FIRESTONE
COLORADO

BOARD OF TRUSTEES

REGULAR MEETING AGENDA

May 22, 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 May 8, 2019 Regular Meeting Minutes

   5.b. 2019 Water Leasing Memo

   5.c. Appointment to the Finance Authority Vacancy - John Damsma and Re-appointment of Matt Holcomb

6. **Presentation**

   6.a. Colorado Law Enforcement State Accreditation - John Camper, Director

   6.b. Santa Cops Awards - Beverly Medina

   6.c. Frederick-Firestone Fire Protection District - 1st Quarter Service Report - Jeremy Young, Fire Chief

7. **Discussion/Action**

   7.a. **Resolution 19-40**: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT FOR THE WOOSTER AVENUE WATERLINE REPLACEMENT PROJECT

   7.b. **Resolution 19-41**: A RESOLUTION AWARDING A GEOTECHNICAL OBSERVATION AND MATERIAL TESTING CONTRACT FOR THE WOOSTER AVENUE WATERLINE REPLACEMENT PROJECT

* 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.c. **Resolution 19-42**: A RESOLUTION AWARDING A CONSTRUCTION ENGINEERING SERVICES CONTRACT FOR THE WOOSTER AVENUE WATERLINE REPLACEMENT PROJECT

7.d. Consideration of Donation for Prairie Ridge Elementary School - Restorative Justice Program Training

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

9. Reports and Committees

9.a. Staff

9.a.i. Finance Update for April 2019

9.b. Mayor

9.c. Trustees

10. Adjournment

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

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

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
May 8, 2019

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on May 8, 2019, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:03 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar
Mayor Pro-tem: Drew Peterson
Trustees: Don Conyac
George Heath
Samantha Meiring (absent – excused)
Frank A. Jimenez
Doug Sharp

Staff: **Present**: Jessica Clanton, Director of Finance; Jan Sloat, Director of Human Resources; Paula Mehle, Director of Economic Development & FURA; Dave Lindsay, Engineer; Marty Ostholhoff, Planning Manager; Todd Bjerkaas, Director of Planning & Development; David Montgomery, Chief of Police; Leah Vanarsdall, Town Clerk; Rusti Roberto, Deputy Town Clerk; Julie Pasillas, Director of Community Resources; William Hayashi, Town Attorney & AJ Krieger, Town Manager

2. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Mayor Bobbi Sindelar

3. APPROVAL OF AGENDA

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

4. PUBLIC COMMENT

None

5. CONSENT AGENDA

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

6. PRESENTATION

a. Eagle Scout Project – Tennis Balls – Drexel Cox

b. Frederick FBLA – National Leadership Conference – Brian Enns
Motion by Mayor Pro-Tem Peterson, **second** by Trustee Conyac, to approve $1000 to Frederick FBLA – National Leadership Conference
Roll Call Vote: Trustee Jimenez – yes, Mayor Pro- tem Peterson – yes, Trustee Conyac – yes, Trustee Sharp – yes, Trustee Heath – yes. All in Favor, **Motion carried**.

c. Introduction of Special Thanks And Recognition Award (STAR) – Jan Sloat, Director of HR
Motion by Trustee Jimenez, **second** by Mayor Pro-Tem Peterson to approve the implementation of the Introduction of Special Thanks and Recognition Award (STAR). All in Favor, **Motion carried**.

d. Prairie Ridge Elementary – Restorative Justice Program – Amy Shears
Further discussion needed by the Board regarding donation.

7. DISCUSSTION/ACTION ITEMS

a. COP's – Ordinance 952: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY BY THE TOWN OF A SITE LEASE AGREEMENT AND A LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN PUBLIC IMPROVEMENTS
Motion by Trustee Conyac, **second** by Trustee Sharp, to adopt **COP's – Ordinance 952:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY BY THE TOWN OF A SITE LEASE AGREEMENT AND A LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN PUBLIC IMPROVEMENTS
Roll Call Vote: Trustee Jimenez – yes, Trustee Heath – yes, Trustee Conyac – yes, Trustee Sharp – yes, Mayor Pro-tem Peterson - yes. All in Favor, **Motion carried**.

b. Appointment to Planning Commission
Motion by Trustee Jimenez, **second** by Trustee Conyac, to appoint Chris Gillard to the Planning Commission and David Okada as alternate to the Planning Commission
Roll Call Vote: Trustee Heath – yes, Trustee Conyac – yes, Trustee Jimenez – yes, Trustee Sharp – yes, Mayor Pro-tem Peterson - yes. All in Favor, **Motion carried**.

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

9. REPORTS/COMMITTEE UPDATES

a. Staff

9.a.i. 2019 First Quarter Financial Report – Jessica Clanton, Director of Finance

b. Mayor

c. Trustees

10. EXECUTIVE SESSION Open: 8:33pm Closed: 9:03

a. An **Executive Session**, pursuant to C.R.S. 24-6-402(4)(a), to discuss the acquisition of certain property rights for a municipal park; and pursuant to C.R.S. 24-6-402(4)(e)(I), for purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiators, and instructing negotiations regarding the acquisition of certain property rights for a municipal park.

Trustee Jimenez recuses himself

Staff invited to stay: AJ Kreiger, Town Manager; William Hayashi, Town Attorney

Motion by Mayor Pro-tem Peterson, **second** by Trustee Sharp, to enter into An **Executive Session**, pursuant to C.R.S. 24-6-402(4)(a), to discuss the acquisition of certain property rights for a municipal park; and pursuant to C.R.S. 24-6-402(4)(e)(I), for purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiators, and instructing negotiations regarding the acquisition of certain property rights for a municipal park. **Roll Call Vote**: Trustee Heath – yes, Trustee Conyac – yes, Trustee Sharp – yes, Mayor Pro-tem Peterson - yes. All in Favor, **Motion carried**.

11. ADJOURNMENT

Motion by Trustee Heath, **second** by Mayor Pro-tem Peterson, to adjourn meeting at 9:11 pm. All in Favor, **Motion carried**.

Introduced and Approved this 22nd day of May, 2019.

TOWN OF FIRESTONE, COLORADO

____
Bobbi Sindelar, Mayor

ATTEST

____
Rusti Roberto, Deputy Town Clerk

clear**WATER**solutions
water rights • planning • engineering

MEMORANDUM CWS File #07-240

To: Town of Firestone Board c/o Julie Pasillas

From: Steve Nguyen, P.E. SN

Date: May 16, 2019

Subject: 2019 CBT Leasing

Thank you for your request for Clear Water Solutions, Inc. to help Firestone generate revenues from leasing the Town's projected unused Colorado Big Thompson (CBT) supplies. Clear Water Solutions, Inc. continues to evaluate the Town's CBT water ownership to determine the excess CBT available to lease in 2019. We no longer monitor water usage on a monthly basis, but should do so to make sure projected usage is on track with actual usage throughout the year for both Firestone's CBT Quota account and Carryover account. An abnormally high usage summer may require that the Town look for CBT toward the end of the Water Year, and Firestone will want to monitor and know that in advance. In order for us to do this, we need water use data reported to us monthly.

Northern Water manages CBT Allottee accounts on the Water Year – November 1 to October 31. The Town's current water ownership is 5,311 CBT units. The Northern Water Board set a 50% quota in November 2018. They recently issued a supplemental quota of 20% in April 2019. With the 70% overall quota, the Town's quota account is 3,717.7 acre-feet. The Town paid for and carried over an additional 1,045.0 acre-feet, raising its total CBT account (Quota and Carryover Accounts) to 4,762.7 acre-feet.

The Town's metered water usage from November 2018 through April 2019 was 460 acre-feet. We project the Town's water usage from May 2019 through October 2019 will be 1,874 acre-feet; a total estimated water use of 2,334 acre-feet for the 2019 Water Year.

With the Town maximizing its carryover again into 2020, which we project at 1062.2 acre-feet, and considering Central Weld's requirement to include 20% of previous year's water demand plus a 10% growth factor, we project the Town has 616 acre-feet to lease. We recommend the Town lease 500 acre-feet now and revisit available CBT supplies in August 2019 for additional leases.

Recent CBT rental rates early in the season have been over $100 per acre-foot. Some leases were up to $130 per acre-foot. I know the Town has relationships with its agricultural lessees, so it is up to the Town what it wants to do for rental price. We have rented in the $40-$50 per acre-foot range in the past. The Board should keep in mind that the Town is assuming some level of risk by renting its CBT supplies this early in the year, and there is a cost for staff to administer the leases.

The Town entered into a supply agreement where the Town will give first right to the lessee to rent the Town's excess CBT water each year and in exchange the Town has the first right of refusal to lease or purchase their CBT water in the future at the market price at that time.

Please let me know if you have any questions.

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 5.c. **Consent Agenda** **Meeting Date:** May 22, 2019 **Initiated By:** **Dept:** Town Clerk

AGENDA TITLE
Appointment to the Finance Authority Vacancy - John Damsma and Re-appointment of Matt Holcomb

SUMMARY
The Finance Authority of the Town of Firestone is a three (3) member Authority.

With a recent resignation, the Authority needs to appoint a new member.

On Thursday, May 16, 2019, John Damsma stated he would like to be appointed to the Authority.

Also, Matt Holcomb's term will expire May 31, 2019. After speaking with Matt, he would like to remain on the Authority.

HISTORY AND PREVIOUS BOARD ACTION
The Authority meets on an as needed basis and must have three (3) members with a majority of two (2) for a quorum.

RECOMMENDATION
To appoint John Damsma as the new Finance Authority Member and to re-appoint Matt Holcomb.

ALTERNATIVES
Board to give Staff further direction

ATTACHMENTS
None

FINANCIAL CONSIDERATIONS
N/A

1st QUARTER SERVICE REPORT
January 1 – March 31, 2019

Prepared for: The Town of Firestone

FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT
Leading Together, By Serving Together

OFFICE OF THE FIRE CHIEF
Office: (303) 833-2742
Fax: (303) 833-3736
E-Mail: jyoung@fffd.us

April 26, 2019

Town of Firestone
151 Grant Ave
Firestone, CO 80520

Mayor Sindelar, Honorable Trustees, and Town Manager Krieger

In compliance with the District's Inter-Governmental Agreement (IGA) with the Town of Firestone, enclosed is the quarterly service report of our performance during the 1st quarter of 2019. The report contains four (4) categories; response times, training hours, code enforcement activities, and customer feedback items for the Fire District.

The response time report contains two (2) sections; total average response time and explanations for response times over seven (7) minutes. The average response time required by the IGA is 5.5 minutes 80% of the time. The District responded to a total of 505 emergency incidents between January 1 and March 31, 2019, with an average emergency response time of 4.95 minutes. The summary of responses over seven (7) minutes can be found on the *Incident Response Time Overages* report. Please note, it is District policy not to respond emergent to routine incidents such as blood draws, agency assist calls, or other non-emergency and non-life-threatening situations. For a specific explanation of all overages, please see the report.

The training report is divided into two (2) sections as well; fire and rescue training hours and emergency medical training hours. All training conducted by the District is taught according to State of Colorado Division of Fire Prevention & Control standards which in turn encompass International Fire Services Accreditation Council (IFSAC) and National Fire Protection Association (NFPA) standards. All medical training is approved by the District's Medical Director to meet or exceed Denver Metropolitan Medical Care Protocols. For the 1st Quarter of 2019, District employees and reserves participated in 3,587 hours of fire, rescue and emergency medical service training.

The Community Risk Reduction Division completed 165 fire safety inspections during the 1st Quarter of 2019. Additionally, nine (9) Certificates of Occupancies were issued for businesses in the District. Also, there were two (2) fire investigations completed for a vehicle fire and commercial structure fire.

In addition to the information provided above, other notable projects and activities completed in the 1st Quarter of 2019 included:

- **Community Outreach & Intergovernmental Relations**

  - Chief Young and Asst. Chief Iacino attended the Carbon Valley Rotary's Community Heroes Breakfast on January 15. Our own Paramedic/Firefighter Chandler Martinez was awarded the Community Hero Award. We thank Chandler for all his hard work and dedication not only to the District, but also his community.

  - Chief Young continued to meet with both Town Manager's in the 1st Quarter of 2019 to discuss the options and availability of Impact Fee's for all new construction into the District to help supplement future Capital Infrastructure. Both Town leaders continue to discuss with their Boards on moving this forward for the Fire District in 2019. The Fire District is limited on how to collect funding and is mostly supported by property taxes alone. The Fire District is unable to collect sales tax and are limited by Colorado Statute on what fees can be implied by a Special District such as the Fire District.

  - Chief Young and Asst. Chief Iacino met with Mid-West Trust Company in Boulder to discuss the plotting and securing of land for potential relocation of Station 2 in the future to assist in fire and emergency medical coverage to our growing community. We made our proposal and further discussion was held on the matter. It is being presented to the Trustees of the Trust for approval or direction to be taken.

  - The Carbon Valley Emergency Management Coordinator (EMC) hiring process was completed in the 1st Quarter of 2019. Interview panels were made up of individuals from the State of Colorado Department of Homeland Security and Emergence Management, Weld County Office of Emergency Management, St. Vrain School District Emergency Preparedness, Loveland Fire Authority Emergency Management and Frederick-Firestone Fire District. The Carbon Valley EMA Advisory Board met on February 28, 2019 to review the results and develop a plan of moving forward. A job offer was made to Merrie Leach Garner. Merrie worked for Weld County Office of Emergency Management. She has worked within Weld County since 2013 and was part of the 2013 Floods. Before Weld County she worked for Boulder County's Office of Emergency Management. Merrie and her family are residents of Frederick and she started her new role on April 1, 2019 with the Fire District supporting all of Carbon Valley.

Please review the enclosed material at your convenience. If you have any questions or should you need any additional information, please feel free to contact me. As always, if we can do anything to improve our service to the Town, please do not hesitate to contact me directly.

Respectfully,

Jeremy A. Young MS, EFO, CFO
Fire Chief

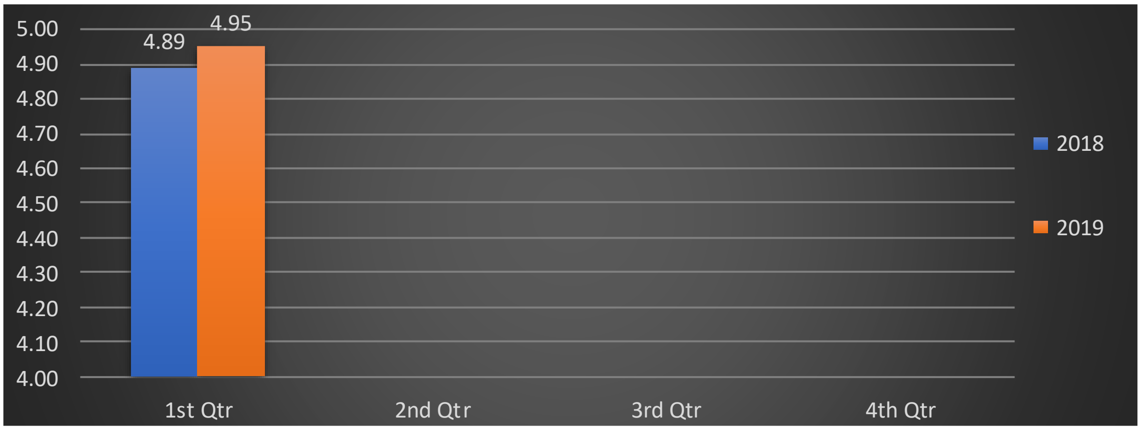
FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

ASSISTANT CHIEF OF OPERATIONS
Office: (303) 833-2742
Fax: (303) 833-3736
Email: dprunk@fffd.us

RESPONSE SUMMARY
January 1 – March 31, 2019

	2018	2019
Total incidents January – March:	504	505
Total number of non-emergency response calls:	258	274
Total number of emergency response calls:	246	231
Total number of ambulance transports:	210	231
Average response time for emergency response calls:	**4.89 min**	**4.95 min**

Average Emergency Response Times
(Minutes & Seconds)



FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

ASSISTANT CHIEF OF OPERATIONS
Office: (303) 833-2742
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Email: dprunk@fffd.us

RESPONSE TIME OVERAGES
January 1 – March 31, 2019

INCIDENT #	DATE	ALARM TIME	RESPONSE MINUTES	EXPLANATION
Station 1				
2019-00047	01/08/2019	18:01	8	Multiple calls for service
2019-00081	01/16/2019	10:57	7	Distance only, no outside factors
2019-00258	02/20/2019	2:24	7	Primary unit in training/meeting
2019-00364	03/07/2019	13:04	7	Distance only, no outside factors
2019-00439	03/21/2019	3:29	8	Distance only, no outside factors
Station 2				
2019-00123	01/24/2019	6:39	9	Road conditions, weather/construction
2019-00208	02/09/2019	9:29	8	Response and access to I-25
2019-00265	02/21/2019	11:14	7	Primary unit in training/meeting
2019-00324	03/02/2019	6:38	9	Road conditions, weather/construction
2019-00361	03/07/2019	11:26	9	Distance only no outside factors
2019-00396	03/13/2019	13:55	9	Road conditions, weather/construction
2019-00402	03/14/2019	23:04	7	Distance only no outside factors
Station 3				
2019-00009	01/03/2019	10:32	7	Distance only, no outside factors
2019-00069	01/13/2019	20:50	7	Multiple calls for service
2019-00219	02/10/2019	16:28	7	Multiple calls for service
2019-00327	03/02/2019	19:52	7	Road conditions, weather/construction
2019-00338	03/04/2019	5:40	7	Road conditions, weather/construction
2019-00423	03/19/2019	4:31	7	Distance only, no outside factors

FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

OPERATIONS SECTION
Training Division
Office: (303) 833-2742
Fax: (303) 833-3736
E-Mail: jvenerable@fffd.us

TRAINING SUMMARY
January 1 – March 31, 2019

Total Fire Training Hours January - March: **3,065.75**

Total EMS Training Hours January - March: **522.50**

Overview of Training Events:

- EMT Firefighters Garrett Timm and Kory Knill completed the three-day Blue Card Incident Command certification course conducted by the Frederick-Firestone Training Division and Battalion Chief Greg Gilbert.
- Captain Loveridge attended the four-day Chief Officer Training Curriculum course in Grand Junction Colorado.
- The Advanced Cardiac Life Support renewal course was completed by Paramedic Firefighters Stacy Flaherty, Andrew Barsalou, Safety and Medical Officer Bret Joseph, Lieutenant Mitch Cox, and EMT Intermediate Firefighter Tobias Kridel. This certification is valid for two years and is a requirement of their EMS certification level.
- All personnel completed the annual EMS skills evaluation. The skills evaluation was conducted by the District's medical advisor group from SCL Health.
- Members of the North Area Technical Rescue attended the first quarter training on Confined Space Medical Specialist at the North Metro Fire Training Center.
- Lieutenant Trevor Williamson and EMT Firefighters Garrett Timm and Kenny Najera attended a one day "Tricks of the Truck" training at Estes Valley Fire Rescue.
- All certified Blue Card Incident Commanders completed quarterly evaluations on single family residential structures and multi-family residential structures as conducted by the Training Division.
- Assistant Chief Doug Prunk completed a five-week Fire Service Leadership study course hosted by Front Range Fire Rescue.

- Hazmat Technician personnel attended the quarterly Southwest Weld Hazmat training.

- Fifteen members completed the certification renewal process for the National Registry Emergency Medical Technician. This is a two-year renewal period based on continuing education provided by medical direction at Good Samaritan.

- Assistant Chief Steve Iacino and Battalion Chief Chris Edwards attended the International Code Council Conference held in Denver. The Conference was utilized to obtain continuing education for Fire Inspector certification.

- Lieutenant Josh Williams and Paramedic Firefighters Stacy Flaherty and Andrew Barsalou attended a one-day Impact of Fire Attack course hosted by AIMS Community College in Windsor, Colorado.

FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

ASSISTANT CHIEF OF PLANNING
Office: (303) 833-2742
Fax: (303) 833-3736
E-Mail: siacino@fffd.us

PLANNING SECTION SUMMARY
January 1 – March 31, 2019

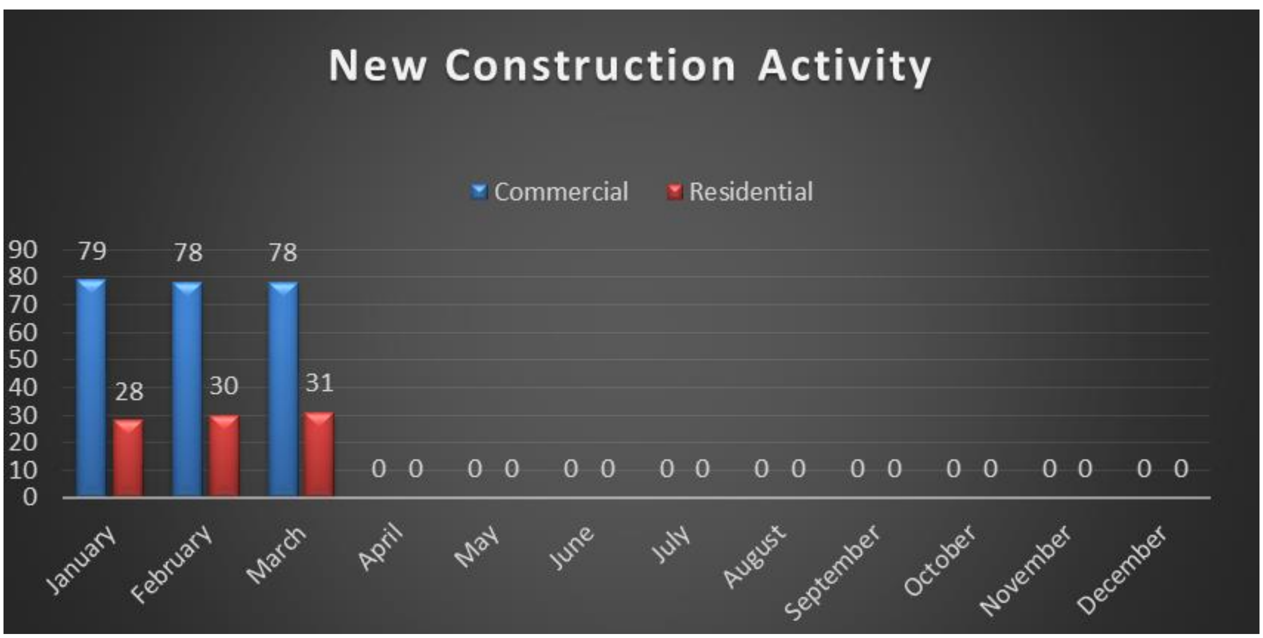
Fire Safety Inspections Completed

- Life Safety Inspections – 165 Fire/Life Safety Inspections

Certificate of Occupancy Approved

- Kiddie Cove Childcare
- HDog Pro Dog Care
- Prairie Ridge Elementary School BDA Project
- UC Health Tenant Finish
- EZ Excavating
- Legacy Elementary School BDA Project
- Bret's Electric Tenant Finish
- Frontier Metal Stamping
- Stapp Toyota Fuel Cell

New Construction Activity (year to date)



Fire Investigations

- Vehicle Fire
- Commercial Structure Fire

Youth Firesetting Prevention and Intervention Program

- Five (5) JFS active cases

Fire Station 4 Project

- We received a Temporary Certificate of Occupancy on March 11, 2019
- Crews began operating out of Fire Station 4 on March 28, 2019
- We will have a Dedication Ceremony on May 31, 2019. Invitations have been sent out.

Community Outreach Programs

- Blood Pressure checks for seniors at the Carbon Valley Rec Center.
- CPR/AED/Basic First Aid Skills Check at the B&E Center for the Colorado Rangers.
- Community CPR/AED/Basic First Aid recertification class at the B&E Center.
- Coal Ridge Middle School 7th Grade presentations on when to call 9-1-1 and basic first aid.
- Created event for smoke detector battery replacement at Prairie Greens in Frederick. Event will be March 16.
- Instructed community CPR/AED/Basic First Aid Class.
- Hosted one day of Spring Break Give Back Day with local High School kids.
- Attending weekly Carbon Valley Rotary Breakfast Meetings.

Media Feedback/Social Media Insights

- Completed 2019 Events Calendar with the Towns.
- Continue to work on new website updates and changes.
- Completed the monthly Constant Contact newsletters for delivery.

Fourth Street
Third Street
Wooster Avenue
Grant Avenue
Second Street
First Street

COLORADO CIVIL GROUP, INC.
Engineering Consultants

Memo

TO: **Ms. Julie Pasillas, Community Resource Director**

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

DATE: **May 15, 2019**

SUBJECT: **Wooster Avenue Waterline Replacement Project**

PROJECT No.: **0668.0184.07**

BUDGET GL#: **800.8000.5000.000.522**

On May 15, 2019 we opened the bid for the Wooster Avenue Waterline Replacement Project construction. We publicly advertised the project, eight contractors attended the mandatory pre-bid meeting and five submitted bids. We evaluated all bids and determined they were all responsive and accepted them. A tabulation that compares the bids and our final construction cost estimate is attached for your reference. DeFalco Construction Company provided a total construction bid of $307,501.90.

DeFalco Construction Company has been on the Town's bidders list in the past and has always been responsive to the Town construction projects and requests for bids. They were the successful low bidder for the McClure Avenue Widening Project that was completed in 2018. The Town was satisfied with their work on the project, which included a water line installation.

Based on the information provided in the bid, we recommend the Firestone Board of Trustees award the construction contract for the Wooster Avenue Water Line Replacement Project to DeFalco Construction Company.

Below is the project budget tracking information.

DESCRIPTION	2019 BUDGET	CONTRACT AMOUNT	ACTUAL COST	BUDGET to ACTUAL DIFFERENCE
Wooster Avenue Waterline Replacement	$288,100.00	$307,501.90	$0.00	$288,100.00
Materials Testing	$8,500.00	$4,325.00	$0.00	$8,500.00
Construction Engineering	$42,500.00	$28,000.00	$0.00	$42,500.00
Total Project	$339,100.00	$339,826.90	$0.00	$339,100.00

BID TABULATION
WOOSTER AVENUE WATER LINE REPLACEMENT

				DeFalco Construction		Coyote Ridge Construction, LLC		NCC		EZ Excavating, Inc		Coal Creek Excavation, Inc.		Engineer's Estimate	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE
EROSION CONTROL															
1	CURB INLET PROTECTION	EA	2	$107.00	$214.00	$350.00	$700.00	$175.00	$350.00	$162.00	$324.00	$195.00	$390.00	$200.00	$400.00
	SUBTOTAL				**$214.00**		**$700.00**		**$350.00**		**$324.00**		**$390.00**		**$400.00**
WATER LINE INSTALLATION															
2	8" PVC WATER LINE	LF	1,645	$73.65	$121,154.25	$60.00	$98,700.00	$71.00	$116,795.00	$69.40	$114,163.00	$67.99	$111,843.55	$65.00	$106,925.00
3	8" PVC RESTRAINED JOINTS	LF	111	$10.60	$1,176.60	$50.00	$5,550.00	$12.00	$1,332.00	$73.20	$8,125.20	$32.50	$3,607.50	$25.00	$2,775.00
4	8" MRJ PLUG W/RESTRAINT	EA	1	$442.00	$442.00	$850.00	$850.00	$1,700.00	$1,700.00	$864.00	$864.00	$750.00	$750.00	$700.00	$700.00
5	8" X 8" MRJ TEE W/TB	EA	1	$750.00	$750.00	$1,295.00	$1,295.00	$1,800.00	$1,800.00	$3,731.00	$3,731.00	$1,150.00	$1,150.00	$750.00	$750.00
6	8" MRJ 45° BEND W/TB	EA	11	$570.00	$6,270.00	$1,000.00	$11,000.00	$1,500.00	$16,500.00	$1,362.00	$14,982.00	$995.00	$10,945.00	$500.00	$5,500.00
7	ROMAC MACRO HP COUPLING - CONNECT TO 8" ACP WATER LINE	EA	2	$1,700.00	$3,400.00	$1,250.00	$2,500.00	$2,000.00	$4,000.00	$2,682.00	$5,364.00	$995.00	$1,990.00	$1,000.00	$2,000.00
8	8" MRJ GTV & BOX	EA	4	$1,675.00	$6,700.00	$2,000.00	$8,000.00	$2,000.00	$8,000.00	$2,376.00	$9,504.00	$2,350.00	$9,400.00	$1,600.00	$6,400.00
9	FIRE HYDRANT ASSEMBLY	EA	3	$6,240.00	$18,720.00	$6,150.00	$18,450.00	$9,300.00	$27,900.00	$8,367.00	$25,101.00	$7,450.00	$22,350.00	$7,000.00	$21,000.00
10	FOAM INSULATION	LF	90	$37.65	$3,388.50	$55.00	$4,950.00	$13.00	$1,170.00	$15.20	$1,368.00	$18.60	$1,674.00	$50.00	$4,500.00
11	CONNECT TO EXISTING 8" WATER LINE	EA	2	$1,458.00	$2,916.00	$1,295.00	$2,590.00	$6,500.00	$13,000.00	$1,621.00	$3,242.00	$10,450.00	$20,900.00	$5,000.00	$10,000.00
12	CONNECT EXISTING WATER SERVICES	EA	36	$936.00	$33,696.00	$1,350.00	$48,600.00	$1,100.00	$39,600.00	$823.00	$29,628.00	$1,050.00	$37,800.00	$1,000.00	$36,000.00
13	INSTALL NEW CURB STOPS	EA	36	$358.00	$12,888.00	$875.00	$31,500.00	$700.00	$25,200.00	$654.00	$23,544.00	$300.00	$10,800.00	$500.00	$18,000.00
14	REMOVE EXISTING 8"X4" MRJ REDUCER	EA	1	$675.00	$675.00	$815.00	$815.00	$500.00	$500.00	$995.00	$995.00	$495.00	$495.00	$500.00	$500.00
15	REMOVE EXISTING 8" 90° MRJ BEND	EA	1	$600.00	$600.00	$750.00	$750.00	$500.00	$500.00	$995.00	$995.00	$495.00	$495.00	$500.00	$500.00
16	EXISTING VALVE TO BE REMOVED	EA	6	$800.00	$4,800.00	$690.00	$4,140.00	$500.00	$3,000.00	$846.00	$5,076.00	$650.00	$3,900.00	$500.00	$3,000.00
17	EXTISTING BLOWOFF VALVE TO BE REMOVED	EA	1	$600.00	$600.00	$575.00	$575.00	$500.00	$500.00	$995.00	$995.00	$700.00	$700.00	$500.00	$500.00
18	EXISTING FIRE HYDRANT TO BE REMOVED	EA	3	$1,600.00	$4,800.00	$700.00	$2,100.00	$900.00	$2,700.00	$1,173.00	$3,519.00	$995.00	$2,985.00	$1,300.00	$3,900.00
19	FLASH FILL ABANDONED WATER LINES	CY	6	$440.00	$2,640.00	$1,000.00	$6,000.00	$640.00	$3,840.00	$867.00	$5,202.00	$300.00	$1,800.00	$150.00	$900.00
	SUBTOTAL				**$225,616.35**		**$248,365.00**		**$268,037.00**		**$256,398.20**		**$243,585.05**		**$223,850.00**
STREET REMOVAL & REPLACEMENT															
20	ASPHALT/CONCRETE SAW-CUT	LF	500	$3.50	$1,750.00	$10.00	$5,000.00	$1.50	$750.00	$2.90	$1,450.00	$3.50	$1,750.00	$3.00	$1,500.00
21	ASPHALT/CONCRETE REMOVAL	SY	2,242	$4.10	$9,192.20	$10.50	$23,541.00	$4.00	$8,968.00	$19.00	$42,598.00	$3.75	$8,407.50	$7.00	$15,694.00
22	2" ASPHALT PATCH	SYI	4,484	$8.40	$37,665.60	$11.50	$51,566.00	$5.00	$22,420.00	$8.95	$40,131.80	$9.00	$40,356.00	$5.00	$22,420.00
23	LANDSCAPE REMOVAL & REPLACEMENT	SF	205	$6.75	$1,383.75	$24.50	$5,022.50	$10.00	$2,050.00	$7.95	$1,629.75	$10.00	$2,050.00	$3.00	$615.00
	SUBTOTAL				**$49,991.55**		**$85,129.50**		**$34,188.00**		**$85,809.55**		**$52,563.50**		**$40,229.00**
MISCELLANEOUS															
24	TRAFFIC CONTROL	LS	1	$17,730.00	$17,730.00	$34,206.00	$34,206.00	$20,000.00	$20,000.00	$22,122.00	$22,122.00	$15,000.00	$15,000.00	$17,000.00	$17,000.00
25	MOBILIZATION (5%)	LS	1	$13,950.00	$13,950.00	$16,599.50	$16,599.50	$15,500.00	$15,500.00	$5,814.00	$5,814.00	$15,000.00	$15,000.00	$14,073.95	$14,073.95
	SUBTOTAL				**$31,680.00**		**$50,805.50**		**$35,500.00**		**$27,936.00**		**$30,000.00**		**$31,073.95**
	CONSTRUCTION COST TOTAL				**$307,501.90**		**$385,000.00**		**$338,075.00**		**$370,467.75**		**$326,538.55**		**$295,552.95**
	AVG:		**$345,516.64**												
	% VARIANCE FROM AVERAGE BID:				**-11.00%**		**11.43%**		**-2.15%**		**7.22%**		**-5.49%**		

RESOLUTION NO. 19-40

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT WITH DEFALCO CONSTRUCTION COMPANY FOR CONSTRUCTION OF THE WOOSTER AVENUE WATER LINE REPLACEMENT PROJECT

WHEREAS, the Town of Firestone is in need of construction services for its Wooster Avenue Water Line Replacement Project ("Project"); and

WHEREAS, DeFalco Construction Company has been selected as the Project's lowest responsive bidder.

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

The Agreement between the Town of Firestone and DeFalco Construction Company for construction of the Wooster Avenue Water Line Replacement Project is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of ____________, 2019.

TOWN OF FIRESTONE, COLORADO

____
Bobbi Sindelar, Mayor

ATTEST:

____
Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

SECTION 00510
NOTICE OF AWARD

Date: May 16, 2019

Project: Town of Firestone Wooster Avenue Water Line Replacement Project	
Owner: Town of Firestone	Owner's Contract No.: 800.8000.5000.000.522
Contract: Construction Services	Engineer's Project No.: 0668.0184.09
Bidder: DeFalco Construction Company	
Bidder's Address: PO Box 820	
Longmont, CO 80502	

You are notified that your Bid dated May 15, 2019 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 $ Three hundred seven thousand five hundred and one dollars and ninety cents ($307,501.90) .

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


Fourth Street
Third Street
Wooster Avenue
Grant Avenue
Second Street
First Street

COLORADO CIVIL GROUP, INC.
Engineering Consultants

Memo

TO: **Ms. Julie Pasillas, Community Resource Director**

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

DATE: **May 15, 2019**

SUBJECT: **Wooster Avenue Waterline Replacement Project**

PROJECT No.: **0668.0184.07**

BUDGET GL#: **800.8000.5000.000.522**

On May 15, 2019 we opened the bid for the Wooster Avenue Waterline Replacement Project construction. We publicly advertised the project, eight contractors attended the mandatory pre-bid meeting and five submitted bids. We evaluated all bids and determined they were all responsive and accepted them. A tabulation that compares the bids and our final construction cost estimate is attached for your reference. DeFalco Construction Company provided a total construction bid of $307,501.90.

DeFalco Construction Company has been on the Town's bidders list in the past and has always been responsive to the Town construction projects and requests for bids. They were the successful low bidder for the McClure Avenue Widening Project that was completed in 2018. The Town was satisfied with their work on the project, which included a water line installation.

Based on the information provided in the bid, we recommend the Firestone Board of Trustees award the construction contract for the Wooster Avenue Water Line Replacement Project to DeFalco Construction Company.

Below is the project budget tracking information.

DESCRIPTION	2019 BUDGET	CONTRACT AMOUNT	ACTUAL COST	BUDGET to ACTUAL DIFFERENCE
Wooster Avenue Waterline Replacement	$288,100.00	$307,501.90	$0.00	$288,100.00
Materials Testing	$8,500.00	$4,325.00	$0.00	$8,500.00
Construction Engineering	$42,500.00	$28,000.00	$0.00	$42,500.00
Total Project	$339,100.00	$339,826.90	$0.00	$339,100.00

RESOLUTION NO. 19-41

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT WITH CESARE, INC., FOR GEOTECHNICAL OBSERVATION AND MATERIAL TESTING SERVICES FOR THE WOOSTER AVENUE WATER LINE REPLACEMENT PROJECT

WHEREAS, the Town of Firestone is in need of geotechnical observation and material testing services for its Wooster Avenue Water Line Replacement Project ("Project"); and

WHEREAS, Cesare, Inc., has the skill and experience to perform the required geotechnical observation and material testing services required for the Project; and

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

The Agreement between the Town of Firestone and Cesare, Inc., for geotechnical observation and material testing services for the Wooster Avenue Water Line Replacement Project is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of ____________, 2019.

TOWN OF FIRESTONE, COLORADO

____
Bobbi Sindelar, Mayor

ATTEST:

____
Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

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 Wooster Avenue 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 <u>$4,325.00</u>. 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 July 26, 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 inters provision.

not endorsable

7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and ~~professional liability insurance~~ shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (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:____________________ Date:____________________
Bobbi Sindelar, Mayor

Attest:____________________
Town Clerk

CESARE, INC.
a Colorado corporation,

By: John J. Durkin Date: 5-10-2019

Title: Principal

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 10th day of May, 2019.

Prospective Contractor: Cesare, Inc.

By: [signature]

Title: Principal

Attest:________________________

CESARE, INC.
Geotechnical Engineers & Construction Materials Consultants

May 8, 2019

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

Subject: Proposal for Materials Testing and Construction Observation
Wooster Avenue Water Line Replacement
Firestone, Colorado
Proposal No. F190505

Dear Ms. Green:

Cesare, Inc. (Cesare) is pleased to submit this proposal for materials testing and construction observation for the Wooster Avenue water line replacement project. It is our understanding that this project will require material testing and observation during water line main and service trench backfill placement and compaction for approximately 1,640 linear feet of roadway between 1st and 4th Streets in Firestone, Colorado. Concrete and hot mix asphalt materials testing for the roadway is anticipated to be performed during construction of a future Wooster Avenue roadway project and is not included in this proposal.

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 scope of services:

TASK 1 - COMPACTION TESTING AND FIELD OBSERVATION

Cesare personnel will obtain samples of onsite soil and import materials and conduct laboratory testing, as necessary, to determine applicable engineering properties of the backfill materials. Cesare will periodically perform field tests on trench backfill and roadway subgrade for moisture and density using test method ASTM D698 (nuclear gauge method), as requested and required per project specifications and Section 02221 Trenching, Backfilling, and Compacting of the Firestone Standards and Specifications.

TASK 2 - PROJECT MANAGEMENT AND SUMMARY REPORT

Cesare will inform Client and the Client's authorized representative of test results during construction. A report will be issued in electronic format (pdf) to Colorado Civil Group that summarizes our field observations and field and laboratory testing. This report will be sent to parties designated by the Client. Printed copies will not be provided unless specifically requested prior to report preparation. Additional fees will apply if printed copies are requested.

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. This proposal is an estimate of the number of trips and/or hours anticipated for each task based on information provided, plans and specifications, other jobs of similar size and scope, and includes no additional time due to non-conformance, delay, schedule changes, or changes in work methods by Client, Contractor, Owner, Owner's authorized representative, or any others associated with the project. Cesare will perform tasks as scheduled by Client and/or Client's authorized representative on an "as needed" basis. Estimated time includes project travel, vehicle, equipment, scheduling, and reporting by Cesare representative(s).

Cesare requires 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 assigned project manager or main office and not through field personnel unless other arrangements are made prior to Cesare rendering services. Should additional services be required outside this scope of work, they may be provided at the hourly rates listed in our current schedule of fees, only after Client's authorization in writing. 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 indemnity and hold Cesare harmless for damage to any utilities or subterranean structures (irrigation lines, telephone wires, pipes, tanks, etc.) whose locations are not marked, or are not clearly marked, or are not marked accurately in the field prior to Cesare's 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.

NON-SOLICITATION 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 Cesare for these services.

Sincerely,
CESARE, INC.

John J. Durkin, P.E.
Principal Engineer

JJD/mcl

Agreed to this __________ day of ______________________________, 20_______

Signature ____

Printed name ____

Title ____

Representing ____

Legal property description ____

Invoicing email address ____

CESARE, INC.
Geotechnical Engineers & Construction Materials Consultants

QUALITY ASSURANCE MATERIALS TESTING AND CONSTRUCTION OBSERVATION COST ESTIMATE

Wooster Avenue Water Line Replacement
Proposal No. F190504
May 10, 2019

	Estimated Trips/ Quantity	Trip Rate	Total
Earthwork Testing and Field Observation			
Field technician (soil)	10	$250	$2,500
Field technician (soil sample pick-up)	1	$100	$100
	Earthwork Testing Subtotal		**$2,600**
Laboratory Testing			
Moisture density relationship (Proctor) and classification	3	$325	$975
	Laboratory Testing Subtotal		**$975**
Reporting, Construction Meetings and Site Visits	3	$250	**$750**
		Estimated Total	**$4,325**

1) Trip rate includes travel, equipment, field testing, project management, principal review, and daily reporting.
2) Trip rate for backfill testing technician is based on 3 hours onsite and travel.
3) Additional trips over the estimated quantity will be invoiced at the trip rate indicated above.
4) Additional technician time onsite will be charged at $75 per hour.
5) Additional laboratory testing, engineering, and consultation will be provided "as needed" or requested at our current fee schedule rates.

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

Fourth Street
Third Street
Second Street
First Street
Wooster Avenue
Grant Avenue

COLORADO CIVIL GROUP, INC.
Engineering Consultants

Memo

TO: **Ms. Julie Pasillas, Community Resource Director**

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

DATE: **May 15, 2019**

SUBJECT: **Wooster Avenue Waterline Replacement Project**

PROJECT No.: **0668.0184.07**

BUDGET GL#: **800.8000.5000.000.522**

On May 15, 2019 we opened the bid for the Wooster Avenue Waterline Replacement Project construction. We publicly advertised the project, eight contractors attended the mandatory pre-bid meeting and five submitted bids. We evaluated all bids and determined they were all responsive and accepted them. A tabulation that compares the bids and our final construction cost estimate is attached for your reference. DeFalco Construction Company provided a total construction bid of $307,501.90.

DeFalco Construction Company has been on the Town's bidders list in the past and has always been responsive to the Town construction projects and requests for bids. They were the successful low bidder for the McClure Avenue Widening Project that was completed in 2018. The Town was satisfied with their work on the project, which included a water line installation.

Based on the information provided in the bid, we recommend the Firestone Board of Trustees award the construction contract for the Wooster Avenue Water Line Replacement Project to DeFalco Construction Company.

Below is the project budget tracking information.

DESCRIPTION	2019 BUDGET	CONTRACT AMOUNT	ACTUAL COST	BUDGET to ACTUAL DIFFERENCE
Wooster Avenue Waterline Replacement	$288,100.00	$307,501.90	$0.00	$288,100.00
Materials Testing	$8,500.00	$4,325.00	$0.00	$8,500.00
Construction Engineering	$42,500.00	$28,000.00	$0.00	$42,500.00
Total Project	$339,100.00	$339,826.90	$0.00	$339,100.00

RESOLUTION NO. 19-42

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COLORADO CIVIL GROUP, INC., FOR ENGINEERING SERVICES FOR THE WOOSTER AVENUE WATER LINE REPLACEMENT PROJECT

WHEREAS, the Town of Firestone is in need of engineering services for its Wooster Avenue Water Line Replacement Project ("Project"); and

WHEREAS, Colorado Civil Group, Inc., has the skill and experience to perform the engineering services required for the Project; and

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

The Agreement between the Town of Firestone and Colorado Civil Group, Inc., for engineering services for the Wooster Avenue Water Line Replacement Project is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of ____________, 2019.

TOWN OF FIRESTONE, COLORADO

____
Bobbi Sindelar, Mayor

ATTEST:

____
Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

AGREEMENT

for

PROFESSIONAL ENGINEERING SERVICES

for

WOOSTER AVENUE WATERLINE REPLACEMENT PROJECT CONSTRUCTION OBSERVATION, CONTRACT ADMINISTRATION, and CONSTRUCTION STAKING

Project No. 0668.0184.09

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 Wooster Avenue 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 Wooster Avenue 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 or 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 <u>Contract Administration</u>

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 Wooster Avenue 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 $28,000.00.

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 <u>Limitation of Liability</u>

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 <u>Controlling Law</u>

This *AGREEMENT* is to be governed by the law of the State of Colorado.

6.6 <u>Successors and Assigns</u>

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)	***COLORADO CIVIL GROUP, INC.*** (ENGINEER)
By: ____________________ Bobbi Sindelar, Mayor	By: ____________________ David B. Lindsay, President
Attest: ____________________ Leah Vandersall, Town Clerk	Attest: ____________________
Date: ____________________	Date: 5-16-2019

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

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 16TH day of MAY, 2019.

Proposer:
Colorado Civil Group, Inc.

By: ______________________

Title: President

FIRESTONE SUMMARY OF CASH & INVESTMENTS

April 2019	DATE	MATURITY			BALANCE
Cash & Investments					
Deposit Accounts:					
1st Bank					
Checking Account (rate allowed to offset monthly fees only)		Liquid	$	2,083,752	
Court Account		Liquid		49	
Savings Account		Liquid		1,958,678	
Xpress BillPay Deposit Account		Liquid		90,581	
Adams Bank & Trust					
Deposit Account		Liquid		19,898	
Petty Cash on Hand		Liquid		1,490	
TOTAL Deposit Accounts and Cash					$ 4,154,448
Restricted Deposit Accounts:					
ColoTrust Plus - Money Mkt/Daily Pooled Investment Accts					
UMB - COPS 2018 Construction Fund		Liquid		6,722,780	
UMB - COPS 2018 Reserve Fund		Liquid		1,009,910	
TOTAL Restricted Deposit Accounts					7,732,690
Money Market Accounts:					
C-SAFE - Money Mkt/Daily Pooled Investment Accts					
Pooled Investment Account - AAAm					
Operations (unrestricted Town assets)					
Liquid Assets	daily	Liquid		17,655,768	
Developer Bonds (restricted assets)					
Liquid Assets	daily	Liquid		200,552	
Urban Renewal Authority (restricted assets)					
Liquid Assets	daily	Liquid		4,889,567	
Conservation Trust Fund (restricted Town assets)					
Liquid Assets	daily	Liquid		429,738	
Adams Bank & Trust ICS Savings	daily	Liquid		4,863,761	
Total Money Market Assets					28,039,386
Cash & Investments					**$ 39,926,524**
Certificates of Deposit					
Certificates of Deposit:	Purchase	Maturity			
Capital One Bank					
CD 140420B25 (Sigma GTR-034238)	8/10/2016	8/12/2019		245,000	
JP Morgan Chase					
CD 48126XCR4 (Sigma GTR-034238)	8/31/2016	8/31/2021		245,000	
TOTAL Certificates of Deposit					490,000
Certificates of Deposit					**$ 490,000**
TOTAL ALL FUNDS					**$ 40,416,524**

Name	Total Paid
Total ACCENT BRANDING SOLUTIONS:	705.18
Total ACE HARDWARE OF FIRESTONE:	1,154.73
Total ADAMSON POLICE PRODUCTS:	4,873.07
Total AGFINITY-MEAD:	911.00
Total AIMS JUNIOR COLLEGE DISTRICT:	285.33
Total AIR SCIENCE USA LLC:	10,593.00
Total AIRE-MASTER OF NORTH DENVER:	78.00
Total ALAN PLUMMER AND ASSOCIATES, INC:	69,289.99
Total AMAZON:	2,018.73
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ANFEALD, LLC:	10,531.78
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	60,160.06
Total APEX SHREDDING, INC.:	80.00
Total APPLIED COATINGS TECH., INC:	440.00
Total Arrakeen Resource LTD CO:	4,255.00
Total ASCENDANT TITLE (LKWD):	2.05
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total A-Z SAFETY SUPPLY:	8,510.00
Total B K TIRE, INC:	220.32
Total BAREFOOT RESIDENTIAL LLC:	318.29
Total BECKER SAFETY AND SUPPLY:	16,937.05
Total Black Hills Energy:	1,897.95
Total CAMCA:	20.00
Total CARBON VALLEY FLORIST LLC:	148.49
Total CARBON VALLEY RECREATION DISTRICT-FURA:	20,132.94
Total CASELLE, INC.:	3,913.00
Total CENTRAL COLORADO WATER CONSV DSTR (FURA):	78.06
Total CENTRAL COLORADO WATER SUBDISTRCT (FURA):	138.84
Total CENTRAL WELD COUNTY WATER DISTRICT:	21.65
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	37,569.42
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	156,600.00
Total CENTURY LINK:	99.21
Total CESARE, INC:	925.00
Total CINTAS FIRST AID & SAFETY:	252.39
Total CIRSA:	43,015.28
Total CLEAR WATER SOLUTIONS, INC:	95.00
Total COLORADO CIVIL GROUP INC.:	51,127.00
Total COLORADO DEPT OF REVENUE (MTR VEH):	255.00
Total COLORADO MATERIALS, INC:	485.52

Name	Total Paid
Total COLORADO STATE TREASURER:	3,912.70
Total COMCAST CABLE -0310188 - SEATTLE:	412.57
Total COMCAST CABLE-0319130- CALIFORNIA:	301.93
Total COMCAST-PHILADELPHIA:	272.34
Total COMMERCIAL ACCESS SYSTEMS:	3,217.24
Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR:	82,453.49
Total Cottonwood Hollow Residential Metro Dist:	75,749.84
Total DBC IRRIGATION SUPPLY:	32,782.45
Total DELTA DENTAL OF COLORADO, INC:	3,715.00
Total DENVER REGIONAL COUNCIL OF GOVERNMENTS:	12,830.00
Total DGC CONSULTING:	1,915.30
Total E&G Terminal, Inc:	395.09
Total ELDORADO ARTESIAN SPRINGS, INC.:	260.31
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	834.73
Total EMPLOYERS COUNCIL SERVICES, INC:	1,657.50
Total ENVIROTECH SERVICES, INC.:	8,383.51
Total Escrow Deposit Refunds:	6,052.95
Total FACTORY MOTOR PARTS CO.:	20.39
Total FCI CONSTRUCTORS, INC:	1,394,817.67
Total FIDELITY NATIONAL TITLE COMP-WESTMINSTER:	7.84
Total FIDELITY NATIONAL TITLE-DENVER:	112.16
Total FIDELITY NATIONAL TITLE-LONGMONT:	18.75
Total FIRST AMERICAN TITLE CO:	8.53
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	111.47
Total FIRSTBANK:	20,761.37
Total FREDERICK-FIRESTONE FIRE-FURA:	49,825.67
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	122.00
Total FRONTIER BUSINESS PRODUCTS:	1,007.99
Total FRONTIER COMMUNICATIONS CORP (LEASE):	221.89
Total G & G EQUIPMENT INC:	18.61
Total GLOBAL EXPERIENCE SPECIALISTS INC:	29,099.18
Total GRAINGER:	184.22
Total GRAVES CONSULTING LLC:	4,750.00
Total GREEN GIRL RECYCLING SERVICES:	202.00
Total GUARDIAN TITLE-DENVER:	5.63
Total HALCYON DESIGN LLC:	14,596.12
Total HEALTHIEST YOU:	657.00
Total HERITAGE TITLE-DENVER:	48.41
Total High Plains Library District - FURA:	14,263.49

Name	Total Paid
Total HIGHWAY 119 METRO DISTRICT #2:	708.37
Total HOFMEISTER CREATIVE, LLC:	3,000.00
Total HOME DEPOT CREDIT SERVICES:	1,358.93
Total INTERSTATE BATTERY OF THE ROCKIES:	245.90
Total INTERSTATE FORD:	1,786.90
Total INTERWEST SAFETY SUPPLY, INC.:	190.39
Total JOHNSON AUTO PLAZA:	56.08
Total KATHLEEN A. OATIS:	1,250.00
Total KG CLEAN, INC:	1,706.50
Total KINSCO, LLC:	1,625.40
Total L. L. JOHNSON DISTRIBUTING CO.:	225.68
Total L.A.W.S.:	5,705.89
Total LAND TITLE (WESTM):	19.11
Total LAND TITLE-DENVER-2:	77.13
Total LAND TITLE-FT COLLINS:	31.82
Total LARRY'S MOBILE WELDING INC:	500.00
Total LATEST SCOOP PUBLISHING:	190.00
Total LAWRENCE JONES CUSTER GRASMICK, LLP:	9,636.52
Total LEGEND FITNESS:	62,869.42
Total LEONARD RICE ENGINEERS, INC:	27,066.25
Total LONGMONT HUMANE SOCIETY:	1,083.33
Total LONGMONT TROPHY & ENGRAVING:	187.40
Total MAIN STREET MAT COMPANY, INC:	500.30
Total MATCO TOOLS:	441.85
Total MCI:	51.50
Total MISC VENDOR:	350.00
Total MUTUAL OF OMAHA INSURANCE CO:	5,173.84
Total NATIONAL TACTICAL OFFICERS ASSOCIATON:	457.00
Total NCSI:	37.00
Total NEIGHBORS POINT METRO DISTRICT:	472.15
Total NEXTERA HEALTHCARE:	1,271.00
Total NORTHERN COLORADO CONSTRUCTORS, INC:	120,127.50
Total Northern Colorado Water Cons. Dist.-FURA:	4,386.07
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	1,943.60
Total NORTHERN LIGHTS EXTERIORS:	925.75
Total NP125 Metropolitan District - FURA:	20,275.03
Total OFFICE DEPOT INC:	648.30
Total O'REILLY AUTO PARTS:	314.48
Total ORKIN PEST CONTROL, INC:	120.62

Name	Total Paid
Total PAUL D. BASSO:	1,000.00
Total PCS MOBILE:	1,440.00
Total PETTY CASH - TOWN OF FIRESTONE:	300.00
Total PITNEY BOWES PURCHASE POWER:	1,005.00
Total PSYCHOLOGICAL DIMENSIONS, LLC:	325.00
Total PUBLIC AGENCY TRAINING COUNCIL:	525.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	380.00
Total REDNECK TRAILER SUPPLY:	24.96
Total RESTITUTION / COURT REFUNDS:	1,557.17
Total RIPTIDE CAR & PET WASH:	335.75
Total ROCKY MOUNTAIN AWARD & TROPHY:	1,218.80
Total ROSA LUCAS:	150.00
Total ROTH SHEPPARD ARCHITECTS, LLP:	44,484.23
Total RURAL DITCH COMPANY:	369.50
Total SAFE BUILT COLORADO INC:	74,258.71
Total SAM'S CLUB - VENDOR:	1,280.10
Total SHERWIN WILLIAMS CO.:	172.25
Total SHORT D'S LLC:	30.00
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	45,439.52
Total St. Vrain & Left Hand Water Conservancy:	18.12
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	8,071.67
Total St. Vrain Sanitation District - FURA:	2,247.06
Total STEELOCK GENERAL FENCE CONTRACTOR:	131,031.90
Total STEVE BALCEROVICH:	1,250.00
Total SUMMIT BODYWORKS, INC:	6,125.00
Total SYMBOL ARTS:	525.00
Total TERRACON CONSULTANTS INC:	1,925.00
Total THE SPRINGS METROPOLITAN DISTRICT:	1,785.21
Total THE SPRINGS SOUTH METROPOLITAN DISTRICT:	87.88
Total THK ASSOCIATES, INC.:	11,319.48
Total THOMSON REUTERS-WEST:	294.00
Total TIMBERLAN, INC:	17,962.25
Total Toilet Rebates:	75.00
Total TRACTOR SUPPLY COMPANY:	103.89
Total TRANSWEST TRUCK TRAILER RV:	42.68
Total TRIDENT SECURITY SYSTEMS INC:	100.00
Total TRIGGER TIME GUN CLUB, LLC:	300.00
Total UME CUSTOM EMBROIDERY:	44.73
Total UNITED POWER:	11,071.76

Name	Total Paid
Total UTILITY REFUNDS -1:	134.72
Total VALLI INFORMATION SYSTEMS:	4,455.76
Total VERIZON WIRELESS:	4,626.74
Total VISION SERVICE PLAN - VSP:	605.27
Total WASTE CONNECTIONS OF COLORADO INC:	167.20
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	32,978.84
Total WELD COUNTY SHERIFFS OFFICE:	4,500.00
Total WEX BANK:	7,874.94
Total WILLIAMSON & HAYASHI, LLC:	29,211.50
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	468.90
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,679.16
Grand Totals:	3,007,942.33

04/30/2019 Hours/Units/Types Summary

PC	Title	Hours	Units
1-01	Regular Pay	4,329.50	.00
1-04	Temporary Wages	99.00	.00
2-00	Overtime Pay	66.00	.00
3-01	Paid Time Off	404.89	.00
8-13	Military Leave	40.00	.00
	Grand Totals:	4,939.39	.00

Net Type	Amount	D
Direct Deposit Net	152,962.37-	D
Net	100.00-	
	153,062.37-	

Info Type	Amount
Informational	.00
Info Tips Reported	.00
Fringe Benefit	.00
	.00

04/30/2019 Pay Code Totals

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	198,086.22	1-04	Temporary W	1,128.60	2-00	Overtime Pay	3,222.82	3-01	Paid Time Of	8,940.91
8-11	Service Awar	139.04	8-13	Military Leav	1,078.80	40-00	401K	200.00-	50-01	457	382.83-
50-02	FPPA - Polic	8,829.38-	51-01	PERA	9,609.23-	51-02	PERA Plus 4	161.92-	51-03	PERA Life In	23.25-
60-01	Health Ins E	370.54-	60-02	Health Ins E	1,119.33-	60-03	Health Ins E	240.58-	60-04	Health Ins E	3,471.10-
61-01	HSA 3350	963.33-	61-02	HSA 6750	2,732.98-	62-04	Dental Ins E	56.16-	63-03	Vision Ins E	6.90-
63-04	Vision Ins E	22.26-	64-01	Voluntary/Ad	398.10-	64-03	Child Life	15.20-	64-04	Spouse Life	130.30-
64-05	Accident - E	41.58-	64-06	Accident - E	29.00-	64-07	Accident - E	27.54-	64-08	Accident - E	173.46-
70-02	Child Support	446.44-	70-03	Garnishment	702.11-	70-04	Equipment	275.00-	74-00	Social Securi	392.27-
75-00	Medicare	3,082.62-	76-00	Federal With	18,815.17-	77-00	State Withhol	6,815.44-	85-00	Net Pay	100.00-
86-00	Direct Deposi	152,962.37									

04/30/2019 Account Summary

GL Account	Debit	Credit	GL Account	Debit	Credit
100.0000.1195.000	.00	275.00-	100.1000.6110.000	42,639.42	.00
100.2000.6110.000	2,480.00	.00	100.2000.6112.000	46.50	.00
100.3000.6110.000	19,832.71	.00	100.3000.6112.000	245.11	.00
100.4000.6110.000	95,454.00	.00	100.4000.6112.000	2,314.62	.00
100.4000.6114.000	1,128.60	.00	100.5000.6110.000	10,503.85	.00
100.6000.6110.000	20,324.80	.00	100.6000.6112.000	265.50	.00
800.1500.6110.000	4,356.00	.00	800.1500.6112.000	285.21	.00
800.2500.6110.000	9,908.75	.00	800.2500.6112.000	59.29	.00
850.1500.6110.000	2,511.20	.00	850.2500.6110.000	234.24	.00
850.2500.6112.000	6.59	.00	910.0000.2125.001	.00	5,201.55-
910.0000.2125.002	.00	3,474.89-	910.0000.2125.003	.00	18,815.17-
910.0000.2125.004	.00	6,815.44-	910.0000.2125.007	.00	56.16-
910.0000.2125.010	.00	9,794.40-	910.0000.2125.011	.00	3,696.31-
910.0000.2125.013	.00	1,148.55-	910.0000.2125.014	.00	8,829.38-
910.0000.2125.015	.00	200.00-	910.0000.2125.016	.00	382.83-
910.0000.2125.018	.00	815.18-	910.0000.2125.023	.00	29.16-
999.0000.1010.002	.00	153,062.37-			
Grand Totals:	212,596.39	212,596.39-			

04/30/2019 Fund Summary

Fund	Debit	Credit	Fund	Debit	Credit
100	195,235.11	275.00-	800	14,609.25	.00
850	2,752.03	.00	910	.00	59,259.02-
999	.00	153,062.37-			
Grand Totals:	212,596.39	212,596.39-			