and agreed to by the Town and FEI, the Town may issue a notice to proceed obligating FEI to begin performance of the subject work order. FEI shall not commence work on any work order until it has received the applicable notice to proceed. Notice to proceed may be sent by email.
- 3.3. The Town reserves the right to amend any work order that has been issued under this Agreement by altering, reducing, increasing, or eliminating specific tasks and deliverables. If the Town desires to amend a work order that has been issued, then the Town shall notify FEI of the contemplated change ("Notice of Change Order"). Upon receiving the Notice of Change Order FEI shall provide: (1) an estimate of the increase or decrease, if any, to FEI's budget due to the contemplated change and (2) the estimated change in the completion date of the subject work order, if any. The Town may instruct FEI in the Notice of Change Order to suspend work on any identified task or deliverable affected by a contemplated change, pending the Town's decision to proceed with the change. When instructed, FEI shall suspend work on any identified task or deliverable affected by a contemplated change. If it elects to make the change, the Town shall issue a change order

amending the subject work order and providing FEI with a corresponding Notice to Proceed. FEI shall not commence work on any change order until it has received the applicable notice to proceed.

4. COMPENSATION

- 4.1. The Town shall pay the Consultant for services requested and rendered under this Agreement as set forth in Exhibit "A". The Town's maximum payment obligation under this Agreement, excluding work orders finalized and agreed to by the Town and FEI, shall not exceed the not-to-exceed amount set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the Town Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2. The Consultant shall submit monthly an invoice to the Town for the per-month amount set forth in Exhibit A for Services rendered in the previous month, 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. PROJECT REPRESENTATION

- 5.1. The Town designates Julie Pasillas, Director of Community Resources, as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Director of Community Development and such person's designees.
- 5.2. The Consultant designates Patrick O'Brien, Principal, as its principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Patrick O'Brien, 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. TERM

The term of this Agreement shall be 1/1/2019 to 12/31/2019, 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. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, the Town shall immediately notify Consultant of such occurrence, and this Agreement shall terminate effective December 31 of the then-current fiscal year.

7. INSURANCE

- 7.1. The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
 - 7.1.1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract. Evidence of qualified self-insured status may be substituted.
 - 7.1.2. Automobile liability and physical damage insurance and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by Colorado law (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
 - 7.1.3. Professional liability insurance against errors and omissions with minimum combined single limits of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate.
 - 7.1.4. General liability insurance with minimum combined single limits of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate.
- 7.2. The Consultant's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests' provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3. Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written

notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
- 7.5. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8. INDEMNIFICATION

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

9. 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. 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. ASSIGNMENT

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

12. 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. 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. 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. 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 ("Consultant Deliverables") are and shall remain the exclusive property of the Town. All Consultant Deliverables 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.

The Town shall not make any modification to the Consultant Deliverables without the prior written authorization of the Consultant. Any and all liability arising out of unauthorized changes made to Consultant Deliverables by the Town or persons other than Consultant, its employees, officers, agents or subcontractors, is waived against Consultant.

16. 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.

17. 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. 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. 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 email, addressed to the party for whom it is intended at the following addresses:

If to the Town:

Town of Firestone
Attn: Director of Community Resources
151 Grant Ave.
Firestone, Colorado 80520
Telephone: (303) 833-3291
Email: jpasillas@firestoneco.gov

If to the Consultant:

Patrick O'Brien
FEI Engineers, Inc.
5325 South Valentia Way
Greenwood Village, CO 80111
Telephone: (303) 928-1348
Email: patrick.obrien@feiengineers.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 email receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20. EQUAL OPPORTUNITY EMPLOYER

- 20.1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or

national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

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

21.0 GOVERNING LAW, DISPUTE RESOLUTION, VENUE & SEVERABILITY

The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder that cannot be resolved through negotiation between the parties, the Town and the Consultant agree that the dispute shall be submitted to nonbinding mediation prior to either party resorting to litigation. Mediation costs shall be borne equally by the parties. Notwithstanding the foregoing, nonbinding mediation shall not be required for determinations of liability or fault pursuant to section 8 of this Agreement. Any dispute not resolved through negotiation or mediation shall be resolved in the District Court of Weld County of the State of Colorado, and in no other court. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

22.0 NO THIRD PARTY BENEFICIARIES

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

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

Town:

TOWN OF FIRESTONE

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Consultant:

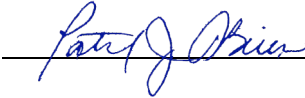
FEI Engineers, Inc.

By: _____

Print Name: _____

Title: _____

Date Signed: _____



Patrick O'Brien

Principal

12/07/18

Attest

Print Name: _____

Title: _____

Attest

Print Name: _____

Title: _____



Heather Harris

Executive Assistant

Exhibit A – Scope of Services

FEI will provide professional services based upon our understanding of the project and its objectives. The proposed scope of services is based upon the attached schedule.

Preliminary Design Phase:

The Preliminary Design Phase will be based upon the recommendations from the Conceptual Design Phase. We will develop the following preliminary design phase components.

- Preliminary Engineering
- Preliminary Drawings
- Outline Technical Specifications
- Preliminary Opinion of Probable Cost

Meetings: we have planned for one progress meeting and one review meeting during the preliminary design phase.

We will email meeting agendas and supporting documents a minimum of two working days before the meeting; and prepare and email meeting notes within one week after the meeting concludes.

Budget: \$35,000

60% Design Phase (CDPHE REVIEW SET)

The 60% (CDPHE REVIEW SET) Design Phase will follow the preliminary design phase. Based upon the comments received from the preliminary design review meeting, we will develop the 60% Design Phase components.

- 60% Engineering
- 60% Drawings
- 60% Technical Specifications
- CDPHE Basis of Design Report
- CMAR collaboration.
- Review of the CMAR GMP; provide recommendation of award.
- Prepare and execute construction phase CMAR documents.

Meetings: we have planned for two progress meetings and one review meetings during the 60% design phase.

We will email meeting agendas and supporting documents a minimum of two working days before the meeting; and prepare and email meeting notes within one week after the meeting concludes.

Budget: \$190,000

Final Design Phase

The Final Phase will run concurrently with the Construction Phase and the continued progression through the CDPHE approval process of the 60% Design Phase and the Select a Construction Manager at Risk (CMAR) Phase.

Based upon the comments received from the 60% design review meeting, we will develop the final design phase components.

- Final Engineering
- Final Drawings
- Final (Abbreviated) Technical Specifications

Meetings: we have planned for one review meeting during the final design phase (the remainder are assigned to the construction phase).

Budget: \$130,000

Construction Phase

The Construction Phase services will include:

- Progress Meetings
- Office Engineering (RFI's, WCD's, FO's, RFCO's)
- Periodic Site Visits and Start Up Assistance
- Submittal Reviews
- CMAR Application for Payment Reviews
- Substantial Completion Inspection and Reporting
- Final Completion Inspection and Reporting

Budget: \$155,000

This Agreement will be billed under FEI Project _____.

Consideration

We will invoice the Town of Firestone on a time and material basis per month for the period of December 26, 2018 through December 25, 2019, not to exceed \$ 510,000. Compensation for periods less than one month shall be prorated based on the number of working days in the month. Consultant's lump sum fee is based on the following hourly rates for its employees:

2019 Rates

*Billing rates effective 1/1/2019
through 12/31/2019*

*Billing rates adjusted
annually*

*Direct expenses will be
invoiced along with monthly
labor costs*

Management & Engineering Personnel

Rate per Hour, \$

Principal Engineer

225-290

Senior Technical Specialist

182

Senior Project Manager

182-240

Discipline Lead

182-270

Project Manager

160-195

Senior Engineer

155-170

Project Engineer II

140-145

Project Engineer I

135-140

Engineer III

125

Engineer II

120

Engineer I

115

Specialty

Senior Resident Project Representative

125

Resident Project Representative

120

Senior Designer

120-140

CAD Designer

110-120

CAD Technician

85-90

Support Personnel

Administrative

85-120

Direct expenses will be charged at actual cost plus 10% for handling and insurance. Incidental expenses such as miscellaneous copying, telephone service and computer equipment are included in the engineer's fee. Reimbursable (direct) expenses may include but are not limited to: Additional outside professional services provided beyond those stipulated in the scope of work; Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work; Postage, courier fees, and shipping; Project vehicle mileage (which will be charged at the current IRS rate); Owner-approved, project-related purchases; Project business meals and lodging; Resident project engineer equipment and rental; and Printed photos.

Any changes to Consultant's hourly rates will be communicated to the Town, and shall not take effect unless and until such changes are approved by the Firestone Town Board.

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.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d.

Consent Agenda

Meeting Date: February 13, 2019

Initiated By:

Dept: Planning & Zoning

AGENDA TITLE

Resolution 19-11: A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE OAK MEADOWS TOWNHOMES FINAL PLAT AND FINAL DEVELOPMENT PLAN

SUMMARY

Staff has received a request from the representative of the Oak Meadows Townhomes to extend the recording deadline for the Final Plat and Final Development Plan (FDP) to April 24, 2019. A resolution approving this extension is attached for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

The plat and FDP application was approved by Resolution No.18-37 by the Board of Trustees at the September 26, 2018 regular meeting. Per the Town's Development Regulations, the plat, FDP, 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 application 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. Extension Request 20190121
2. Reso No. 19-11 Oak Meadows Townhomes Recording Extension

FINANCIAL CONSIDERATIONS



TFG Design, LLC
138 E 4th Street, STE 1
Loveland, Colorado 80537

Monday, January 21, 2019

Tracy Case, Senior Planner
Town of Firestone – Planning & Development
8308 Colorado Blvd, Suite 200
Town of Firestone, CO 80504

RE: Oak Meadows Townhomes – Recordation Extension Request

Dear Ms. Case,

On behalf of our client Joe Tarantino, we are requesting a 90-day extension of the January 24, 2019 final mylar recording deadline for the Oak Meadows Townhomes. The requested deadline for recordation of this project would be April 24, 2019. As we are very close to finalizing the required items, we are in need additional time to coordinate all the final documents.

Should you have any questions about this request please feel free contact me.

Sincerely,
The FronTerra Group

David L. Kasprzak, PLA + LEED AP

cc: Joe Tarantino

RESOLUTION NO. 19-11

A RESOLUTION EXTENDING THE RECORDING PERIOD FOR THE OAK MEADOWS TOWNHOMES FINAL PLAT AND FINAL DEVELOPMENT PLAN

WHEREAS, on September 26, 2018, the Board of Trustees for the Town of Firestone adopted Resolution No. 18-37 approving with conditions a Final Plat and Final Development Plan for Oak Meadows Townhomes; 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 development plan 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 Oak Meadows Townhomes 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 Oak Meadows Townhomes application.

INTRODUCED, READ AND ADOPTED this 13th day of February, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e.

Consent Agenda

Meeting Date: February 13, 2019

Initiated By: Todd Bjerkaas

Dept: Planning & Zoning

AGENDA TITLE

Resolution 19-10: A RESOLUTION AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE ASSIGNMENT OF SUBDIVISION AGREEMENT, SADDLEBACK FILING NO. 3

SUMMARY

On October 17, 2018, Sterling Corporation, the developer of Saddleback Filing No. 3, entered into a Subdivision Agreement with the Town of Firestone. The Subdivision Agreement details the rights and obligations of the developer and the Town in order to construct Filing No. 3 of the subdivision.

Sterling desires to convey lots and tracts and assign the Subdivision Agreement along with its rights and obligations including the improvement surety to Melody Homes. Consistent with Section 8.4 of the Subdivision Agreement, Sterling has provided advance notice of this assignment and has requested written approval by the Town.

HISTORY AND PREVIOUS BOARD ACTION

On October 17, 2018, Sterling Corporation, the developer of Saddleback Filing No. 3, entered into a Subdivision Agreement with the Town of Firestone.

RECOMMENDATION

Staff recommends that the Board approve the attached resolution authorizing the Mayor to sign the Assignment of Subdivision Agreement, Saddleback Filing No. 3.

ALTERNATIVES

ATTACHMENTS

1. Reso 19-10 Saddleback F3 Assignment Approval

FINANCIAL CONSIDERATIONS

None

RESOLUTION NO. 19-10

**A RESOLUTION AUTHORIZING THE APPROPRIATE TOWN OFFICIAL
TO SIGN THE ASSIGNMENT OF SUBDIVISION AGREEMENT,
SADDLEBACK FILING NO. 3**

WHEREAS, on October 17, 2018, Sterling Corporation (“Sterling”), a Colorado corporation, entered into a Subdivision Agreement (“Agreement”) for Saddleback Filing No. 3 with the Town of Firestone (“Town”) and such agreement was recorded in the records of the Clerk and Recorder of Weld County, Colorado at Reception No. 4440397 on October 22, 2018; and

WHEREAS, Section 8.4 of the Agreement permits the assignment of the Agreement to other parties upon written approval of the Town; and

WHEREAS, Sterling provided advance notice as required in Section 8.4 of the Agreement to the Town of its intent convey lots and tracts in Saddleback Filing No. 3 to Melody Homes, Inc. (“Melody”), and assign the rights and obligations of the Agreement to Melody; and

WHEREAS, Sterling and Melody request approval of the Assignment of Subdivision Agreement by the Town; and

WHEREAS, the Board of Trustees of the Town of Firestone, Colorado, considered the Assignment of Subdivision Agreement, Saddleback Filing No. 3, attached here to as Exhibit A, on February 13, 2019; and

**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 approves the Assignment of Subdivision Agreement, Saddleback Filing No. 3, and authorizes the appropriate Town Official to sign and bind the Town to the Agreement.

INTRODUCED, READ AND ADOPTED this 13th day of February, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

Exhibit A
Assignment of Subdivision Agreement
Saddleback Filing No. 3

**ASSIGNMENT OF SUBDIVISION AGREEMENT
SADDLEBACK FILING NO. 3**

THIS ASSIGNMENT OF SUBDIVISION AGREEMENT ("Assignment") is made and entered into this _____ day of _____, 2019, by and between the TOWN OF FIRESTONE, a Colorado municipal corporation ("Town"), STERLING CORPORATION, a Colorado Corporation ("Sterling"), and MELODY HOMES, INC., a Delaware corporation ("Melody") with reference to that certain SUBDIVISION AGREEMENT for SADDLEBACK FILING NO. 3, which Agreement was recorded October 22, 2018 at Reception No. 4440397 in the Office of the Weld County Clerk and Recorder, (the "Agreement").

WHEREAS, Sterling is under contract to sell to Melody all Lots and Tracts within Saddleback Filing No. 3, excluding Tracts C, D, E, F and H, as legally described in Exhibit A attached hereto; and

WHEREAS, Section 8.4 of the Agreement requires Sterling to provide to the Town for approval written notice of any proposed transfer of all or any portion of Sterling's obligations under the Agreement to any successor, as well as arrangements for the proposed transfer, assignment or delegation of the improvement obligations of the Agreement; and

WHEREAS, Sterling has notified the Town it will assign to Melody, as a condition of the sale of the Lots, all of its obligations under the Agreement, and Sterling has requested the Town approve such assignment; and

WHEREAS, as required by Section 1.11 of the Agreement, Sterling has posted cash in the amount of \$1,414,118.70 to guarantee completion of the improvements required by the Agreement.

NOW THEREFORE, in consideration of the recitals, promises, covenants and undertakings herein set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the Town, Sterling and Melody agree as follows:

1. The foregoing recitals are hereby confirmed and made a part of this Assignment.
2. Sterling hereby assigns, sets over and transfers to Melody all of Sterling's right, title and interest in and to the Agreement. Melody hereby assumes and agrees to perform all of the terms and covenants of the Agreement as Subdivider, as that term is defined in the Agreement.
3. The Town hereby approves the foregoing assignment in accordance with Section 8.4 of the Agreement; provided, however, that such approval does not relieve Sterling of any obligations or liabilities accruing prior to the effective date as set forth in paragraph 5 of this Assignment.
4. Melody shall provide the Town an Improvement Guarantee in a form and in the amount required by Section 1.11 of the Agreement. Such Improvement Guarantee shall be maintained in accordance with and shall otherwise be subject to all terms and requirements of the

Agreement. Upon receipt of an Improvement Guarantee meeting the requirements of the Agreement, the Town shall return to Sterling the Improvement Guarantee cash posted by it.

5. This Assignment shall become effective upon full execution by the parties hereto. Upon this Assignment becoming effective, Sterling shall have no further obligations or liabilities under the Agreement.

6. This Assignment may be executed in one or more counterparts, and when all counterparts are so signed, the sum of them shall be considered the original and shall be deemed to have been signed as one integrated document.

7. Except as set forth in this Assignment, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Town, Sterling and Melody have executed this Assignment of Subdivision Agreement as of the day and year first above set forth.

TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

STERLING CORPORATION,
a Colorado Corporation

By: *M. Palkowitsh*
Printed Name: Marcus Palkowitsh
Title: President

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 4th day of February, 2019, by Marcus Palkowitsh, as President of Sterling Corporation, a Colorado corporation.

Witness my hand and official seal.

My commission expires: December 5, 2021

SHANNON TWEEDY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034014037
MY COMMISSION EXPIRES DECEMBER 5, 2021

(SEAL)

Shannon Tweedy
Notary Public

MELODY HOMES, INC.
a Delaware Corporation

By: *RM*

Printed Name: RON MULLENBACH

Title: ASSISTANT VICE PRESIDENT

ACKNOWLEDGMENT

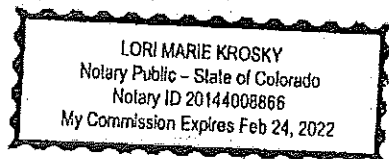
STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 4 day of February, 2019, by Ron Mullenbach, as Assistant Vice President of Melody Homes, Inc., a Delaware corporation.

Witness my hand and official seal,

My commission expires: Feb 24, 2022

(SEAL)



Lori Marie Krosky
Notary Public

Exhibit A

LEGAL DESCRIPTION

All of:

Lots 1-34, Block 1

Lots 1-21, Block 2

Lots 1-25, Block 3

Tracts A, B1, B2, C, D, E, F, G, H, and J

As more particularly described on the Final Plat of Saddleback Filing No. 3, recorded in the office of the Weld County Clerk and recorder on October 22, 2018 at Reception No. 4440395, Town of Firestone, County of Weld, State of Colorado.

**FIRST AMENDMENT TO AN AGREEMENT BY AND BETWEEN THE TOWN OF
FIRESTONE AND CESARE, INC.
FOR GEOTECHNICAL ENGINEERING SERVICES
(MCCLURE AVENUE WIDENING)**

THIS FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT is made and entered into effective as of the ____ day of _____, 2019, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation, hereinafter referred to as the "Town", and **CESARE, INC.**, a Colorado corporation, hereinafter referred to as the "Consultant," with reference to that certain Consulting Services Agreement between the Town and Consultant executed by the Town on July 11, 2018 and hereinafter referred to as the "Original Agreement."

WHEREAS, Consultant's services under the Original Agreement were for the geotechnical engineering field services for the project; and

WHEREAS, The Consultants time estimates to perform some of the field services due to contractor project sequencing are not adequate to complete the project and the parties believe it to be in the best interest to further amend the Original Agreement as set forth herein.

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

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

4.1 The Town shall pay the Consultant for services requested and rendered under this Agreement at the hourly rates plus expenses set forth in Exhibit "A;" provided, however, that the total amount payable for Services under this Agreement shall in no event exceed ~~\$14,960.00~~ \$21,655.00. For services compensated at hourly rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

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

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

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

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

CONSULTANT:
CESARE, INC.
a Colorado corporation,

By: John J. Durham

Date: 01-21-2019

Title: Principal

January 17, 2019

Ms. Lindsey Green
Colorado Civil Group, Inc.
5110 Granite Street, Unit
D Loveland, CO 80538

Subject: Quality Assurance Materials Testing and Construction Observation
Revised Cost Estimate
McClure Avenue Widening Project
Firestone, Colorado
Project No. 18.3054

Dear Ms. Green:

This letter provides a revised cost estimate for the Quality Assurance Materials Testing and Construction Observation performed during construction of the McClure Avenue Widening project in Firestone, Colorado. Cesare, Inc. (Cesare) performed these services between August 17, 2018 and November 19, 2018.

The original agreement between the Town of Firestone and Cesare, Inc. for geotechnical engineering services on the project was for \$14,960.00. Unanticipated testing was requested by the town and project engineer. Additional testing was performed on earthwork and concrete items due to the project being constructed in smaller segments and longer duration than estimated. This resulted in additional trips to the site and additional field and laboratory testing. The actual cost to complete the project was \$21,655, a difference of \$6,695 from the original cost estimate. The attached revised Exhibit A - Cost Estimate shows the original estimate vs. actual costs.

Cesare appreciates the opportunity to work with the Town of Firestone and Colorado Civil Group on this project. Please contact me at 702-303-5661 with any questions or comments regarding this information.

Sincerely,
CESARE, INC.



Travis W. Tuttle, E.I.
Field Engineer



John J. Durkin, P.E.
Principal

TWT/mcl

Attachments

18.3054 McClure Avenue Extension Revised Cost Estimate 01.17.19



**REVISED EXHIBIT A - COST ESTIMATE
QUALITY ASSURANCE MATERIALS TESTING
AND CONSTRUCTION OBSERVATION**

McClure Avenue Widening Improvements
Project No. 18.3054 (Proposal No. F180603)

January 16, 2019

	Estimated Trips/ Quantity	Actual Trips/ Quantity	Trip /Qty Rate	Original Estimated Total	Actual Total
Earthwork Testing and Field Observation					
Field technician (soil)	15	25	\$225	\$3,375	\$5,625
Field technician (soil sample pick-up)	2	1	\$100	\$200	\$100
Earthwork Testing Subtotal				\$3,575	\$5,725
Concrete Testing					
Field technician (concrete)	12	19	\$300	\$3,600	\$5,700
Field technician (concrete cylinder pick-up)	9	15	\$100	\$900	\$1,500
Field technician time exceeding 4 hrs	0	3	\$75	\$0	\$225
Concrete Testing Subtotal				\$4,500	\$7,425
Hot Mix Asphalt (HMA) Testing					
Field technician-full day (asphalt)	4	4	\$750	\$3,000	\$3,000
Hot Mix Asphalt Testing Subtotal				\$3,000	\$3,000
Laboratory Testing					
Proctor and classification	3	6	\$325	\$975	\$1,950
Compressive strength testing (5 cylinders per set)	12	24	\$75	\$900	\$1,755
Theoretical maximum specific gravity (Rice value)	4	4	\$80	\$320	\$320
AC content (chemical extraction) with gradation	4	2	\$235	\$940	\$470
BIO AC content with gradation	0	2	\$130	\$0	\$260
Laboratory Testing Subtotal				\$3,135	\$4,755
Construction Meetings, Site Visits, and Reporting	3	3	\$250	\$750	\$750
Total				\$14,960	\$21,655

Original Fee Estimate	\$14,960
Actual Fee to complete the project	\$21,655
Difference	\$6,695

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

NOTICE OF PUBLIC HEARING

IN RE THE COTTONWOOD HOLLOW RESIDENTIAL AND COTTONWOOD HOLLOW COMMERCIAL METROPOLITAN DISTRICTS, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that there has been filed with the Town of Firestone, Colorado (the “Town”), amended and restated service plans (the “Service Plan Amendments”) for the Cottonwood Hollow Residential and Cottonwood Hollow Commercial Metropolitan Districts (the “Districts”).

NOTICE IS HEREBY FURTHER GIVEN that the Town Board of Trustees will hold a public hearing at 7:00 p.m. or soon thereafter, on Thursday, the 13th day of February, 2019, at the Town Hall located at 151 Grant Avenue, Firestone, Colorado 80520 to review the Service Plan Amendments and to form a basis for a resolution approving, disapproving or conditionally approving the Service Plan Amendments.

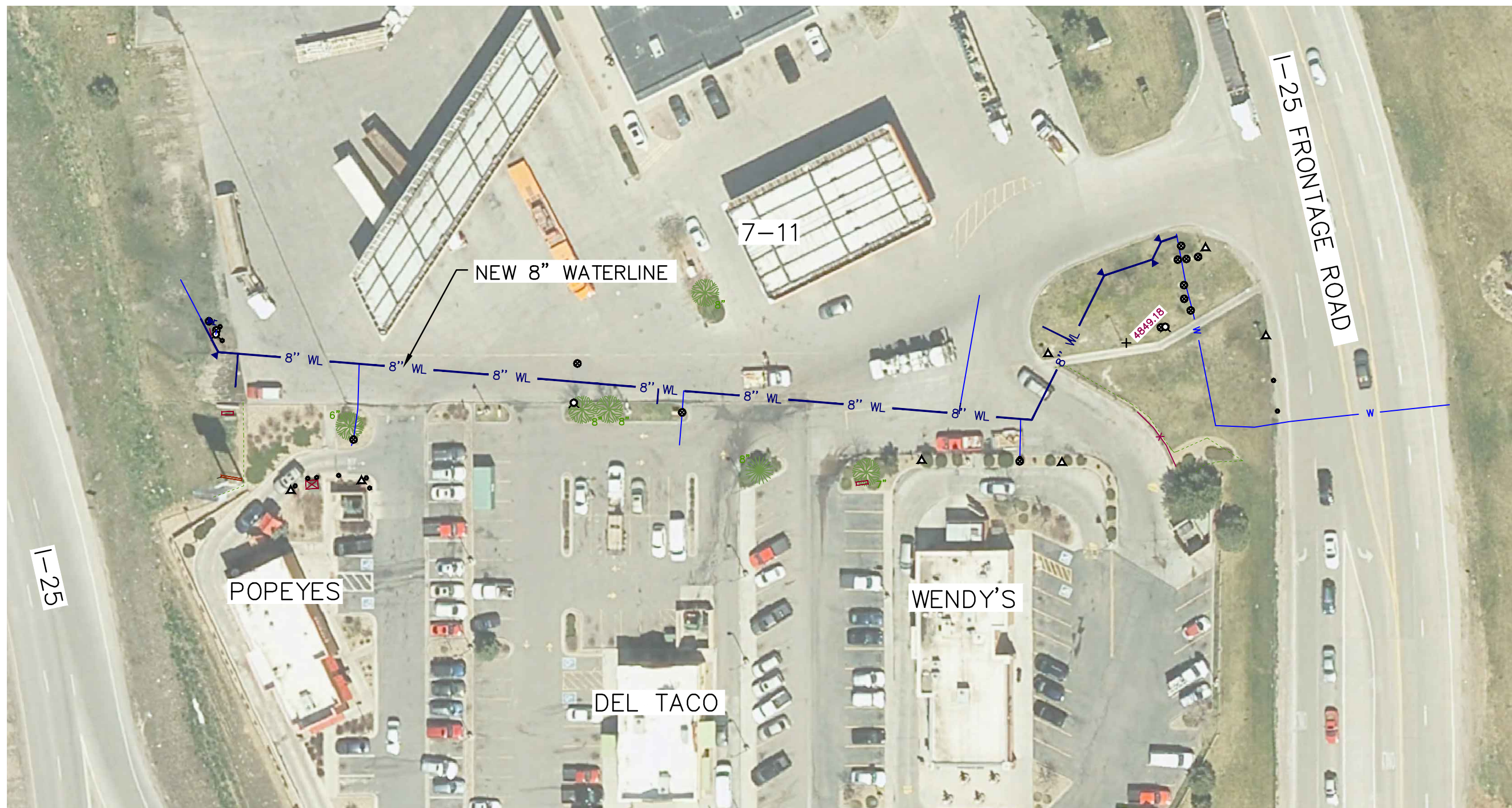
The Districts’ boundaries are generally described as approximately 196 acres located entirely within the boundaries of the Town east of I-25 at Sable Avenue (WCR22).

The Districts were previously organized as metropolitan districts to finance the construction of certain public improvements for the Cottonwood Hollow residential and commercial developments. The purpose of Service Plan Amendments is to allow the Districts to have potable water authorities, to eliminate the sunset provisions for both Districts, to redefine the purpose and amount of certain regional contribution assessments and to increase the Districts’ bonding capacity based on current projected costs of public improvements. The Districts have the authority to impose mill levies for repayment of debt and for limited administrative, operation and maintenance purposes. The mill levy imposed by the Districts for debt service purposes shall not exceed 55.277 mills, except for Gallagher adjustments permitted by law for the residential District. An additional operations and maintenance mill levy of 10.000 mills is authorized to support the operations and maintenance of Districts’ services and public improvements subject to conditions and limitations set forth in the Service Plan Amendments.

NOTICE IS FURTHER GIVEN that any protests or objections to the proposed Service Plan Amendments must be submitted in writing to the Board of Trustees of the Town at or prior to the hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to Service Plan Amendments, as proposed, shall be deemed waived unless presented in writing at the time and manner specified above.

BY ORDER OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE.

Publish on: Thursday, January 24, 2019
Publish in: Longmont Daily Times-Call





TO: Ms. Julie Pasillas, Community Resource Director

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

DATE: February 6, 2019

SUBJECT: Ramland Waterline Replacement Project

PROJECT No.: 0668.0191.00

BUDGET GL#: 800.8000.5000.000.50520.520

On January 29, 2019 we opened the bid for the Ramland Waterline Replacement Project construction. We invited eleven bidders on the Town's bidders list, three contractors attended the mandatory pre-bid meeting and all three submitted bids. This project was bid with two alternatives. The first alternative was for work to be completed from 7 am – 7 pm and the second alternative was for work to be completed from 7 pm – 7 am. The contractors were allowed to bid on one or both alternatives to be considered for the award of the project. One contractor bid on both alternatives, one contractor bid only on alternative 1 and the other bid only on alternative 2. We evaluated all bids and determined they were all responsive and accepted them. A tabulation that compares all of the bids and our final construction cost estimates is attached for your reference. Northern Colorado Constructors, Inc (NCC) was the lowest responsive bidder for both alternatives with a total construction bid of \$210,454.00 for Alternative 1 and \$222,054.00 for Alternative 2.

NCC has been on the Town's bidders list and has been the successful low bidder on water pipeline and pressure reducing valve station projects in the past. They have also done a lot of work in the Town previously for Central Weld County Water District. Most recently, NCC completed work for the Town replacing the water line along First Street from Buchanan Avenue to Venice Avenue as a precursor to work being completed for St. Vrain Sanitation District on the sanitary sewer system in the same corridor. The Town has always been very satisfied with their work on Town projects and the work they have done in the Town right-of-way for Central Weld.

The replacement of this waterline is going to be quite disruptive for the businesses located near the vicinity of this project, regardless of the alternative chosen. Choosing Alternative 1 (day work) would allow the project to be constructed within the 2019 Adopted Budget, however in order to provide the least amount of disruption to the neighboring businesses and allow the project to be completed in a timely manner, Alternative 2 (night work) is being recommended. The project will be funded from the Water Fund, which has the capacity to incur the difference between the contract amount and 2019 Budget. We recommend the Firestone Board of Trustees award the construction contract for the Ramland Waterline Replacement Project to Northern Colorado Constructors, Inc.



Below is the project budget tracking information.

DESCRIPTION	2019 BUDGET	CONTRACT AMOUNT	ACTUAL COST	BUDGET to ACTUAL DIFFERENCE
Ramland Waterline Replacement	\$216,800.00	\$222,054.00	\$0.00	\$216,800.00
Materials Testing	\$6,500.00	\$6,210.00	\$0.00	\$6,500.00
Construction Engineering	\$21,700.00	\$22,000.00	\$0.00	\$21,700.00
Total Project	\$245,000.00	\$250,264.00	\$0.00	\$245,000.00

BID TABULATION
RAMLAND WATER LINE REPLACEMENT

ALTERNATIVE 1: 7 AM - 7 PM

NCC									
DEFALCO									
ENGINEER'S ESTIMATE									
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE
REMOVAL & REPLACEMENT									
1	REMOVE EX BOLLARDS	EA	2	\$65.00	\$130.00	\$312.69	\$625.38	\$500.00	\$1,000.00
2	REMOVE EX 45° BEND	EA	1	\$500.00	\$500.00	\$446.78	\$446.78	\$1,130.00	\$1,130.00
3	REMOVE EX FIRE HYDRANT	EA	3	\$1,000.00	\$3,000.00	\$742.07	\$2,226.21	\$1,130.00	\$3,390.00
4	REMOVE EX VALVE BOX	EA	4	\$100.00	\$400.00	\$278.28	\$1,113.12	\$350.00	\$1,400.00
5	ASPHALT/CONCRETE SAW-CUT	LF	830	\$3.00	\$2,490.00	\$5.28	\$4,382.40	\$1.50	\$1,245.00
6	ASPHALT REMOVAL	SF	575	\$3.00	\$1,725.00	\$2.11	\$1,213.25	\$8.00	\$4,600.00
7	CONCRETE REMOVAL	SF	3,620	\$3.50	\$12,670.00	\$1.40	\$5,068.00	\$8.00	\$28,960.00
8	VERTICAL CURB & GUTTER REMOVAL & REPLACEMENT	LF	36	\$45.00	\$1,620.00	\$89.22	\$3,211.92	\$27.00	\$972.00
9	LANDSCAPE REMOVAL & REPLACEMENT	SF	770	\$3.00	\$2,310.00	\$3.98	\$3,064.60	\$5.00	\$3,850.00
10	FENCE REMOVAL & REPLACEMENT	LF	16	\$55.00	\$880.00	\$61.75	\$988.00	\$75.00	\$1,200.00
11	IRRIGATION REMOVAL & REPLACEMENT	LS	1	\$500.00	\$500.00	\$1,700.30	\$1,700.30	\$3,500.00	\$3,500.00
	SUBTOTAL				\$26,225.00		\$24,039.96		\$51,247.00
EROSION CONTROL & SITE IMPROVEMENTS									
12	STRAW WATTLES	EA	6	\$150.00	\$900.00	\$129.35	\$776.10	\$250.00	\$1,500.00
13	CONCRETE WASHOUT	EA	1	\$1,000.00	\$1,000.00	\$658.67	\$658.67	\$1,000.00	\$1,000.00
14	SILT FENCE	LF	25	\$4.00	\$100.00	\$6.20	\$155.00	\$2.50	\$62.50
15	STRIP TOPSOIL (4" DEPTH)	CY	12	\$17.00	\$204.00	\$22.13	\$265.56	\$10.00	\$120.00
16	TOPSOIL REPLACEMENT (4" DEPTH)	CY	12	\$17.00	\$204.00	\$22.13	\$265.56	\$15.00	\$180.00
17	SUBGRADE PREPARATION	SY	470	\$3.00	\$1,410.00	\$4.52	\$2,124.40	\$4.00	\$1,880.00
18	ASPHALT FULL DEPTH (10")	SYI	4,350	\$7.20	\$31,320.00	\$9.43	\$41,020.50	\$5.00	\$21,750.00
19	CONCRETE DRAINAGE PAN	LF	205	\$60.00	\$12,300.00	\$42.44	\$8,700.20	\$22.00	\$4,510.00
20	NEW VERTICAL CURB & GUTTER	LF	30	\$40.00	\$1,200.00	\$67.75	\$2,032.50	\$27.00	\$810.00
21	FIRE HYDRANT PROTECTION BOLLARDS	EA	2	\$450.00	\$900.00	\$1,159.70	\$2,319.40	\$500.00	\$1,000.00
22	FIRE LANE STRIPING	LS	1	\$600.00	\$600.00	\$1,914.75	\$1,914.75	\$5,000.00	\$5,000.00
23	"NO PARKING FIRE LANE" SIGN & POST	EA	1	\$375.00	\$375.00	\$317.85	\$317.85	\$500.00	\$500.00
24	2" TEMPORARY COLD PATCH	SYI	945	\$5.00	\$4,725.00	\$25.69	\$24,277.05	\$5.00	\$4,725.00
	SUBTOTAL				\$55,238.00		\$84,827.54		\$43,037.50
WATER LINE INSTALLATION									
25	8" PVC WATER LINE	LF	505.0	\$65.00	\$32,825.00	\$125.09	\$63,170.45	\$50.00	\$25,250.00
26	8" PVC RESTRAINED JOINTS	LF	204.0	\$24.00	\$4,896.00	\$110.17	\$22,474.68	\$50.00	\$10,200.00
27	8" TEMP MRJ PLUG & 2" TEMP BLOW-OFF	EA	2	\$1,500.00	\$3,000.00	\$1,669.66	\$3,339.32	\$1,000.00	\$2,000.00
28	8" MRJ 11 ¹ / ₄ " BEND W/TB	EA	1	\$1,000.00	\$1,000.00	\$555.30	\$555.30	\$500.00	\$500.00
29	8" MRJ 22 ¹ / ₂ " BEND W/TB	EA	1	\$1,100.00	\$1,100.00	\$568.07	\$568.07	\$500.00	\$500.00
30	8" MRJ 45° BEND W/TB	EA	9	\$1,400.00	\$12,600.00	\$1,080.78	\$9,727.02	\$500.00	\$4,500.00
31	8" MRJ SOLID SLEEVE	EA	2	\$1,400.00	\$2,800.00	\$922.27	\$1,844.54	\$500.00	\$1,000.00
32	8" MRJ GTV & BOX	EA	4	\$2,200.00	\$8,800.00	\$1,924.96	\$7,699.84	\$1,600.00	\$6,400.00
33	FIRE HYDRANT ASSEMBLY	EA	3	\$7,100.00	\$21,300.00	\$6,375.63	\$19,126.89	\$7,000.00	\$21,000.00
34	CONNECT TO EXISTING 8" WATER LINE	EA	2	\$2,500.00	\$5,000.00	\$4,855.81	\$9,711.62	\$4,500.00	\$9,000.00
35	CONNECT EXISTING 1" WATER SERVICES	EA	4	\$2,280.00	\$9,120.00	\$730.16	\$2,920.64	\$1,000.00	\$4,000.00
36	FLASH FILL ABANDONED WATER LINES	CY	7.0	\$150.00	\$1,050.00	\$387.68	\$2,713.76	\$400.00	\$2,800.00
	SUBTOTAL				\$103,491.00		\$143,852.13		\$87,150.00
MISCELLANEOUS									
37	TRAFFIC CONTROL	LS	1	\$15,500.00	\$15,500.00	\$35,039.93	\$35,039.93	\$30,000.00	\$30,000.00
38	MOBILIZATION (5%)	LS	1	\$10,000.00	\$10,000.00	\$12,590.62	\$12,590.62	\$8,971.73	\$8,971.73
	SUBTOTAL				\$25,500.00		\$47,630.55		\$38,971.73

CONSTRUCTION COST TOTAL:

\$210,454.00

\$300,350.18

\$220,406.23

AVG:

\$255,402.09

% VARIANCE FROM AVERAGE BID:

-17.60%

17.60%

BID TABULATION
RAMLAND WATER LINE REPLACEMENT

ALTERNATIVE 2: 7 PM - 7 AM

NCC									
EZ EXCAVATING									
ENGINEER'S ESTIMATE									
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE
REMOVAL & REPLACEMENT									
1	REMOVE EX BOLLARDS	EA	2	\$65.00	\$130.00	\$458.00	\$916.00	\$500.00	\$1,000.00
2	REMOVE EX 45° BEND	EA	1	\$500.00	\$500.00	\$955.00	\$955.00	\$1,130.00	\$1,130.00
3	REMOVE EX FIRE HYDRANT	EA	3	\$1,000.00	\$3,000.00	\$1,140.00	\$3,420.00	\$1,130.00	\$3,390.00
4	REMOVE EX VALVE BOX	EA	4	\$100.00	\$400.00	\$423.00	\$1,692.00	\$350.00	\$1,400.00
5	ASPHALT/CONCRETE SAW-CUT	LF	830	\$3.00	\$2,490.00	\$4.90	\$4,067.00	\$1.50	\$1,245.00
6	ASPHALT REMOVAL	SF	575	\$3.00	\$1,725.00	\$3.20	\$1,840.00	\$8.00	\$4,600.00
7	CONCRETE REMOVAL	SF	3,620	\$3.50	\$12,670.00	\$4.20	\$15,204.00	\$8.00	\$28,960.00
8	VERTICAL CURB & GUTTER REMOVAL & REPLACEMENT	LF	36	\$45.00	\$1,620.00	\$62.00	\$2,232.00	\$27.00	\$972.00
9	LANDSCAPE REMOVAL & REPLACEMENT	SF	770	\$3.00	\$2,310.00	\$3.30	\$2,541.00	\$5.00	\$3,850.00
10	FENCE REMOVAL & REPLACEMENT	LF	16	\$55.00	\$880.00	\$22.00	\$352.00	\$75.00	\$1,200.00
11	IRRIGATION REMOVAL & REPLACEMENT	LS	1	\$500.00	\$500.00	\$608.00	\$608.00	\$3,500.00	\$3,500.00
	SUBTOTAL				\$26,225.00		\$33,827.00		\$51,247.00
EROSION CONTROL & SITE IMPROVEMENTS									
12	STRAW WATTLES	EA	6	\$150.00	\$900.00	\$91.00	\$546.00	\$250.00	\$1,500.00
13	CONCRETE WASHOUT	EA	1	\$1,000.00	\$1,000.00	\$1,010.00	\$1,010.00	\$1,000.00	\$1,000.00
14	SILT FENCE	LF	25	\$4.00	\$100.00	\$6.60	\$165.00	\$2.50	\$62.50
15	STRIP TOPSOIL (4" DEPTH)	CY	12	\$17.00	\$204.00	\$39.50	\$474.00	\$10.00	\$120.00
16	TOPSOIL REPLACEMENT (4" DEPTH)	CY	12	\$17.00	\$204.00	\$39.50	\$474.00	\$15.00	\$180.00
17	SUBGRADE PREPARATION	SY	470	\$3.00	\$1,410.00	\$9.70	\$4,559.00	\$4.00	\$1,880.00
18	ASPHALT FULL DEPTH (10")	SYI	4,350	\$7.20	\$31,320.00	\$3.40	\$14,790.00	\$5.00	\$21,750.00
19	CONCRETE DRAINAGE PAN	LF	205	\$60.00	\$12,300.00	\$60.50	\$12,402.50	\$22.00	\$4,510.00
20	NEW VERTICAL CURB & GUTTER	LF	30	\$40.00	\$1,200.00	\$47.50	\$1,425.00	\$27.00	\$810.00
21	FIRE HYDRANT PROTECTION BOLLARDS	EA	2	\$450.00	\$900.00	\$799.00	\$1,598.00	\$500.00	\$1,000.00
22	FIRE LANE STRIPING	LS	1	\$600.00	\$600.00	\$851.00	\$851.00	\$5,000.00	\$5,000.00
23	"NO PARKING FIRE LANE" SIGN & POST	EA	1	\$375.00	\$375.00	\$608.00	\$608.00	\$500.00	\$500.00
24	2" TEMPORARY COLD PATCH	SYI	945	\$5.00	\$4,725.00	\$17.50	\$16,537.50	\$5.00	\$4,725.00
	SUBTOTAL				\$55,238.00		\$55,440.00		\$43,037.50
WATER LINE INSTALLATION									
25	8" PVC WATER LINE	LF	505.0	\$85.00	\$42,925.00	\$131.00	\$66,155.00	\$50.00	\$25,250.00
26	8" PVC RESTRAINED JOINTS	LF	204.0	\$24.00	\$4,896.00	\$15.00	\$3,060.00	\$50.00	\$10,200.00
27	8" TEMP MRJ PLUG & 2" TEMP BLOW-OFF	EA	2	\$1,500.00	\$3,000.00	\$3,900.00	\$7,800.00	\$1,000.00	\$2,000.00
28	8" MRJ 11 ¹ / ₄ " BEND W/TB	EA	1	\$1,000.00	\$1,000.00	\$1,040.00	\$1,040.00	\$500.00	\$500.00
29	8" MRJ 22 ¹ / ₂ " BEND W/TB	EA	1	\$1,100.00	\$1,100.00	\$1,030.00	\$1,030.00	\$500.00	\$500.00
30	8" MRJ 45° BEND W/TB	EA	9	\$1,400.00	\$12,600.00	\$1,680.00	\$15,120.00	\$500.00	\$4,500.00
31	8" MRJ SOLID SLEEVE	EA	2	\$1,400.00	\$2,800.00	\$685.00	\$1,370.00	\$500.00	\$1,000.00
32	8" MRJ GTV & BOX	EA	4	\$2,200.00	\$8,800.00	\$2,570.00	\$10,280.00	\$1,600.00	\$6,400.00
33	FIRE HYDRANT ASSEMBLY	EA	3	\$7,100.00	\$21,300.00	\$8,910.00	\$26,730.00	\$7,000.00	\$21,000.00
34	CONNECT TO EXISTING 8" WATER LINE	EA	2	\$2,500.00	\$5,000.00	\$2,880.00	\$5,760.00	\$4,500.00	\$9,000.00
35	CONNECT EXISTING 1" WATER SERVICES	EA	4	\$2,280.00	\$9,120.00	\$1,950.00	\$7,800.00	\$1,000.00	\$4,000.00
36	FLASH FILL ABANDONED WATER LINES	CY	7.0	\$150.00	\$1,050.00	\$753.00	\$5,271.00	\$400.00	\$2,800.00
	SUBTOTAL				\$113,591.00		\$151,416.00		\$87,150.00
MISCELLANEOUS									
37	TRAFFIC CONTROL	LS	1	\$17,000.00	\$17,000.00	\$17,200.00	\$17,200.00	\$30,000.00	\$30,000.00
38	MOBILIZATION (5%)	LS	1	\$10,000.00	\$10,000.00	\$9,190.00	\$9,190.00	\$8,971.73	\$8,971.73
	SUBTOTAL				\$27,000.00		\$26,390.00		\$38,971.73

CONSTRUCTION COST TOTAL:

\$222,054.00

\$267,073.00

\$220,406.23

AVG:

\$244,563.50

% VARIANCE FROM AVERAGE BID:

-9.20%

9.20%

SECTION 00510
NOTICE OF AWARD

Date: _____

Project: Town of Firestone Ramland Water Line Replacement Project

Owner: Town of Firestone	Owner's Contract No.: 800.8000.5000.000.50520.520
--------------------------	---

Contract: Construction Services	Engineer's Project No.: 0668.0191.01
---------------------------------	--------------------------------------

Bidder: Northern Colorado Constructors, Inc.

Bidder's Address: 9075 WCR 10

Ft. Lupton, CO 80621

You are notified that your Bid dated 1/29/19 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the.

The Contract Price of your Contract is \$ two hundred twenty two thousand fifty four dollars and zero cents (222,054.00).

Three (3) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Two (2) of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01) and Supplementary Conditions (Paragraph SC-5.01).

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: Town of Firestone

By: _____
Mayor

Copy to Engineer

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND CESARE, INC.
FOR GEOTECHNICAL ENGINEERING 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 **Cesare, Inc.**, a Colorado corporation, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

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

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

- 4.1 The Town shall pay the Consultant for services requested and rendered under this Agreement at the hourly rates plus expenses set forth in Exhibit “A;” provided, however, that the total amount payable for Services under this Agreement shall in no event exceed \$6,210.00. For services compensated at hourly rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

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

5.0 PROJECT REPRESENTATION

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

6.0 TERM

The term of this Agreement shall commence upon execution by the Town and shall proceed until the construction work is completed (currently anticipated to be April 19, 2019), unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements.

7.0 INSURANCE

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

- 7.1.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee

engaged in the performance of work under this contract. Evidence of qualified self-insured status may be substituted.

- 7.1.2 Consultant's own automobile liability and physical damage insurance and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by Colorado law (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
 - 7.1.3 Professional liability insurance against errors and omissions with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
 - 7.1.4 General liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Firestone, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Firestone, its officers and its employees, and shall contain a severability of interests provision.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, ~~and professional liability insurance shall be endorsed to include the Town~~, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above. not endorsable 
- 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.
P.O. Box 100
Firestone, Colorado 80520
Telephone: (303) 833-3291
Fax: (303) 833-4863

If to the Consultant:

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

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

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

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

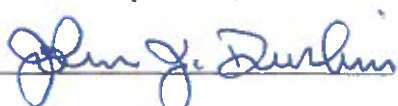
TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Date: _____

Attest: _____
Town Clerk

CESARE, INC.
a Colorado corporation,

By:  _____
Title: Principal

Date: February 5, 2019

Exhibit B

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

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

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

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

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

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

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

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

From: Cesare, Inc.
(Prospective Contractor)

To: Town of Firestone

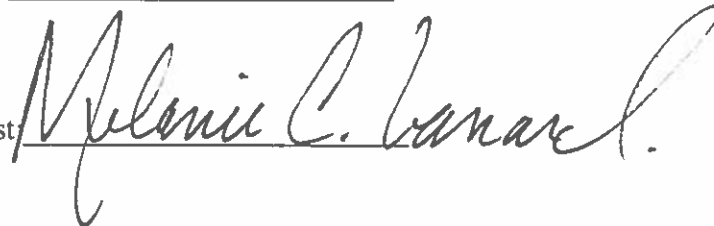
As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification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

Executed this 5th day of February, 2019.

Prospective Contractor: Cesare, Inc.

By: 

Title: Principal

Attest: 



February 4, 2019

Ms. Lindsey Green, P.E.
Colorado Civil Group, Inc.
5110 Granite Street, Unit D
Loveland, CO 80538

Subject: Proposal for Quality Assurance Materials Testing and Construction Observation
Ramland Water Line Replacement
Firestone, Colorado
Proposal No. F190105

Dear Ms. Green:

Cesare, Inc. (Cesare) is pleased to submit this proposal for quality assurance materials testing and construction observation for the Ramland Water Line Replacement project in the Town of Firestone, Colorado. It is our understanding the project consists of:

- removing exiting concrete and asphalt paving in the Wendy's/7-11 and Popeyes/Del Taco parking lot for approximately 505 linear feet
- excavating a new water line trench approximately 5 to 7 feet in depth below the existing ground surface
- construction of new 8 inch PVC water main with squeegee bedding and compacted soil trench backfill material. It is anticipated that trench excavation, placement of pipe and backfill will be performed in sections to facilitate access to the business to the south of the new waterline
- concrete placements for curb and gutter, cross pan, and flat work
- after the water main has been constructed, the existing 8 inch waterline will be flash filled and abandoned in-place
- placement of a 10 inch section of Hot Mix Asphalt (HMA) over the pipeline excavation in two 4 inch and one 2 inch compacted lifts.

Based on project plans dated January 2019 and Town of Firestone specifications, this project is anticipated to require testing and observation during construction. The project is anticipated to be awarded February 13, 2019 with start of construction shortly thereafter. Completion is anticipated to be in April 2019.

Based on our understanding of the project and previous experience providing materials testing on similar construction projects in the Town of Firestone, we propose the following:

TASK 1 - EARTHWORK TESTING AND FIELD OBSERVATION

Cesare personnel will obtain samples of onsite and import soil, and conduct laboratory testing, as necessary, to determine applicable engineering properties. Cesare will observe trench backfill material placement, as requested. Field tests will be performed for moisture and density using test method ASTM D6938 (nuclear gauge method), as necessary and required per project specifications; and observe subgrade conditions for pavement areas prior to placement of HMA.

TASK 2 - CONCRETE TESTING

Cesare personnel will conduct concrete tests in accordance with specifications using ASTM test standards. Sets of five cylinders will be cast for compressive strength determinations. Four inch by eight inch cylinders will be utilized, unless otherwise required. One cylinder will be compression tested at 3 days or earlier as requested, one cylinder will be tested at 7 days, two cylinders will be tested at 28 days, and one cylinder will be held. The held cylinder will not be tested unless the 28 day compressive strength average does not achieve specified strength. At a minimum, concrete wet properties testing will be conducted on the first load of the day, and one set of cylinders will be obtained for every 50 cubic yards of each type of concrete placed in any one day, or a minimum of one set per day of placement.

In accordance with ACI 301 criteria, Cesare will make reasonable efforts to accomplish curing in general accordance with ASTM C31. It is essential for concrete to cure properly, especially at early age, therefore, onsite curing facilities should be jointly developed and agreed to prior to the onset of concrete construction.

TASK 3 - HOT MIX ASPHALT (HMA) TESTING

Cesare personnel will conduct density tests on the in-place HMA using a nuclear density gauge (ASTM D2950 test method). As a minimum, one density test will be conducted for each 150 feet per lane of lift of HMA placed, with a minimum of two tests, per lift, in each area placed. Bulk samples of the HMA will be collected during placement and tested in the laboratory for maximum theoretical specific gravity, asphalt content, and gradation.

TASK 4 - LABORATORY TESTING

Laboratory testing will be performed as indicated in the Quality Assurance Materials Testing and Construction Observation Cost Estimate (attached).

TASK 5 - CONSTRUCTION MEETINGS, SITE VISITS, AND REPORTING

Field, laboratory, and summary reports will be issued electronically that summarize the field testing, field observations, and laboratory testing for Tasks 1 through 4. The reports will be emailed to designated parties, as requested. During the course of construction, however, we will inform you of test results, especially any results failing to meet specifications. Cesare commits to our attendance at construction meetings with owners and contractors. We anticipate project oversight and site visits by Cesare project manager as needed.

ESTIMATED FEES

Cesare's estimated fees are shown in the Quality Assurance Materials Testing and Construction Observation Cost Estimate (attached). All final costs are a function of time spent on each task at the assigned fee rate or as indicated in our current schedule of fees. This proposal is an estimate of the number of hours that will be spent on each task based on the information provided, the plans and specifications, other jobs of similar size, and assumes no significant problems due to non-conformance or delay by the subcontractors or contractor. Cesare will perform tasks on an "as needed" basis.

Cesare requests a minimum 24 hours notice for all testing and construction observation.

All requests for services on weekend days must be scheduled by 4:00 PM on Thursday. All scheduling must be conducted through Cesare's office and not through field personnel unless other arrangements are made prior to the start of the job. Should additional services be required outside this scope of work, they will also be provided at the hourly rates listed in the Schedule of Fees. Our proposal assumes a workday of 8 hours and a workweek of 40 hours. **Fees exceeding 8 hours per day or 40 hours per week and hours worked on weekends will include an Overtime Premium at a rate of 1.3 times the rates indicated in our schedule of fees. Hours worked on Cesare paid holidays will be invoiced at 2 times the standard rate indicated. A Night Shift Premium will be invoiced at the Standard Rate plus \$5 per hour (6 PM to 6 AM).**

TERMS OF AGREEMENT

Cesare shall perform its services as outlined in this proposed agreement (Agreement) and in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions in the location of the project. No warranty or guarantee, either expressed or implied, is made or intended in our proposals, contracts, or reports.

The Client recognizes that site and material conditions may vary, therefore, tests and observations made by Cesare and the data, interpretations, and recommendations of Cesare are based solely on the information available and obtained by Cesare. Cesare will be responsible for those data, interpretations, and recommendations as indicated above, but shall not be responsible for the interpretations by others of the information developed. Cesare is not responsible for knowledge of previous studies or work by others on the subject property unless they are made available to Cesare and their review made part of this Agreement.

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

INVOICES

Invoices will be submitted monthly and on completion of services and are payable on receipt unless other arrangements have been made. Cesare reserves the right to apply a service charge of 1.5% per month to unpaid balances commencing thirty (30) days from the date of invoice and/or to cease

service on any continuing project where invoices are more than sixty (60) days past due. In no event will a report be issued for projects with invoices more than sixty (60) days past due. Attorney's fees or other costs incurred in collecting delinquent amounts shall be paid by the Client.

PROPOSALS

Written technical proposals and engineering/consulting fee estimates are provided on request. Technical proposals and fee estimates are valid for sixty (60) days from the date of the proposal after which Cesare may increase the fee estimate and/or modify the scope of services offered.

RIGHT-OF-ENTRY

Client will provide for right-of-entry of Cesare and all necessary equipment to complete the proposed services. While Cesare will take reasonable precautions to minimize damage to the project property, it is understood by Client that in the normal course of work, some damage may occur, and unless otherwise stated in Cesare's scope, the correction of which is not part of this Agreement.

UTILITIES

Client and Clients contractors shall be responsible for designating the location of all onsite utilities and subterranean structures, especially as required by law. Client agrees to indemnify and hold Cesare harmless for damage to any utilities or subterranean structures (irrigation lines, telephone wires, pipes, tanks, etc.) whose locations are not clearly marked, are not marked, or are not marked accurately, in the field prior to our arrival onsite.

SAMPLES

Samples collected and tested, if any, will be disposed of after testing is completed. Cesare will retain all remaining soil and rock samples for ten (10) days after submittal of the report for which the samples were collected. Further storage or transfer of samples can be made at Client's expense upon Client's written request. If Cesare is not notified to retain samples, they will be disposed of.

JOBSITE SAFETY

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

OWNERSHIP OF DOCUMENTS

Unless otherwise agreed in writing, all documents and information prepared by Cesare in connection with the performance of its services, including, but not limited to, Cesare's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data, and other similar documents (collectively "Documents") are and shall remain the property of Cesare. Cesare has the right, in its

sole discretion, to dispose of or retain the Documents. The Documents may be used by Client only in connection with completion of the subject project.

Upon receipt of payment in full, Cesare grants to Client a non-exclusive license to use the Documents in constructing, maintaining, or renovating the subject project. Client agrees not to alter the Documents, use the Documents for any other project, or distribute the Documents to any third party. To the maximum extent permitted by law, Client shall defend, indemnify, and hold Cesare harmless against all claims arising out of the unauthorized alteration, distribution, or reuse of Cesare's Documents. Client shall not assign and/or transfer, directly or indirectly, in whole or in part, the Documents to any third party without Cesare's prior written consent.

INDEMNIFICATION

The Client expressly agrees to indemnify and save harmless Cesare, its officers, agents, employees, successors, and assigns against any suits, claims, demands, or actions, which are brought against Cesare, its officers, agents, employees, successors, and assigns for or as the result of any injuries or damages received or sustained by any person, firm, or corporation; or persons, firms, or corporations, resulting from the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors, consultants, or anyone for whom the Client is legally liable, and arising from the project that is subject to this Agreement. Cesare is not obligated to indemnify the Client in any manner from the Client's own negligence.

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

MEDIATION

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

INSURANCE

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

LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit Cesare's total aggregate liability to Client and others for all injuries, claims, losses, damages, and expenses (including costs, expenses, attorney fees, and interest) arising out of Cesare's services to the sum of \$50,000 or Cesare's fee for services rendered pursuant to this Agreement, whichever is less. This limitation shall apply, regardless of the nature of the claim made or the cause of action or legal theory pled or asserted.

Further, in the event of a claim, Client agrees that as its sole and exclusive remedy, any claim, demand, or suit shall be brought against Cesare as a corporation only, and not against any of Cesare's individual employees, engineers, agents, officers, directors, or shareholders.

ACCRUAL OF CLAIMS

The parties agree that any claim or cause of action between them, including, but not limited to claims for contribution and indemnity, shall be deemed to have accrued, and the applicable statute of limitations and repose shall commence to run no later than the date of substantial completion of Cesare's services under this Agreement. Substantial completion shall be deemed to occur no later than the date Cesare issues its invoice for services that Cesare has completed.

WAIVER OF CONSEQUENTIAL DAMAGES

Client and Cesare waive claims against each other for consequential, incidental, indirect, special, exemplary, or punitive damages arising out of Cesare's services. This mutual waiver includes, but is not limited to, claims for loss of use, product, rent, income, profit, financing, business, and reputation; for delay damages of any kind; for lost management and labor productivity; for lost opportunity to complete other projects; and for increased construction and financing costs. This waiver extends, without limitation, to all consequential damages due to either party's termination under this Agreement.

TERMINATION

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

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement, including Client's failure to pay Cesare's invoices;
- Assignment of this Agreement or transfer of the project by either party to any other entity without the prior written consent of the other party;
- Suspension of the project or Cesare's services by the Client for more than ninety (90) calendar days, consecutive, or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

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

ASSIGNMENT AND TRANSFER

Neither party may assign and/or transfer, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party.

THIRD PARTY BENEFICIARIES

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

NONSOLICITATION OF EMPLOYEES

Parties to this Agreement shall not either directly or indirectly hire or solicit any employees, independent contractors, or consultants during the term of this Agreement and for a one year period following conclusion of this Agreement.

HAZARDOUS MATERIALS

The term "hazardous materials" means any toxic substances, chemicals, radioactivity, pollutants, or other materials, in whatever form or state, known or suspected to impair the environment or human health in any way whatsoever, including but not limited to those substances defined, designated, or listed in any federal, state, or local law, regulation, or ordinance concerning hazardous wastes, toxic substances, or pollution.

Client agrees to notify Cesare about any known or suspected environmental conditions or hazardous materials that could impact the proposed scope of services. Cesare agrees to notify the Client if Cesare encounters any known or suspected hazardous materials. Should any known or suspected hazardous materials be discovered in the course of the performance of the services under this Agreement, such discovery shall constitute a changed condition. Cesare's scope of services and fee schedule will require amendment prior to proceeding or the Agreement may be terminated. Should the discovery of any known or suspected hazardous material require Cesare to take immediate measures to protect health and safety, Client agrees to compensate Cesare for all costs incidental to taking such measures and for any equipment or replacement required. Client agrees to make any disclosure required by law to appropriate governmental agencies. Furthermore, Client agrees to defend, indemnify, and hold Cesare harmless from any and all liability arising from discovery by anyone of any known or suspected hazardous materials.

SEVERABILITY

Any provision of this Agreement later held to be unenforceable, void, or voidable, in litigation proceedings, shall be stricken and all remaining provisions shall continue in full force and effect.

APPLICABLE LAW

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

ENTIRE AGREEMENT

This document shall be the entire Agreement and shall supersede any other Agreement between Client and Cesare relating to the subject matter thereof. In case of a conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. Notwithstanding any other provision in this Agreement, in the event Cesare begins performance of the activities addressed by this Agreement, this Agreement shall be deemed to be in effect and enforceable, regardless of whether either party has signed this Agreement.

Please sign and return this Proposal Agreement to this office. By affixing your signature to this Proposal Agreement, you attest that you have lawful authority to represent and act on behalf of the Client entity. Thank you for considering our firm for these services.

Sincerely,
CESARE, INC.



John J. Durkin, P.E.
Principal

JJD/mcl

Attachments

Agreed to this _____ day of _____, 20_____

By: _____

Representing _____

Legal Property Description _____

Invoicing email address _____



**QUALITY ASSURANCE MATERIALS TESTING AND
CONSTRUCTION OBSERVATION COST ESTIMATE**

Ramland Waterline Replacement

Proposal No. F190105

February 4, 2019

	Estimated Trips/ Quantity	Trip Rate	Total
Earthwork Testing and Field Observation			
Field technician (soil backfill) ¹	5	\$300	\$1,500
Field technician (soil sample pick-up)	1	\$100	\$100
Earthwork Testing Subtotal			\$1,600
Concrete Testing			
Field technician (concrete) ³	3	\$225	\$675
Field technician (concrete cylinder pick-up)	3	\$100	\$300
Concrete Testing Subtotal			\$975
Hot Mix Asphalt (HMA) Testing			
Field technician-full day (asphalt) ⁴	3	\$600	\$1,800
Hot Mix Asphalt Testing Subtotal			\$1,800
Laboratory Testing			
Proctor and classification (1 per soil type)	2	\$325	\$650
Compressive strength testing (5 cylinders per set)	3	\$75	\$225
Theoretical maximum specific gravity (Rice value)	3	\$80	\$240
AC content (chemical extraction) with gradation	2	\$235	\$470
Laboratory Testing Subtotal			\$1,585
Construction Meetings, Site Visits, and Reporting	1	\$250	\$250
Estimated Total			\$6,210

- 1) Trip rate includes travel, equipment, field testing, project management, principal review, and daily reporting.
- 2) Trip rate for embankment and backfill testing technician is based on 4 hours onsite and travel.
- 3) Trip rate for concrete testing technician is based on 3 hours onsite and travel.
- 4) Trip rate for asphalt testing technician is based on 8 hours onsite and travel.
- 5) Additional technician time onsite and sample pick-up will be charged at \$75 per hour.
- 6) Additional trips over the estimated quantity will be invoiced at the trip rate indicated above.
- 7) Additional laboratory testing, engineering, and consultation will be provided "as needed" or requested at schedule of fees rates.
- 8) Only the time and materials used on the project will be charged.

Corporate Office: 7108 South Alton Way, Building B • Centennial, CO 80112
Locations: Centennial • Frederick • Silverthorne • Crested Butte/Salida
Phone 303-220-0300 • www.cesareinc.com

AGREEMENT
for
PROFESSIONAL ENGINEERING SERVICES
for
RAMLAND WATERLINE REPLACEMENT PROJECT
CONSTRUCTION OBSERVATION, CONTRACT ADMINISTRATION,
and CONSTRUCTION STAKING

Project No. 0668.0191.01

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, the TOWN desires to have certain engineering services performed by ENGINEER relative to construction engineering for the Ramland Waterline Replacement Project located 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 construction observation and certain construction engineering tasks, as further described herein, relative to the Ramland Waterline Replacement (the "Project"). Observations shall be performed using the approved Contract Documents including plans and specifications and criteria, manuals and guides referenced therein. Specific tasks to be performed shall be:

1.1 Construction Observation

The ENGINEER shall provide staff to perform part-time inspection and observation of work performed by the construction contractor (the "Contractor") in association with the Project. The work to be performed by the contractor is as set forth in the construction contract documents for the Project and is sometimes herein referred to as the "Work." The Work for construction observation shall consist of waterline construction and associated work.

- 1.1.1 ENGINEER will utilize its own personnel to perform part-time observation of the performance of the Work of the Contractor.

A. ENGINEER dealings in matters pertaining to the on-site Work will in general be with Contractor keeping the TOWN advised as necessary. His dealings with Subcontractors will only be through or with the full knowledge and approval of Contractor.

B. Duties and Responsibilities:

ENGINEER will:

1. Schedules:

Review the progress schedule, schedule of Shop Drawing submittals, schedule of values and other schedules prepared by Contractor. ENGINEER will make recommendations to TOWN regularly and upon request.

2. Conferences and meetings:

Attend meetings with Contractor, such as pre-construction conferences, progress meetings and other job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

3. Shop Drawings and Samples:

a. Record date of receipt of Shop Drawings and samples.

b. Receive samples which are furnished at the site by Contractor for ENGINEER's review, and notify ENGINEER of their availability for examination.

c. Advise Contractor of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

d. Shop drawings will be approved by ENGINEER with concurrence of TOWN.

4. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to assist TOWN in determining that the Work is proceeding in accordance with the Contract Documents.

b. Report to TOWN whenever ENGINEER believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise TOWN when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- c. Verify that tests, equipment and systems start-ups and operations and maintenance training are conducted in presence of the appropriate personnel, and that Contractor maintains adequate records thereof; observe record and report to TOWN appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors of other public or private agencies having jurisdiction over the Project, record in writing the results of these inspections and report to TOWN.
- 5. Interpretation of Contract Documents:

Report to TOWN when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarification and interpretation of the Contract Documents as issued by ENGINEER.
- 6. Modifications:

Consider and evaluate Contractor's suggestions for modification in Drawings or Specifications and report with his recommendations to TOWN. Transmit to Contractor decisions issued by ENGINEER.
- 7. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the *AGREEMENT*, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
 - b. Keep a diary, daily report form, or log book, recording hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of equipment and materials.
 - d. Provide complete copies of all records to TOWN at completion of project and furnish individual records to TOWN upon request by TOWN or as needed.
- 8. Reports:
 - a. Furnish TOWN periodic reports, as required of the progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

- b. Consult with TOWN in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to TOWN Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to TOWN upon the occurrence of any accident.

9. Payment Requests:

- a. Review applications for payment with Contractor and TOWN for compliance with the established procedure for their submission, noting particularly the relationship of the payment request to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- b. ENGINEER will process pay applications with cut-off date for each month falling on the last day of every month. ENGINEER will prepare pay applications and present recommendation to TOWN in a timely manner.
- c. ENGINEER will prepare change orders and submit to TOWN with recommendations regarding payment.
- d. ENGINEER will not be responsible for delivery of payment from TOWN to Contractor.

10. Certificates, Maintenance and Operation Manuals:

During the Course of Work verify that certifications, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to TOWN prior to final payment of the Work.

11. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, meet with TOWN, and then submit to Contractor a list of observed items requiring correction or completion.
- b. Conduct final inspection in the company of TOWN and Contractor and prepare a final list of items to be corrected or completed.
- c. Observe that all items on final list have been corrected or completed and make recommendations to TOWN concerning acceptance.

C. Limitation of Authority:

ENGINEER shall not:

1. Exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
 2. Undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
 3. Advise on, or issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures for construction unless such is specifically called for in the Contract Documents.
 4. Advise on or issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 5. Accept Shop Drawing or sample submittals from anyone other than Contractor.
 6. Authorize TOWN to occupy the Work in whole or in part.
- 1.1.2 The ENGINEER shall provide part-time inspections of adequate detail to determine that the work generally complies with the approved construction plans, standards and criteria, and general construction practices and standards. The ENGINEER shall work with the contractors and TOWN's geotechnical consultants to ensure that all necessary tests are performed and properly reported (trench backfill and compaction, street subgrade preparation/proof rolls, asphalt placement and compaction, concrete forms/reinforcement/ placement and strength testing, welding, etc...).
- 1.1.3 ENGINEER shall render their services in accordance with generally accepted 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.

1.2 Contract Administration

- 1.2.1 ENGINEER will provide certain services related to management and administration of the Project including:
- A. Coordination of construction staking.
 - B. Coordination of materials testing.
 - C. Coordination with other jurisdictions.
 - D. General contract administration.
 - E. Preparation and processing of payment applications.
 - F. Preparation and processing of change orders, as needed.

- G. Construction contract closeout.
- H. Requirements of Article 9 of the General Conditions of the Ramland Waterline Replacement Project.
- I. Provide TOWN with weekly status reports and copies of any records kept according to Section 1.1 Construction Observation upon TOWN's request.

1.3 Construction Staking and Surveying

The ENGINEER will provide construction staking in accordance with Section 01400 – Quality Control of the project manual for the Ramland Waterline Replacement Project. This effort shall include:

- 1. Horizontal and vertical control.
- 2. Offset grade and alignment stakes every 50 feet for pipe, bends/fittings, valves, boring/casing, hydrants, and services.
- 3. As-built survey of completed improvements.

1.4 Stakeout

The ENGINEER shall prepare all of the construction stakeouts necessary to accomplish the surveying described in 1.3 above.

SECTION 2 - Additional Services

Services not contemplated in Section 1 may be required of ENGINEER from time to time by the Board of Trustees or the Board's designee. If such work is to be performed as typical duties of the Town Engineer, as determined by the TOWN and the ENGINEER, 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. In addition, it is anticipated that the ENGINEER will be requested to prepare engineering designs, studies, and/or surveys that exceed either the scope or the estimated costs described in Section 1.1. Under those circumstances, if requested by the TOWN, the ENGINEER and the TOWN will enter into a separate Agreement to better define the scope, schedule, and fees of that specific project.

Specific services not included in this *AGREEMENT* include, but are not limited to:

- 2.1** Building inspection services, including foundation, electrical, plumbing/heating inspections, or any other duties assigned to the TOWN building inspector or building official.
- 2.2** Geotechnical or materials testing.
- 2.3** Easement negotiations.
- 2.4** Enforcement of County, State, or Federal regulations pertaining to construction site safety, pollution, hazard mitigation, endangered or threatened species, etc....

SECTION 3 - Period of Service; Service Nonexclusive

The Period of Service for this work shall commence upon the signing of this *AGREEMENT* by the TOWN and shall end at the pleasure and convenience of the TOWN Board of Trustees, as stipulated in Section 6.1.2. Work shall progress in a timely manner to support the schedules established by the TOWN and ENGINEER. The TOWN may employ, at its expense and outside the terms of this *AGREEMENT*, other engineers that the TOWN Board of Trustees determines to be necessary.

SECTION 4 - Compensation

4.1 Methods of Payment for Services and Expenses of Engineer

- 4.1.1 Services provided under Section 1 – Basic Services, will be based on hourly rates plus expenses according to the ENGINEER's current and approved Schedule of Fees (Exhibit A), estimated not to exceed \$22,000.00.
- 4.1.2 Services authorized and provided under Section 2 - Additional Services, will be based on hourly rates plus expenses according to the ENGINEER'S then current Schedule of Fees (Exhibit A).
- 4.1.3 The parties may revise the Schedule of Fees set forth on Exhibit A at any time during this *AGREEMENT*. Any such revised Schedule shall become effective upon approval and execution by the parties, with a copy of such revised Schedule to be attached to this *AGREEMENT* as a revised Exhibit A.

4.2 Times of Payments

The ENGINEER shall submit monthly invoices for work actually completed and costs incurred 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 TOWN projects.
- 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 \$150,000 per person and \$600,000 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.

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 12, 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 Vandersall, Town Clerk

Date: _____

COLORADO CIVIL GROUP, INC.
(ENGINEER)

By: _____
David B. Lindsay, President

Attest: _____
Lindsay Hearn

Date: 2-6-2019

Exhibit A
2019 Summary of Fees

ENGINEERS (\$/hr)

Senior Project Engineer	\$95 - \$130
Project Engineer	\$90 - \$120
Design Engineer	\$80 - \$100

CONSTRUCTION INSPECTION (\$/hr)

Senior Inspector	\$70 - \$85
Inspector	\$55 - \$70

DESIGNER/CAD TECH (\$/hr)

Senior Designer/Tech	\$60 - \$75
Designer/CAD Tech	\$45 - \$60

ADMINISTRATION/SUPPORT SERVICES (\$/hr)

Secretarial/Clerical	\$35 - \$50
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REIMBURSABLES

Mileage	\$0.50/mi.
Copies (standard in-house)	Labor Rate
Copies (standard out-sourced)	Cost + 5%
Copies (24x36 in-house)	Labor Rate
Copies (24x36 out-sourced)	Cost + 5%
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.

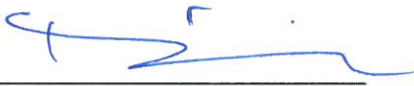
**Town of Firestone
Contractor's Pre-Contract Certification
Regarding Employing Illegal Aliens**

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 6TH day of FEB., 2019.

Proposer:
Colorado Civil Group, Inc.

By: 

Title: President

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.d.

Discussion/Action

Meeting Date: February 13, 2019

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Resolution 19-09: A RESOLUTION PRESCRIBING THE PAYMENT RATE FOR PAYMENTS OF CASH-IN-LIEU OF WATER RIGHTS DEDICATIONS TO THE TOWN OF FIRESTONE, COLORADO.

SUMMARY

Firestone accepts cash-in-lieu of actual dedication water for projects that require less than 1.8 acre-feet or 3 C-BT to satisfy dedication requirements. The cash-in-lieu amount is a function of the current market value of C-BT water and estimated administrative costs of the Town to purchase water. Attached is a resolution for consideration by the Board of Trustees to adjust the cash-in-lieu of dedication amount reflective of 60-day average of market value of C-BT.

HISTORY AND PREVIOUS BOARD ACTION

The current cash-in-lieu amount was set at \$27,750.00/C-BT Share per Resolution No. 17-37.

RECOMMENDATION

Staff recommends the Board of Trustees approve the resolution setting the new cash-in-lieu amount of dedication of water shares at \$38,750.00.

ALTERNATIVES

The Board could decide to leave the amount at its current level and direct staff to Prepare a resolution with a different amount.

ATTACHMENTS

1. Resolution 19-09 A RESOLUTION PRESCRIBING THE PAYMENT RATE FOR PAYMENTS OF CASH-IN- LIEU OF WATER RIGHTS DEDICATIONS TO THE TOWN OF FIRESTONE, COLORAD
2. 60 Day Market Value Data

FINANCIAL CONSIDERATIONS

None at this time.

RESOLUTION NO.19-09

A RESOLUTION PRESCRIBING THE PAYMENT RATE FOR PAYMENTS OF CASH-IN- LIEU OF WATER RIGHTS DEDICATIONS TO THE TOWN OF FIRESTONE, COLORADO.

WHEREAS, the Town operates a municipal water system and requires the dedication of water rights in connection with the annexation, subdivision and development of, and water service to, properties within the Town; and

WHEREAS, pursuant to Sections 1.08.050 and 13.08.010 of the Firestone Municipal Code, the Town allows, under prescribed circumstances and in the sole and absolute discretion of the Town, for the dedication requirement to be met by payment of cash in lieu of dedication; and

WHEREAS, Sections 1.08.050 and 13.08.010 provide that the rate for payments of cash-in-lieu of water rights shall be as determined by the Board of Trustees from time to time by resolution, such rate to be not less than one hundred and ten percent (110%) of the then-current price of a Colorado Big Thompson (“CBT”) unit, with an assumed annual yield of 0.60 acre-feet of actual water per CBT unit; and

WHEREAS, the Board of Trustees previously approved a resolution setting the payment rate at \$27,750.00 per unit of CBT water; and

WHEREAS, the Board of Trustees desires to re-adopt such rate and confirm the assumed yield requirements of Sections 1.08.050 and 13.08.010 of the Firestone Municipal Code;

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

Section 1. Effective upon the adoption of this resolution, the payment rate for payments of cash-in-lieu of water rights dedications shall be \$38,750.00 per unit of Colorado Big Thompson (“CBT”) water, with an assumed yield of 0.60 acre-feet per CBT unit. Said rate shall remain in effect until revised by subsequent resolution of the Board of Trustees.

Section 2. The charges set by this resolution shall supersede and replace any charges previously set or adopted by the Board of Trustees for the same purpose.

Section 3. All other resolutions or portions thereof inconsistent or conflicting with this resolution or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

Stratecon, Inc.
Colorado-Big Thompson Units Transactions Report
Reflects November 2018 activity

Acquirer	Supplier	Purpose	Prior Use	Units	Terms
Boulder County	Private party	Open Space	Irrigation	5	NA ⁺
North Weld County Water District	Irrigator	Municipal	Irrigation	23	Transfer for taps
North Weld County Water District	Irrigator	Municipal	Irrigation	2	\$30,100/unit
Town of Berthoud	Irrigator	Municipal	Irrigation	10	\$35,000/unit
Town of Berthoud	Irrigator	Municipal	Irrigation	5	\$35,000/unit
Town of Pierce	Platte Valley Irr. Co.*	Municipal	Irrigation	1	Transfer for taps
Town of Platteville	Platte Valley Irr. Co.*	Municipal	Irrigation	1	Transfer for taps

*Transfers from Platte Valley Irrigation Company were made on behalf of a PVIC shareholder.

⁺ Transfer to Boulder County Parks and Open Space was party of a larger real estate transaction.

Average price for paid transactions = \$34,424/unit

Stratecon, Inc.
Colorado-Big Thompson Units Transactions Report
Reflects December 2018 activity

Acquirer	Supplier	Purpose	Prior Use	Units	Terms
Central Weld County Water District	Platte Valley Irr. Co.	Municipal	Irrigation	16	Transfer for taps
Private entity ⁺	Private entity	Inactive	Irrigation	63	\$36,111.97
Private entity	Private entity	Irrigation	Inactive*	20	NA
Town of Firestone	Private entity	Municipal	NA	20	Transfer for taps
Town of Windsor	Irrigator	Municipal	Irrigation	1	\$32,500/unit

⁺ This transfer was the result of an auction of 63 units that were in direct violation of Northern Water's Storage & Parking Agreement rule. The price noted here was the top bid.

*The units transferred between private parties were part of a larger real estate transaction. The buyer is a tax exempt entity that does not qualify for a class D contract, so the units were placed in the inactive account and will be dedicated to a water supplier within the next year, when the entity develops the land.

Average price for paid units = \$36,056/unit