



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

August 14, 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 July 24, 2019 BOT Regular Meeting Minutes
 - 5.b. **Resolution 19-70**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CENTENNIAL LENDING, LLC REGARDING CONSTRUCTION AND PROVISION OF PUBLIC RIGHT-OF-WAY IMPROVEMENTS
 - 5.c. **Resolution 19-71**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A RECREATIONAL EASEMENT AND MAINTENANCE AGREEMENT WITH ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1 PERTAINING TO A PIER AND DOCK TO BE INSTALLED UPON LANDS OWNED BY THE TOWN OF FIRESTONE, COLORADO
 - 5.d. **Resolution 19-72**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A TEMPORARY CONSTRUCTION EASEMENT WITH BAREFOOT LLC PERTAINING TO A PIER AND DOCK TO BE INSTALLED UPON LANDS OWNED BY THE TOWN OF FIRESTONE, COLORADO

* 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.

- 5.e. **Resolution 19-73:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CESARE, INC., FOR GEOTECHNICAL SERVICES (WOOSTER AVENUE STREET REPLACEMENT)

6. Presentation

- 6.a. Design-A-Flag Contest Winner - Avery Makela

7. Discussion/Action

- 7.a. **Resolution:19-75:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A PRE-CONSTRUCTION AGREEMENT WITH FRANSEN PITTMAN GENERAL CONTRACTORS FOR TOWN HALL EXPANSION PROJECT.

- 7.b. **Resolution 19-76:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BISHOP LAYTON INC REGARDING PROFESSIONAL SERVICES FOR THE TWO HUNTERS PARK CONSTRUCTION PROJECT

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

9. Reports

- 9.a. Staff
9.b. Mayor
9.c. Trustees

10. Executive Session

- 10.a. An **Executive Session**, pursuant to C.R.S. 24-6-402(4)(a) and 24-6-402(4)(e)(I), concerning the purchase of and developing strategy for negotiations and directing negotiators regarding a water line easement upon certain real property owned by Firestone Rails LLC

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11. 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
July 24, 2019

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on July 24, 2019, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:04 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

Trustees: Don Conyac
George Heath
Samantha Meiring (absent-excused)
Frank A. Jimenez
Doug Sharp (absent-excused)

Staff: **Present:** Jan Sloat, Director of Human Resources; Dave Lindsay, Engineer; Marty Ostholhoff, Planning Manager; Tracy Case, Senior Planner; Millissa Barry, Senior Planner; Paula Mehle, Director of FURA & Economic Development; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Community Resources; David Montgomery, Chief of Police; Leah Vanarsdall, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Mayor Bobbi Sindelar

3. APPROVAL OF AGENDA

Motion by Trustee Heath, **second** by Mayor Pro-tem Peterson, to approve the Agenda.

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

4. PUBLIC COMMENT

Raymond Byrd – 4720 Lakeside Dr, Firestone
Steve Harbert - Cont to Public Hearing Comments

5. CONSENT AGENDA

Motion by Trustee Conyac, **second** by Mayor Pro-tem Peterson - yes, to approve the Consent Agenda

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

6. PRESENTATION

2018 Court Report – Municipal Court Presentation – Judge Basso

7. PUBLIC HEARING **Open: 7:35 pm **Closed:** 7:48 pm**

Barefoot Lakes: Jake Sippy – Planner with Design Workshop and Cameron Grant, Attorney

Public Comment:

Steve Harbert – 12646 Waterside Ln, Longmont

Seth Holland – 1236 Waterside Ln, Longmont
Bruce Leggett – 5402 E 140th Pl, Thornton
Spencer Harris – 12656 Waterside Ln, Longmont
John Damsma – 4716 Colorado River Dr, Firestone

Mayor Sindelar recuses herself from the Public Hearing. Mayor Pro-tem Peterson conducts the Public Hearing

a. Resolution 19-60: A RESOLUTION APPROVING THE FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR BAREFOOT LAKES FILING NO. 4

Motion by Trustee Conyac, **second** by Mayor Pro-tem Peterson, to approve **Resolution 19-60**: A RESOLUTION APPROVING THE FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR BAREFOOT LAKES FILING NO. 4

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

8. DISCUSSTION/ACTION ITEMS

a. Resolution 19-63: A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING THE ENCROACHMENT LICENSE AGREEMENT WITH BLACK DIAMOND ROCKIES MIDSTREAM LLC AND AUTHORIZING THE MAYOR TO SIGN THE ENCROACHMENT LICENSE AGREEMENT

Motion by Trustee Conyac, **second** by Mayor Pro-tem Peterson, to approve **Resolution 19-63**: A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING THE ENCROACHMENT LICENSE AGREEMENT WITH BLACK DIAMOND ROCKIES MIDSTREAM LLC AND AUTHORIZING THE MAYOR TO SIGN THE ENCROACHMENT LICENSE AGREEMENT

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

b. Resolution 19-64: A RESOLUTION APPROVING PURCHASING OF WATER VALVE MAINTENANCE TRAILER, COMPACT EXCAVATOR, FLATBED TRAILER, AND WALK AND ROLL GRADER ATTACHMENT FOR THE PUBLIC WORKS DEPARTMENT

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve **Resolution 19-64**: A RESOLUTION APPROVING PURCHASING OF WATER VALVE MAINTENANCE TRAILER, COMPACT EXCAVATOR, FLATBED TRAILER, AND WALK AND ROLL GRADER ATTACHMENT FOR THE PUBLIC WORKS DEPARTMENT

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

c. Resolution 19-65: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BISHOP LAYTON INC DBA DESIGN CONCEPTS FOR THE PREPARATION OF A PARKS, OPEN SPACE AND TRAILS MASTER PLAN

Motion by Trustee Conyac, **second** by Mayor Pro-tem Peterson, to approve **Resolution 19-65**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BISHOP LAYTON INC DBA DESIGN CONCEPTS FOR THE PREPARATION OF A PARKS, OPEN SPACE AND TRAILS MASTER PLAN.

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

d. Resolution 19-66: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND IMAGINE CHARTER SCHOOL AT FIRESTONE FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve **Resolution 19-66:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND IMAGINE CHARTER SCHOOL AT FIRESTONE FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

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

e. Resolution 19-67: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MILLER GROUNDWATER ENGINEERING, LLC FOR GROUNDWATER ENGINEERING SERVICES

Motion by Mayor Pro-tem Peterson, **second** by Trustee Jimenez, to approve **Resolution 19-67:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MILLER GROUNDWATER ENGINEERING, LLC FOR GROUNDWATER ENGINEERING SERVICES

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

f. Resolution 19-68: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MILLER GROUNDWATER ENGINEERING LLC FOR GROUNDWATER MODEL ENGINEERING SERVICES REGARDING THE GOULD PROPERTY

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac, to approve **Resolution 19-68:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MILLER GROUNDWATER ENGINEERING LLC FOR GROUNDWATER MODEL ENGINEERING SERVICES REGARDING THE GOULD PROPERTY

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

g. Ordinance 955: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO AMENDING SECTION 1.16.010 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE MUNICIPAL CODES GENERAL PENALTY

Motion by Trustee Jimenez, **second** by Mayor Pro-tem Peterson, to adopt **Ordinance 955:**

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO AMENDING SECTION 1.16.010 OF THE FIRESTONE MUNICIPAL CODE
REGARDING THE MUNICIPAL CODES GENERAL PENALTY

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

9. **PUBLIC COMMENT** * (maximum time permitted for all Public Comment is 30 minutes)
Troy Athman – 6931 Somerset Ave

10. **REPORTS/COMMITTEE UPDATES**

- a. Staff
- b. Mayor
- c. Trustees

11. **ADJOURNMENT**

Motion by Mayor Pro-tem Peterson, **second** by Trustee Jimenez, to adjourn meeting at 8:55
pm. All in Favor, **Motion carried.**

Introduced and Approved this 14th day of August, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.b.

Consent Agenda

Meeting Date: August 14, 2019

Initiated By: Marty Ostholt

Dept: Planning & Development

AGENDA TITLE

Resolution 19-70: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CENTENNIAL LENDING, LLC REGARDING CONSTRUCTION AND PROVISION OF PUBLIC RIGHT-OF-WAY IMPROVEMENTS

SUMMARY

Staff has prepared a resolution for consideration by the Board of Trustees to enter into a development agreement with Centennial Lending, LLC.

A development agreement is required by Town Code when a proposed development requires improvements to public infrastructure. Approval of the development agreement allows the Town to collect a surety (cash or letter of credit) to guarantee the installation of the required public improvements. The surety will remain in place until the Town accepts the public improvements.

The development agreement is Exhibit A on the attached resolution for consideration.

HISTORY AND PREVIOUS BOARD ACTION

The Town of Firestone previously approved the Final Development Plan for Centennial Lending Headquarters on June 26, 2019.

RECOMMENDATION

Staff recommends that the Board of Trustees approve the attached resolution approving the Development Agreement and authorizing the Mayor to sign the agreement.

ALTERNATIVES

ATTACHMENTS

1. 5b - Reso 19-70 Centennial Lending HQ

FINANCIAL CONSIDERATIONS

RESOLUTION 19-70

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CENTENNIAL LENDING, LLC REGARDING CONSTRUCTION AND PROVISION OF PUBLIC RIGHT-OF-WAY IMPROVEMENTS

WHEREAS, Centennial Lending, LLC (“Centennial”) is the owner of Lot 5, Block 2, Del Camino Junction Business Park PUD (the “Property”); and

WHEREAS, a Final Development Plan (“FDP”) titled Centennial Lending Headquarters, has been approved for the Property, which will require construction of certain public right-of-way improvements and related structures; and

WHEREAS, the Town of Firestone (the “Town”) and Centennial desire to enter into a development agreement to set forth the parties’ responsibilities and obligations related to the construction, installation and maintenance of the public right-of-way improvements; and

WHEREAS, the Board of Trustees has determined that this development agreement is consistent with the Town’s applicable regulations, and the Town’s approval of the FDP for the Property.

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

The Development Agreement between the Town of Firestone and Centennial Lending, LLC, for the construction and provision of certain public right-of-way improvements 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 14th day of August, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

DEVELOPMENT AGREEMENT
[Centennial Lending Headquarters]

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation whose address is 151 Grant Avenue, Firestone, CO 80520 ("Town") and **CENTENNIAL LENDING, LLC**, a Colorado limited liability company, whose address is 4112 Kodiak Court, Unit D, Longmont, CO 80504 ("Owner").

WHEREAS, Owner is the owner of Lot 5, Block 2, Del Camino Junction Business Park PUD, which property has a street address of 11281 Business Park Circle (the "Property"); and

WHEREAS, a Final Development Plan ("FDP") for Centennial Lending Headquarters has been approved for the Property, a copy of which FDP is attached hereto as Exhibit A, and which FDP will require construction of the public improvements set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1. Owner Obligation. The Owner shall be responsible for performance of the covenants set forth herein.

2. Construction Deadline; Warranty; Acceptance of Public Improvements; Issuance of Building Permit and Certificate of Occupancy. (a) Owner shall at its sole expense construct and install, on or before October 1, 2020, all landscaping, concrete turn lanes, turn island, signage, striping, and related improvements (collectively the "public improvements") required by the approved FDP for Centennial Lending Headquarters attached hereto as Exhibit A, which public improvements are set forth in Exhibit B. All such public improvements shall be completed by such date and in full conformance with the FDP and with all other applicable drawings, plans, and concrete pavement structural design and jointing plan and specifications approved in writing by the Town, and with all applicable ordinances, rules and regulations of the Town.

(b) No later than fourteen (14) days after the public improvements are completed, Owner shall request inspection of the same by the Town. If Owner does not request this inspection within fourteen (14) days of completion of improvements, the Town may conduct the inspection without the approval of Owner. Owner shall provide "as-built" drawings, in both hard copy and electronic file format acceptable to the Town, and a certified statement of construction costs. If Owner has not completed the public improvements on or before the completion date set forth in subsection (a), the Town may exercise its rights to secure performance as provided in Section 4 of this Agreement. If public improvements completed by Owner and as-built drawings provided by the Owner are satisfactory, the Town shall grant Conditional Acceptance, which shall be subject to Final Acceptance as set forth in subsection (d). If the public improvements completed by Owner are

unsatisfactory, the Town shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Conditional Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction, or other work required, Owner shall request the Town re-inspect the work to determine if Conditional Acceptance can be granted, and the Town shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, construction or other work required within thirty (30) days of said notice, the Town may exercise its rights to secure performance as provided in Section 4 of this Agreement. The Town reserves the right to schedule re-inspections, depending upon scope of deficiencies.

(c) Until such time as the Town grants Final Acceptance, Owner shall warrant all public improvements and, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the Town, shall become necessary. If within thirty (30) days after Owner's receipt of written notice from the Town requesting such repairs or replacements, the Owner has not completed such repairs, the Town may exercise its rights to secure performance as provided in Section 4 of this Agreement.

(d) At least thirty (30) days before one (1) year has elapsed from the issuance of Conditional Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection. The Town shall inspect the improvements and shall notify the Owner in writing of all deficiencies and necessary repairs, if any. If there are no deficiencies, or after Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town shall grant written Final Acceptance; provided, however, Final Acceptance shall not be granted during the winter season (November 1 – March 1). If Owner does not correct all deficiencies and make repairs identified in said inspection to the Town's satisfaction within thirty (30) days after receipt of said notice, weather permitting, the Town may exercise its rights to secure performance as is provided in Section 4 of this Agreement.

(e) No building permit for the construction of any structure shall be issued by the Town until all the water lines, fire hydrants and sanitary sewer lines serving such structure have been completed and both the fire district and sanitation district serving the property have authorized issuance of a building permit. No certificate of occupancy shall be issued by the Town until all public improvements have been completed and granted Conditional Acceptance.

3. Guarantee. (a) Concurrently with its execution of this Agreement, Owner shall submit to the Town an improvement guarantee (the "Guarantee") to ensure completion of the public improvements set forth in Exhibit B.

(b) The term of the Guarantee shall be for a period of time sufficient to cover the completion of construction of the public improvements and shall not be released except as set forth

in subsection (c), below. Said Guarantee may be in cash, certified check, or a letter of credit in form and substance as shown on Exhibit C attached hereto and incorporated herein by reference. Said Guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1).

(c) The total amount of the Guarantee shall be calculated as one hundred percent (100%) of the total estimated cost, including labor and materials, of all public improvements to be constructed as described on Exhibit B. At the time of Conditional Acceptance of all of the public improvements, the Town shall reduce the amount of the required improvement guarantee to fifteen percent (15%) of the certified statement of construction costs.

(d) Prior to Conditional Acceptance of all of the public improvements, Owner may request a reduction in the required improvement guarantee for any portion of the public improvements that (i) have been completed and (ii) constitute a distinct system (i.e., water or sewer lines) or otherwise are reasonably ready to be placed into service independently, as determined by the Town. Such requests shall be made by written request from Owner to the Town, accompanied by a certified statement of construction costs for such improvements. If such improvements are satisfactory, as determined by the Town, then the Town shall reduce the required amount of the improvement guarantee by 85% of the value of such completed public improvements. Any reduction in the improvement guarantee pursuant to this subsection (d) shall not constitute Conditional Acceptance of any public improvements required by this Agreement.

(e) At the time of Final Acceptance of the public improvements, the Town shall release the Guarantee provided no mechanics' liens have been filed with respect to the public improvements and the Owner is not otherwise in breach of this Agreement. If any mechanics' liens have been filed with respect to the public improvements, the Town may retain all or a portion of the Guarantee up to the amount of such liens. If Owner fails to have improvements finally accepted within one (1) year of the date of the issuance of Conditional Acceptance or any improvements are found not to conform to this Agreement, or to applicable Town standards and specifications, then Owner shall be in default of the Agreement and the Town may exercise its rights under Section 4 of this Agreement.

(f) In addition to any other remedies it may have, the Town may, at any time prior to Final Acceptance, draw on any Guarantee issued or provided pursuant to this Agreement if Owner fails to extend or replace any such Guarantee at least thirty (30) days prior to expiration of the Guarantee. If the Town draws on the Guarantee to correct deficiencies and complete improvements, any portion of said Guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance. In the event that the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, or the cost of improvements and construction is reasonably determined by the Town to be greater than the amount of the Guarantee, then the Town shall furnish written notice to the Owner of the condition, along with supporting documentation, and within thirty (30) days of receipt of such notice the Owner shall provide the Town with a

substituted qualifying improvement guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 3. If such an improvement guarantee is not submitted or maintained, then Owner is in default of this Agreement and is subject to the provisions of Section 4 of this Agreement, as well as the suspension of development activities by the Town including, but not limited to, the issuance of building permits and certificates of occupancy; provided, however, that no additional 30-day notice to cure under Section 4 is required prior to the suspension of the issuance of building permits and certificates of occupancy.

4. Breach of Agreement. In the event that the Owner should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within fifteen (15) days of written notice of breach of the Owner by the Town, unless the Town in writing and in its sole discretion designates a longer cure period, then the Town may exercise any one or more of the following rights and remedies: (a) immediately upon the expiration of such cure period draw upon the Guarantee, which may be used by the Town to complete or cause to be completed any or all of the public improvements at Owner's expense; (b) restrict or revoke the issuance of any building permits, COs or other approvals or permits; (c) if the Town so chooses, complete the required public improvements with funds other than the Guarantee, in which event Owner shall reimburse the Town within thirty (30) days after receipt of written demand and supporting documentation from the Town; or (d) pursue any other remedy at law or in equity that may be appropriate under municipal, state or federal law, including but not limited to an action for specific performance. All costs incurred by the Town, including, but not limited to, administrative costs, court costs and reasonable attorney fees, in pursuit of any remedies due to the breach by the Owner shall be the responsibility of the Owner. The Town may deduct these costs from the Guarantee. All of the foregoing rights and remedies of the Town shall be cumulative, and the Town may exercise any one or all of such rights and remedies without prejudice to any other right or remedy available to the Town.

5. Testing and Inspection. (a) Owner shall employ, at its own expense, a licensed and registered testing company, previously approved by the Town in writing, to perform all testing of materials or construction that may reasonably be required by the Town, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrades, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results to the Town on a timely basis for Town review and approval prior to commencement or continuation of construction to which the testing is applicable. In addition, at all times during said construction the Town shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the approved plans and the Town's construction regulations, and all materials and work not conforming to such regulations, plans and specifications shall be repaired or removed and replaced at Owner's expense so as to conform to such regulations, plans and specifications. The Town shall be present to inspect the pressure leakage testing of potable water lines conducted by the Owner, and the Owner shall employ, at the Owner's expense, a testing laboratory acceptable to the Town to conduct bacteriological tests of the potable water lines after the Owner has disinfected said lines

according to the Town's construction regulations. The Owner shall be responsible for, and shall promptly pay upon receipt of invoice therefor, all actual costs incurred by the Town for engineering, planning, inspection, testing, and legal services related to the Subdivision improvements to be constructed under this Agreement or to the administration of this Agreement.

(b) All work shown on the approved public improvement plans shall be subject to inspection by the Town. Inspection by the Town shall not relieve the Owner from compliance with the approved plans and specifications or the Town's construction regulations. Inspection services requiring the presence of Town staff are provided Monday through Friday, except legal holidays, from 9:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of forty-eight (48) hours in advance with the Town. Requests for inspection services beyond the hours listed above, shall be submitted in writing a minimum of forty-eight (48) hours in advance to the Town for approval. If the request is denied, the work shall not proceed after the time requested until an inspection has been performed during the hours listed above. The Owner shall comply with all notification and inspection requirements of the sanitation district serving the property with regard to sanitary sewer and storm drainage improvements.

6. Recording of Agreement. The Town shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the Town shall retain the recorded Agreement.

7. Binding Effect of Agreement. This Agreement shall run with the Property and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8. Assignment, Delegation and Notice. Owner shall provide to the Town for approval written notice of any proposed transfer of the Property to any successor, as well as arrangements, if any, for assignment or delegation of the obligations hereunder. Owner and successor shall, until written Town approval of the proposed transfer of title and assignment or delegation of obligations, be jointly and severally liable for the obligations of Owner under this Agreement.

9. Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

10. Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by overnight courier or United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses set forth above, or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon personal delivery or the date of deposit with an overnight courier or in the United States mail in compliance with this paragraph.

11. Title and Authority. Owner warrants to the Town that it is the record owner of the Property, and that he has full power and authority to enter into this Agreement.

12. Applicable Law; Venue; Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. Venue for any action related to this Agreement shall be in the district courts of Weld County. In the event that upon request of Owner or any agent thereof, any provision of the Agreement is held to be violative of the municipal, state, or federal laws and hereby rendered unenforceable, the Town, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

13. Indemnity. Owner agrees to indemnify and hold harmless the Town and its officers, agents, and employees from and against all liability, claims, damages, losses, and expenses, including but not limited to, attorney fees arising out of, resulting from, or in any way connected with this Agreement or the right and obligations of the Owner hereunder.

14. Non-Liability. Owner acknowledges that the Town's review and approval of any plans for the Public Improvements is done in furtherance of the general public health, safety and welfare and that no specific relationship with, or duty of care to the Owner or third parties is assumed by such review approval, or immunity waived, as is more specifically set forth in the Colorado Governmental Immunity Act.

15. Insurance; OSHA. Subdivider shall, through contract requirements and other normal means, guarantee and furnish to the Town proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workers' Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

16. Agreement Status After Completion. Upon completion of the public improvements and inspection approval thereof by the Town, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall no longer be in effect.

17. Ownership of Public Improvements. Subject to this Agreement and to any provisions of this Agreement relating to Conditional or Final Acceptance of the Public Improvements stated herein, Owner shall convey to the Town all of the Public Improvements at the time of Conditional Acceptance, free and clear of all liens, encumbrances and restrictions, by bill of sale or other proposed document of conveyance. All improvements made upon Town property or Town rights-of-way or Town easements shall, after conditional acceptance by the Town, be and remain the sole and exclusive property of the Town, free and clear from any and all claims by the Owner or others.

18. Legal Expenses. In the event that it is necessary to initiate legal proceedings to

enforce the provisions of this Agreement, the non-prevailing party shall be responsible for all reasonable legal expenses and costs incurred by the prevailing party.

19. Third Party Beneficiaries. This Agreement will not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties will have any right of action hereunder for any cause whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN:
TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Leah Varnarsdall, Town Clerk

OWNER:
Centennial Lending, LLC

By: _____
_____, _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ as _____ of Centennial Lending, LLC.

Witness my hand and official seal.

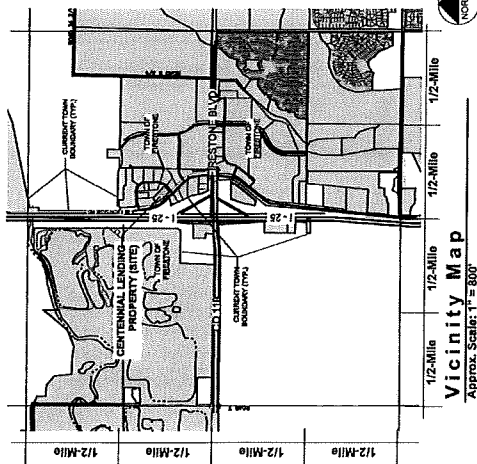
My commission expires: _____

(SEAL)

Notary Public

EXHIBIT A
FDP – Centennial Lending Headquarters

FINAL DEVELOPMENT PLAN CENTENNIAL LENDING HEADQUARTERS LOT 5, BLOCK 2, DEL CAMINO JUNCTION BUSINESS PARK P.U.D., TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO SHEET 1 OF 22



DEVELOPMENT SUMMARY
Approx. Scale: 1" = 800'

	AMOUNT	SITE COVERAGE
PROPERTY AREA:	\$2,18 AC. PER PLAT (\$94,776 SF)	100%
BUILDING FOOTPRINT:	\$9,620 SF	10%
CONCRETE:	\$47,529 SF	50% (ALL PAVED AREAS ARE CONCRETE)
LANDSCAPED AREA:	\$37,627 SF (BY SUBTRACTION)	40%
IRRIGATED LANDSCAPE:	\$28,936 SF	(TURF + SHRUB BEDS)
NON-IRRIGATED LANDSCAPE:	\$7,691 SF	(INCLUDES TEMPORARILY IRRIGATED NATIVE TURF AND ON-SITE RIP-RAP)
PARKING LOT AREA:	\$42,383 SF	
PARKING LOT INTERNAL LANDSCAPED AREA:	\$18,140 SF	
BUILDING FLOOR AREA:	\$17,859 SF	(INCLUDES ALL LANDSCAPE WITHIN AND INCLUDING ADJ. BUFFER AND SETBACKS PER \$10.5.17)
PARKING REQUIRED:	88 SPACES	(\$9,421 SF 1ST FLOOR + \$8,438 2ND FLOOR)
PARKING PROVIDED:	90 SPACES	(RATE = 1 SPACE / 200 SF)
NOSE-IN PARKING	1 SPACE	8' X 20' + 8' AISLE
VAN ACCESSIBLE	3 SPACES	11' X 20' + 5' AISLE MIN.
ACCESSIBLE PARKING	94 SPACES	(4 ADA SPACES REQ'D @ 76 - 100 SPACES)
PROJECT TOTAL:		(+ BIKE RACKS)

LEGAL DESCRIPTION

LOT 5, BLOCK 2 OF DEL CAMINO JUNCTION BUSINESS PARK P.U.D., RECORDED ON DECEMBER 17, 1999 AT RECEPTION NO. 2739037 AT THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, BEING LOCATED IN THE W 1/4, SW 1/4 OF SECTION 2, T2N, R68W OF THE 6TH PM, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 2.178 ACRES (94,873.68 SQ. FT.), MORE OR LESS.

PROPERTY ADDRESS

11281 BUSINESS PARK CIRCLE
FIRESTONE, COLORADO 80504

APPROVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO THIS

24th DAY OF July, 2019, BY RESOLUTION NO. 19-22

Robbie Dillie
MAYOR

Debra Hunschell
ATTEST: TOWN CLERK

ACCEPTANCE BLOCK AND NOTARY

BY SIGNING THIS FDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH HEREIN.

OWNER: CENTENNIAL LENDING, LLC.
A COLORADO LIMITED LIABILITY COMPANY

STATE OF COLORADO)
COUNTY OF WELD) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22

DAY OF July, 2019, BY Jeff Davis, SUP. of Centennial Lending, LLC.

WITNESS MY HAND AND OFFICIAL SEAL



Jeff Davis
NOTARY PUBLIC

10/10/2020
MY COMMISSION EXPIRES

PROJECT TEAM

PROPERTY OWNER / DEVELOPER:

CENTENNIAL LENDING, LLC
10000 W. 12TH AVENUE, UNIT D
LONGMONT, CO 80504
ATTN: JEFF DAVIS
JEFF.DAVIS@CENTENNIAL-LENDING.COM
720-494-2745

PLANNER & LANDSCAPE ARCHITECT:

LANDMARK ENGINEERING, LTD.
3522 W. EDENPOWER BLVD.
FORT COLLINS, CO 80521
ATTN: LEE MARTIN, RLA
LMARTIN@LANDMARKLTD.COM
970-667-6286

SURVEYOR:

STELL SURVEYING SERVICES, LLC
100 WEST 10TH STREET
CHEYENNE, WY 82009
ATTN: JEFF JONES, PLS
JEFF@STELLSURVEY.COM
307-634-7273

GEOTECHNICAL CONSULTANT:

LANDMARK ENGINEERING, LTD.
3522 W. EDENPOWER BLVD.
FORT COLLINS, CO 80521
ATTN: LARRY MILLER
MILLER@LANDMARKLTD.COM
970-667-6286

TRANSPORTATION ENGINEER:

DELICH ASSOCIATES
2272 GLEN HAVEN DR.
LOVELAND, CO 80538
ATTN: JEFF DELICH, P.E.
MATT@DELICHASSOC.COM
970-669-2061

ARCHITECT:

VFLA ARCHITECTS
419 CANYON AVE. STE. #200
FORT COLLINS, CO 80521
ATTN: JEFF GOLDMAN, AIA
ANDY@VFLA.COM
970-224-1191

CIVIL ENGINEER:

SUMMIT ENGINEERING, LLC
5907 TOWNSEND PLACE
CHEYENNE, WY 82009
ATTN: LARRY GALLAGHER, PE
LARRY@SUMMITENGINEERINGWY.COM
307-637-0681

IRRIGATION DESIGNER:

MPI DESIGNS, LLC
P.O. BOX 345
WINDSOR, CO 80550
ATTN: MICHELLE PETERSON
MICHELLE@MPIDESIGNSLLC.COM
970-662-3547

SHEET INDEX

1	OF 22	COVER SHEET
2	OF 22	NARRATIVE
3	OF 22	SITE PLAN
4-5	OF 22	GRADING PLAN & DETAILS
6-7	OF 22	UTILITY PLAN & DETAILS
8-9	OF 22	LANDSCAPE PLAN & DETAILS
10-13	OF 22	IRRIGATION PLAN & DETAILS
14-15	OF 22	BUILDING ELEVATIONS
16-21	OF 22	LIGHTING & PHOTOMETRIC PLAN
22	OF 22	STRIPING & SIGN PLAN



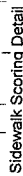
Landmark Engineering, LLC
3522 W. EDENPOWER BLVD.
FORT COLLINS, CO 80521
970-667-6286

CENTENNIAL LENDING HEADQUARTERS COVER SHEET

NAME OF APPLICANT:	CENTENNIAL LENDING, LLC
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018
REVISION DATE:	4/4/2019
REVISION DATE:	5/31/2019
REVISION DATE:	6/27/2019 MYLAR
REVISION DATE:	-
REVISION DATE:	-
SHEET 1 OF 22	

LOT 5, BLOCK 2, DEL CAMINO JUNCTION BUSINESS PARK P.U.D.
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
SHEET 2 OF 22

WELD COUNTY
SHEET 3 OF 22



15

- ER LINE
TARY SEWER MANHOLE
TARY SEWER LINE
SHED SIDEWALK
N
IN VERTICAL
IN EXISTING
SHALL BE MADE VIA SAW
NEW CROSS PAV. WITHOUT
DISTURBING ASPHALT.

CURVE TABLE			
CURVE #	DELTA	RADIUS	CHORD BEARING
C-1(M)	20°21'40"	882.75'	S36°27'17"E

SITE PLAN

CENTENNIAL LENDING HEADQUARTERS		SITE PLAN	
NAME OF APPLICANT:	CENTENNIAL LENDING, LLC	TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018	REVISION DATE:	4/4/2019
REVISION DATE:	5/31/2019	REVISION DATE:	6/27/2019 MYLAR
REVISION DATE:	-	REVISION DATE:	-
REVISION DATE:	-	REVISION DATE:	-
		SHEET 3 OF 22	

ADJACENT PROPERTIES	
PLAN REF.	DIRECTION
(A)	S.E.
(B)	N.E.
(C)	N.W.
(D)	S.W.

DESCRIPTION
LOT 6, BLOCK 1 1129 BUSINESS PARK CIR (BEST WESTERN HOTEL)
TRACT 8, LOT 2 REC. NO. 270047 (DETENTION POND)
LOT 1, BLOCK 2 LOT 2 (VACANT LAND)
LOT 1A, BLOCK 3 1131 1/2 FRONTAGE RD. (INT. CREDIT UNION)

THE ABOVE PROPERTIES ARE WITHIN THE DEL CAMINO JUNCTION PUB (ENT CREDIT UNION)

LEGEND

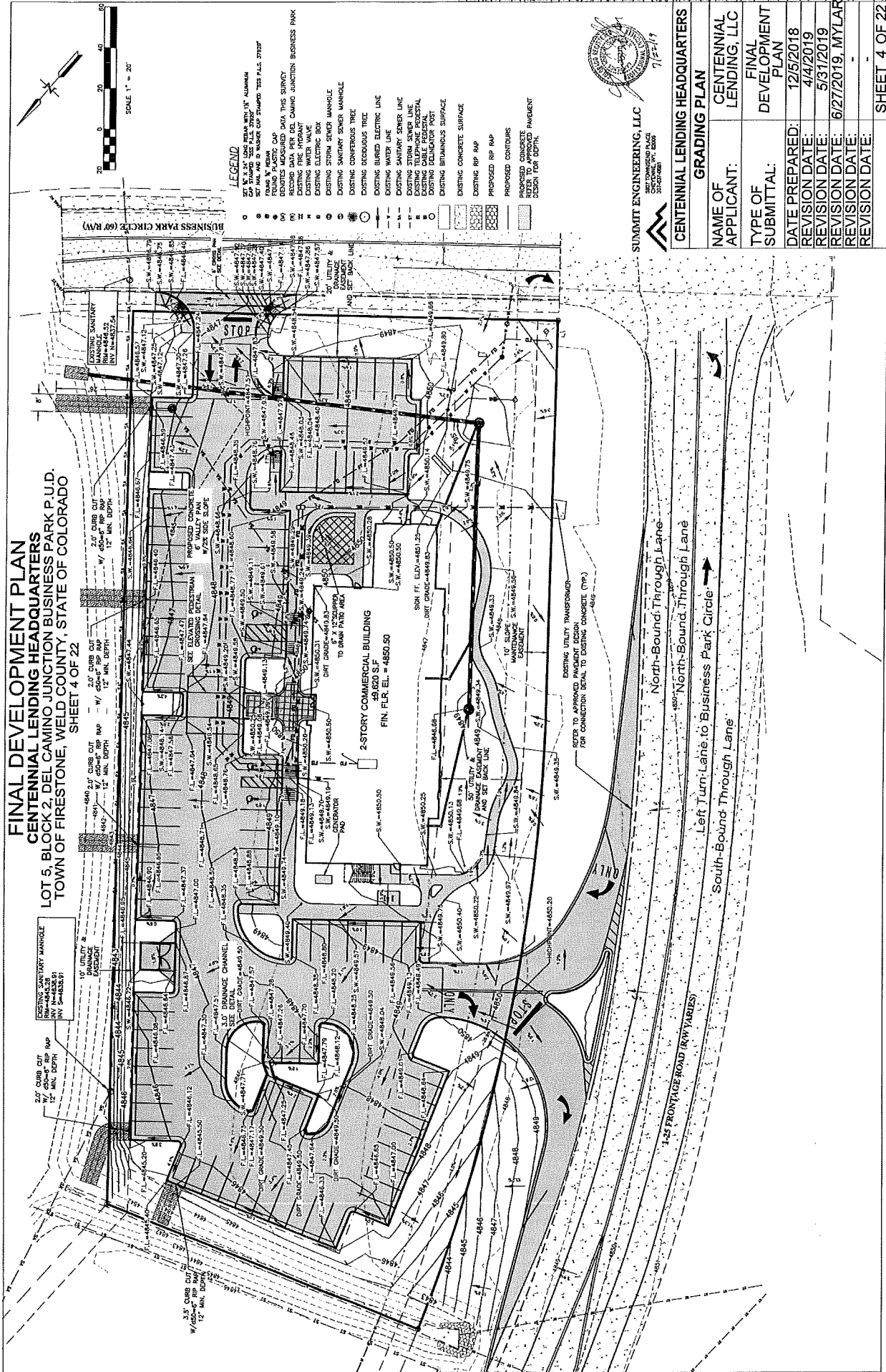
- * PROPOSED LIGHT FIXTURE (SEE NOTE 4)
 □ PROPOSED BOLLARD LIGHT (SEE NOTE 4)
- ④ BACKUP GENERATOR (4" X 8" CONCRETE PAD)
 ⑤ PUMP (PER CIVIL DRAWINGS)
 ⑥ TRASH ENCLOSURE (PER ARCHITECT'S DRAWINGS)
- _____ PROPOSED HIP-RAP
 _____ (SEE CIV. DRAWINGS)



Landmark
Engineering
Engineers Planners Surveyors Geoscientists

CENTENNIAL LENDING HEADQUARTERS

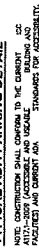
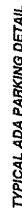
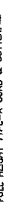
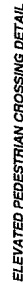
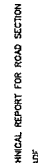
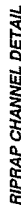
DEVELOPMENT
LENDING HEADQUARTERS
CHICAGO JUNCTION
WELDON COUNTY
SHEET 4 OF 22



SUMMIT ENGINEERING LLC

CENTENNIAL LENDING HEADQUARTERS	
GRADING PLAN	
NAME OF APPLICANT:	CENTENNIAL LENDING, LLC
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018
REVISION DATE:	4/4/2019
REVISION DATE:	5/31/2019
REVISION DATE:	6/27/2019, MYLAR
REVISION DATE:	-
REVISION DATE:	-
SHEET 4 OF 22	

SHEET 5 OF 22



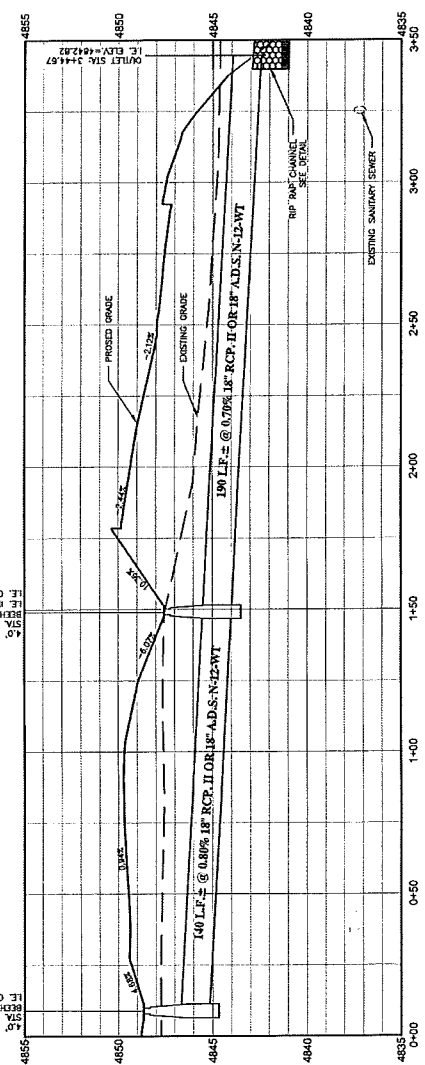
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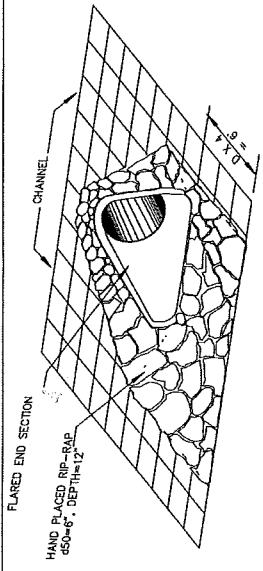
GRADING DETAIL

1

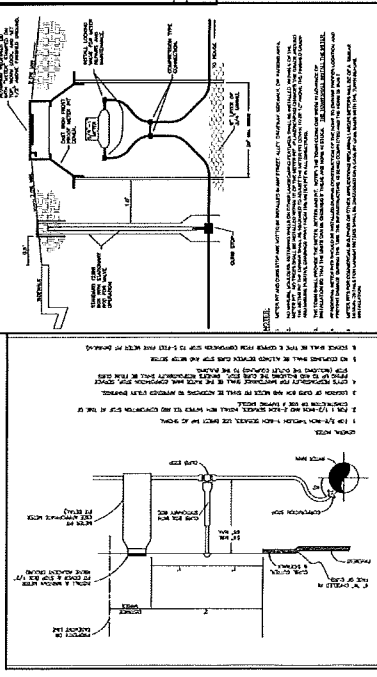
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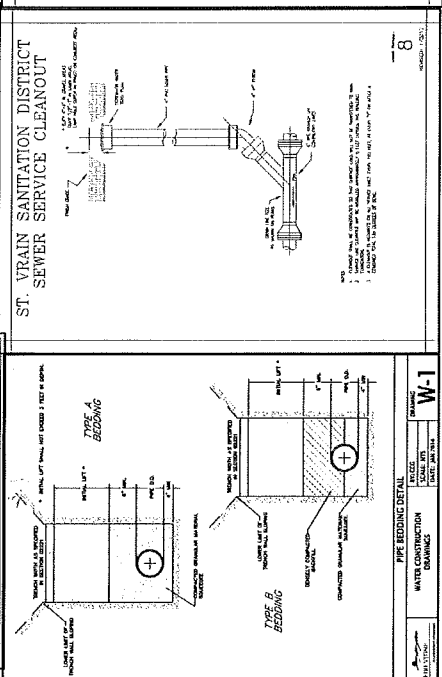
CENTENNIAL LENDING HEADQUARTERS	
UTILITY PLAN	
NAME OF APPLICANT:	CENTENNIAL LENDING, LLC
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018
REVISION DATE:	4/4/2019
REVISION DATE:	5/31/2019
REVISION DATE:	6/27/2019, MYLAR
REVISION DATE:	-
REVISION DATE:	-
SHEET 6 OF 22	



STORM SEWER OUTLET
ISOMETRIC VIEW



ST. VRAIN SANITATION DISTRICT
SEWER SERVICE CLEANOUT



PIPE BEDDING DETAIL
WATER CONSTRUCTION
DRAINAGE
DATE: JAN 2019

FINAL DEVELOPMENT PLAN
CENTENNIAL LENDING HEADQUARTERS
LOT 5, BLOCK 2, DEL CAMINO JUNCTION BUSINESS PARK P.U.D.
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
SHEET 7 OF 22

GENERAL METER NOTES

- LOCATION OF THE METER TO BE ESTABLISHED BY THE DEVELOPMENT ENGINEER.
- THE METER SHALL BE INSPECTED BY THE RESIDENT PROJECT REPRESENTATIVE.
- IF THE EXISTING OR PROPOSED GRADE IS NOT AT THE TIME OF THE METER INSTALLATION, THE METER SHALL BE INSTALLED AT THE GRADE OF THE EXISTING OR PROPOSED GRADE. THE METER SHALL NOT BE INSTALLED AT A GRADE LOWER THAN THE GRADE OF THE EXISTING OR PROPOSED GRADE.
- LEAKAGE JOINTS AND COLLARED JOINTS SHALL NOT BE ALLOWED INSIDE THE METER VAULT.
- THE METER SHALL BE INSTALLED ON A 12" AND LARGER METER VALVES OF THE SAME MATERIAL.
- NO CONNECTIONS SHALL BE MADE TO THE METER PIT. SYPHONAGE SHALL NOT BE USED TO REMOVE WATER FROM THE METER PIT. THE METER SHALL BE INSTALLED ON THE DOWNSTREAM SIDE.
- DATE VALVES: DATE VALVES SHALL BE USED FOR ALL METER VALVES. DATE VALVES SHALL BE INSTALLED ON THE DOWNSTREAM SIDE OF THE METER. DATE VALVES SHALL BE INSTALLED ON THE DOWNSTREAM SIDE OF THE METER. DATE VALVES SHALL BE INSTALLED ON THE DOWNSTREAM SIDE OF THE METER.
- ALL CONNECTIONS OR APPROVED EQUAL COUPLINGS SHALL HAVE THE PIPE STOP REMOVED.

WATERMETER NOTES

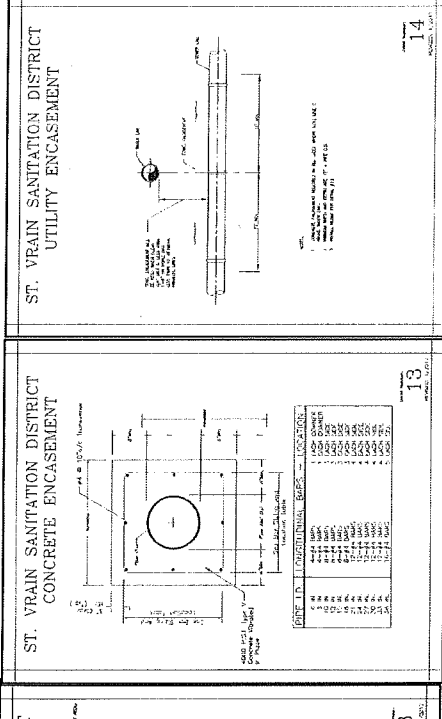
W-10

WATER CONSTRUCTION

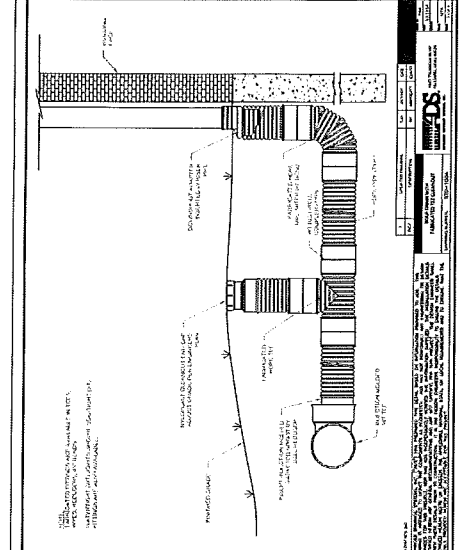
DATE: JAN 2019



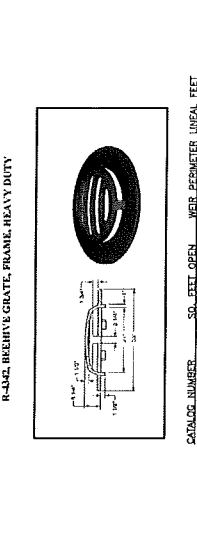
ST. VRAIN SANITATION DISTRICT
UTILITY ENCASUREMENT



ST. VRAIN SANITATION DISTRICT
UTILITY ENCASUREMENT



BEHIVE INLET
(OR APPROVED EQUAL)
R-142, BEHIVE GRATE, FRANK, HEAVY DUTY



CATALOG NUMBER R-142 SQ. FEET OPEN PER PERIMETER LINEAL FEET 5.5

SUMMIT ENGINEERING, LLC
10000 W. 10TH AVENUE
DENVER, CO 80201
303-440-0001

CENTENNIAL LENDING HEADQUARTERS

UTILITY DETAILS

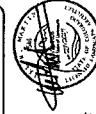
NAME OF APPLICANT:	CENTENNIAL LENDING, LLC
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018
REVISION DATE:	4/4/2019
REVISION DATE:	5/31/2019
REVISION DATE:	6/27/2019, MYLARS
REVISION DATE:	-
REVISION DATE:	-

SHEET 7 OF 22

SHEET 8 OF 22

Landscape Legend

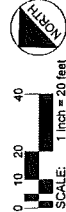
	PROPOSED TURF (SEE PER NOTE 6)
	NATIVE TURF (SEE PER NOTE 7)
	LANDSCAPE SUBSTRATES (SEE PER NOTE 8)
	PROPOSED SWAMP (SEE PER NOTE 9)
	EXISTING WATER (N)
	PROPOSED ROLL AND LIGHT (SEE LIGHTING PLAN)
	PROPOSED TO BE REMOVED (SEE PER NOTE 10)



Landmark
Engineering
Engineers Planners Surveyors Geo-
8021 Wood Eisenhour Blvd., Loveland, Colo.

NAME OF APPLICANT:	CENTENNIAL LENDING, LLC
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018
REVISION DATE:	4/4/2019
REVISION DATE:	5/31/2019
REVISION DATE:	6/27/2019 MYLAR
REVISION DATE:	-
REVISION DATE:	-
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SHEET 8 OF 22



LANDSCAPE PLAN

FINAL DEVELOPMENT PLAN

CENTENNIAL LENDING HEADQUARTERS
LOT 5, BLOCK 2, DEL CAMINO JUNCTION BUSINESS PARK P.U.D
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
SHEET 9 OF 22

LANDSCAPE NOTES

1. REQUIRED PLANT MATERIALS SHALL BE GROWN IN A NURSERY IN ACCORDANCE WITH PROPER CULTIVATION, WELL-BRANCHED STOCK WITH A GROWTH HABIT NORMAL TO THE SPECIES AND VARIETY, AND FREE OF DISEASE AND PESTS. ALL PLANT MATERIALS SHALL BE SUPPLIED WITH AN AUTOMATIC RAIN SHUT-OFF DEVICE.
2. ALL PLANT MATERIALS SHALL BE SUPPLIED WITH A LANDSCAPING AS APPROVED IN THE FINAL LANDSCAPE PLAN.
3. THE PROPERTY OWNER SHALL NOT USE PLANT MATERIALS IN ACCORDANCE WITH PROPER CULTIVATION, WELL-BRANCHED STOCK WITH A GROWTH HABIT NORMAL TO THE SPECIES AND VARIETY, AND FREE OF DISEASE AND PESTS. ALL PLANT MATERIALS SHALL BE SUPPLIED WITH AN AUTOMATIC RAIN SHUT-OFF DEVICE.
4. ALL PLANT MATERIALS SHALL BE SUPPLIED WITH A LANDSCAPING AS APPROVED IN THE FINAL LANDSCAPE PLAN.
5. ALL PLANT MATERIALS SHALL BE SUPPLIED WITH A LANDSCAPING AS APPROVED IN THE FINAL LANDSCAPE PLAN.
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18. ALL PLANT MATERIALS SHALL BE SUPPLIED WITH A LANDSCAPING AS APPROVED IN THE FINAL LANDSCAPE PLAN.
19. ALL PLANT MATERIALS SHALL BE SUPPLIED WITH A LANDSCAPING AS APPROVED IN THE FINAL LANDSCAPE PLAN.

TREE PRESERVATION NOTES

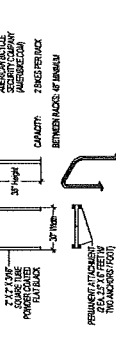
1. ALL TREES AND SHRUBS ON SITE ON ADJACENT TRACT B AND WITHIN ADJACENT RIGHT OF WAY SHALL BE PRESERVED AND MAINTAINED THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL ENSURE THAT SUFFICIENT IRRIGATION WATER IS PROVIDED TO TREES AND SHRUBS THROUGHOUT THE PROJECT. TREE BRANCHES THAT INTERFERE WITH CONSTRUCTION EQUIPMENT SHALL BE PROPERLY PRUNED BY A CERTIFIED TREE CARE SPECIALIST PRIOR TO BEGINNING CONSTRUCTION. A WOOD MULCH LAYER AT 4" DEPTH IS REQUIRED WITHIN THE DRIPLINE OF ALL TREES TO REMAIN AS WELL AS TO PREVENT SCRAPING OR SOILING THE BARK. TRUNK AND/OR LOWER LIMBS WITH HEAVY EQUIPMENT, WRAP SINGLE-STEM TREES TRUNKS TO REMAIN IN TREE PROTECTION. FIRST LIMB, INSTALL PER MANUFACTURER INSTRUCTIONS. PROTECTIVE ORANGE CONSTRUCTION FENCE SHALL BE ALIGNED WITH THE DRIPLINE OF ALL TREES TO REMAIN. ALL TREES TO REMAIN WITHIN THE DRIPLINE SHALL BE PROTECTED BY A FENCE. LIMITS OF WORK, NO CONSTRUCTION SHALL OCCUR WITHIN THIS FENCED AREA EXCEPT UNDER THE DIRECT SUPERVISION OF THE LANDSCAPE ARCHITECT. SOIL COMPACTION AND GRADING SHALL BE AVOIDED UNDER THE DRIPLINE OF TREES TO REMAIN. NO MOBILE EQUIPMENT SHALL BE OPERATED WITHIN THE FENCED AREA SURROUNDING TREES TO REMAIN.
2. MAINTAIN POSITIVE DRAINAGE AWAY FROM THE TRUNKS OF ALL TREES TO REMAIN. ALL ROOTS 1" OR LARGER THAT MUST BE SEVERED SHALL BE CUT MANUALLY TO PRODUCE A CLEAN CUT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING COMPARABLE REPLACEMENT FOR ANY TREES FOUND TO BE DAMAGED OR REMOVED DUE TO CONSTRUCTION ACTIVITY.



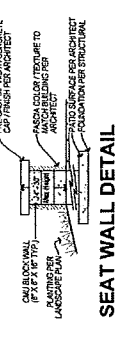
BIKE RACK LAYOUT



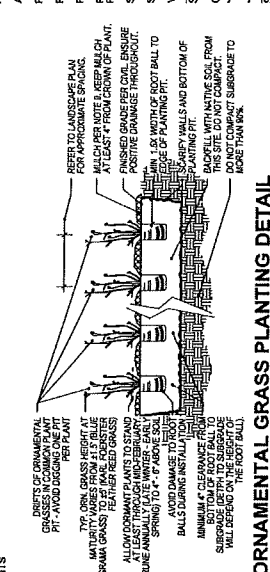
BIKE RACK DETAIL



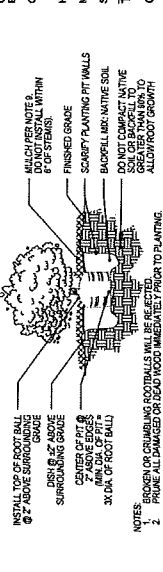
SEAT WALL DETAIL



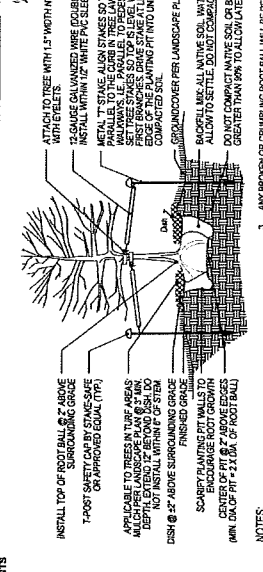
STEEL EDGING INSTALLATION DETAIL



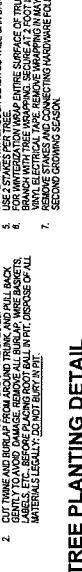
ORNAMENTAL GRASS PLANTING DETAIL



SHRUB PLANTING DETAIL



TREE PLANTING DETAIL



PLANT LIST

CODE	QTY	BOTANIC NAME	COMMON NAME	MATURE HT. x SPD.	CONDITION	COMMENT / SIZE
CA3P	3	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	MULTISTEM
CA4P	4	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA5P	5	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA6P	6	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA7P	7	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA8P	8	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA9P	9	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA10P	10	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA11P	11	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA12P	12	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA13P	13	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA14P	14	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA15P	15	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA16P	16	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA17P	17	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA18P	18	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA19P	19	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA20P	20	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA21P	21	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA22P	22	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA23P	23	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA24P	24	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA25P	25	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA26P	26	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA27P	27	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA28P	28	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA29P	29	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA30P	30	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA31P	31	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
CA32P	32	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
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CA46P	46	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER
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CA100P	100	CATALPA SPECIOSA	WESTERN CATALPA	50' X 30'	B + B	2' CALIPER

IRRIGATION SCHEDULE

[illegible]

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	THE IRRIGATION SYSTEM POINT OF CONNECTION (POC) SHALL BE DOWNSTREAM OF THE DOMESTIC WATER TAP AND METER. AT THE DOMINANT LOCATION SHOWN (REFER TO THE CIVIL PLAN FOR LOCATION), THE IRRIGATION SYSTEM SHALL BE PREVENTION UNIT, FLOW SINKER, AND MASTER VALVE ASSEMBLY AS INDICATED. VERIFY EXACT LOCATION OF POC WITH OWNER'S SURVEY. THE IRRIGATION SYSTEM SHALL BE INSTALLED ON SITE PRIOR TO CONSTRUCTION. CONTRACTOR TO INSTALL BACKFLOW PREVENTER, PER LOCAL CODES AND PER LOCAL PLUMBERS CODE AND PER LOCAL CODE. BACKFLOW SHALL BE TESTED UPON INSTALLATION AND ANNUAL THEREAFTER.
2	PERMANENT MOUNT THE IRRIGATION CONTROLLER AT THE APPROXIMATE LOCATION SHOWN. THE IRRIGATION CONTROLLER SHALL BE REPRESENTATIVE WITH THE OWNER'S REPRESENTATIVE. CARE SHOULD BE TAKEN TO INSTALL THE IRRIGATION CONTROLLER IN A LOCATION THAT IS PROTECTED FROM WEATHER, MAINTENANCE, AND IS EXPOSED FROM VIEW EITHER BEHIND ENTRY WALLS, NOT TO BUILDINGS OR BEHIND PLANT MATERIAL. FINAL LOCATION TO BE APPROVED BY OWNER'S REPRESENTATIVE. THE IRRIGATION CONTROLLER SHALL BE INSTALLED PER NATIONAL ELECTRICAL CODE.

[illegible]

EMITTER SCHEDULE			NO. OF EMITTERS	TOTAL FLOW
PUMP TYPE	EMITTER TYPE	SPRINKLER		
	GROUND COVER	SINGLE OUTLET	1	1 GPM
	PERENNIALS	SINGLE OUTLET	1	1 GPM
	GAL. SHRUB	SINGLE OUTLET	1	1 GPM
	2 GAL. SHRUB	SINGLE OUTLET	2	2 GPM
	TREE IN SHRUB BED	SINGLE OUTLET	4-5	4-5 GPM

NOTES:
1. MULTIPLE OUTLET EMITTERS CAN BE UTILIZED IN DENSELY PLANTED AREAS AND FOR TREES IN SHRUB BEDS.
2. REFER TO LEGEND AND DETAILS FOR INLINE DRIP TOTALS.



MPD Designs, LLC
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Michael@MPDDesigns.com

INSTALLATION GENERAL NOTES

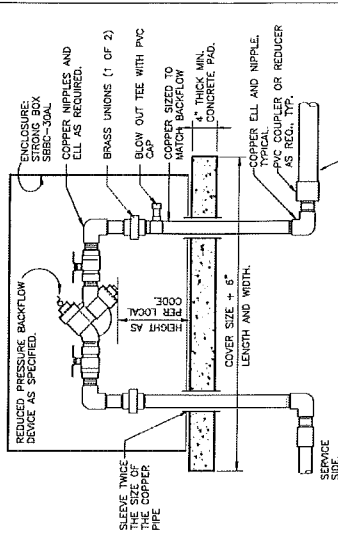
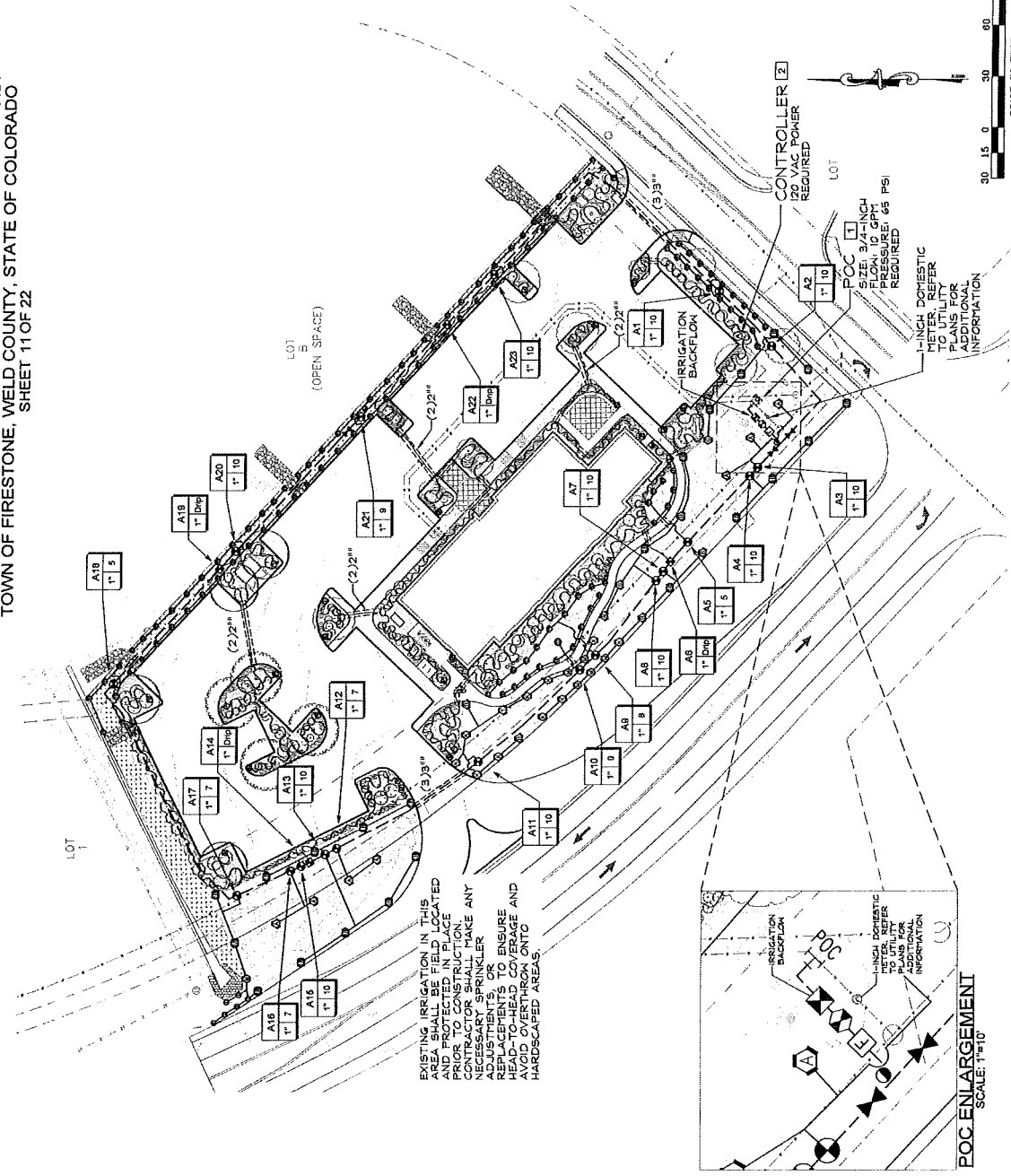
1. THE DESIGN ASSUMES A MINIMUM DYNAMIC PRESSURE FOR FLOW OF 10 PSI AT THE 3/4-INCH POINT-OF-CONNECTION FOR EVERY PRESSURE AND FLOW ON SITE PRIOR TO CONSTRUCTION. CONTRACTORS SHALL PROVIDE REPRESENTATIVE MANHOLETS IF FLOW OR PRESSURE ARE LOWER THAN LISTED ABOVE.
2. CONTRACTORS SHALL BECOME FAMILIAR WITH THE SPECIFICATIONS AND INSTALLATION DETAILS FOR THIS AND RELATED WORK PRIOR TO CONSTRUCTION. FOR CLARIFICATION, CONTACT IRIGATION DESIGNER PRIOR TO CONSTRUCTION.
- 2.1. UPON FINAL ACCEPTANCE, CONTRACTOR SHALL TURN OVER REQUIRED ADJUSTMENT KEYS INCLUDING BUT NOT LIMITED TO CONTROLLER ENCLOSURE AND BACKFLOW PREVENTER VALVE BODY KEYS. QUICK COUPLER LEAKAGE TEST KEY, SPRINKLER HEAD AND NOZZLE ADJUSTMENT KEYS.
- 2.2. UPON FINAL ACCEPTANCE, CONTRACTOR SHALL TURN OVER SPARE PARTS KIT INCLUDING TWO (2) EACH OF BACKFLOW WATERLOGGING INSERT, TWO (2) EYER HEAD AND NOZZLE PORT NOZZLE TREE INCLUDED, ONE RCV DIAPHRAGM, ETC.
3. COORDINATE UTILITY LOCATES OF NEIGHBORING UTILITIES PRIOR TO CONSTRUCTION. 901-CALL BEFORE YOU DIG!.
4. IF DISCREPANCIES ARE NOTED IN THE FIELD BETWEEN SITE CONDITIONS AND PROVIDED DESIGNS, CONTRACTOR SHALL NOTIFY OWNERS REPRESENTATIVE OR GENERAL CONTRACTOR IMMEDIATELY. CONTRACTOR SHALL CORRECT ANY DISCREPANCIES IN THE IRRIGATION SYSTEM IF SUCH DISCREPANCIES IN THE FIELD AFFECT THE PROVIDED DESIGN, DETAILS, OR SPECIFICATIONS.
5. ALL IRRIGATION COMPONENTS (MANHOLETS, WELLS, LATERAL LINES, ETC.) SHALL BE INSTALLED IN LANDSCAPED AREAS WHEREVER POSSIBLE, EVEN THOUGH SAID IRRIGATION COMPONENTS MAY BE FOUND OUTSIDE PLANTING AREAS FOR CRAFT.
- 5.1. AVOID CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING MATERIALS, AND ARCHITECTURAL FEATURES. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING COLLISIONS AND TIEING THEM TO THE APPROPRIATE ARCHITECT PRIOR TO SPRINKLER, LAUNCH, OR LANDSCAPE MATERIAL CANNOT BE RELOCATED. ADDITIONAL SPRINKLERS WILL BE INSTALLED AS NEEDED TO MAINTAIN PROPER IRRIGATION OF THE ENTIRE PROJECT AREA.



CENTENNIAL LENDING HEADQUARTERS		CENTENNIAL LENDING, LLC		FINAL DEVELOPMENT PLAN	
NAME OF APPLICANT:		CENTENNIAL LENDING, LLC		DATE PREPARED:	12/5/2018
TYPE OF SUBMITTAL:				REVISION DATE:	4/4/2019
				REVISION DATE:	5/31/2019
				REVISION DATE:	06/27/2019
				REVISION DATE:	-
				REVISION DATE:	-
					SHEET 10 OF 23

SHEET 10 OF 22

FINAL DEVELOPMENT PLAN CENTENNIAL LENDING HEADQUARTERS LOT 5, BLOCK 2, DEL CAMINO JUNCTION BUSINESS PARK P.U.D. TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO SHEET 11 OF 22



- NOTES:
1. INSTALL BACKFLOW DEVICE IN ACCORDANCE WITH ALL STATE AND LOCAL CODE REQUIREMENTS.
 2. SLOPE TOP SURFACE OF PAD AT 0.5 % WITH BROOM FINISH. MAKE PIPE SLEEVES WITH 1\"/>
 - 3. ALL WELDED JOINTS SHALL BE CONTINUOUS AND GROUND SMOOTH.
 - 4. ALL WELD JOINTS SHALL BE CONTINUOUS AND GROUND SMOOTH.

1 RP BACKFLOW W/ ENCLOSURE
1" = 1'-0"

IRRIGATION SCHEDULE

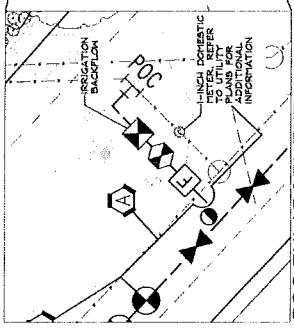
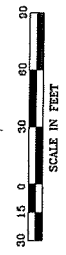
SYMBOL	MANUFACTURER/DESCRIPTION
⊗	QUICK COUPLER VALVE ASSEMBLY
⊕	ISOLATION VALVE ASSEMBLY
⊙	REDUCED PRESSURE BACKFLOW PREVENTER
⊖	FLOW SENSOR ASSEMBLY
⊘	CONTROLLER

*REFER TO SHEET #11 OF 22 FOR VALVE/STANDARD LEGEND



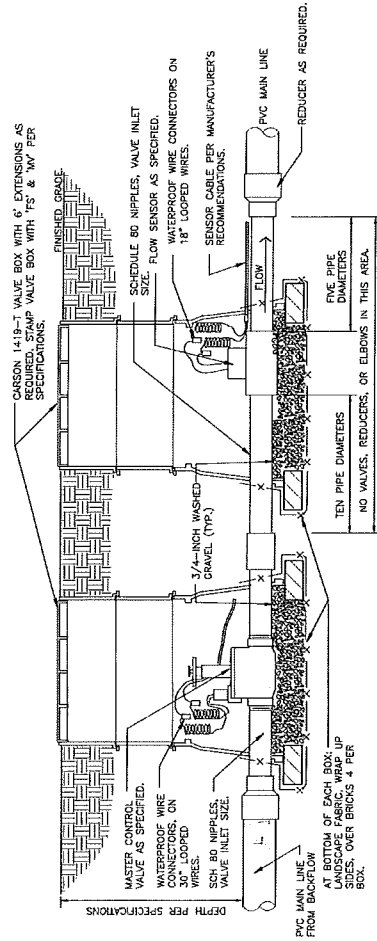
CENTENNIAL LENDING HEADQUARTERS	
IRRIGATION PLAN	
NAME OF APPLICANT:	CENTENNIAL LENDING, LLC
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018
REVISION DATE:	4/4/2019
REVISION DATE:	5/31/2019
REVISION DATE:	06/27/2019
REVISION DATE:	-

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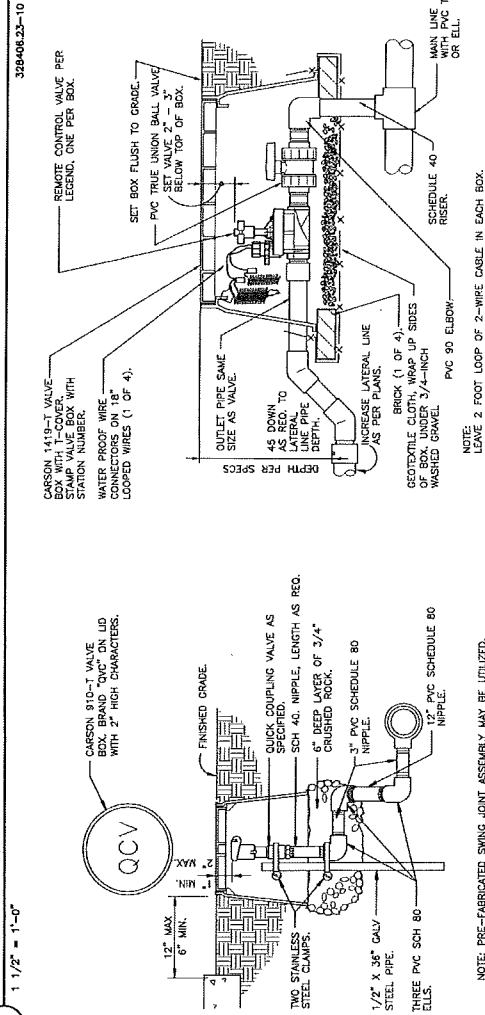


EXISTING IRRIGATION IN THIS AREA SHALL BE FIELD LOCATED AND PROTECTED IN PLACE. CONTRACTOR SHALL MAKE ANY NECESSARY SPRINKLER ADJUSTMENTS, OR REPLACEMENTS TO ENSURE PROPER OPERATION AND AVOID OVERTHROW ONTO HARDSCAPED AREAS.

FINAL DEVELOPMENT PLAN CENTENNIAL LENDING HEADQUARTERS LOT 5, BLOCK 2, DEL CAMINO JUNCTION BUSINESS PARK P.U.D. TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO SHEET 12 OF 22



1 MASTER VALVE/FLOW SENSOR ASSEMBLY
1 1/2" = 1'-0"

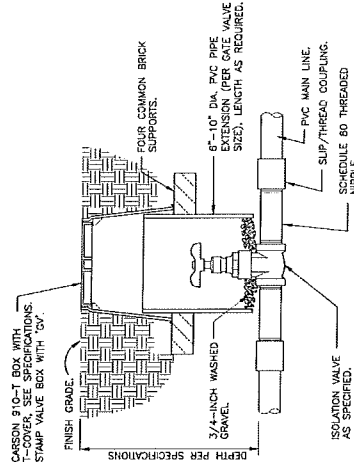


2 QUICK COUPLING VALVE IN BOX
1 1/2" = 1'-0"

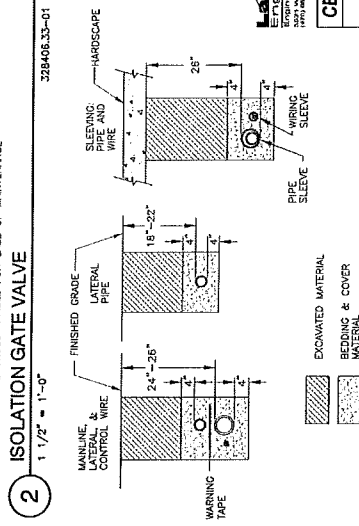
3 REMOTE CONTROL TURF VALVE
1 1/2" = 1'-0"

4 REMOTE CONTROL TURF VALVE
1 1/2" = 1'-0"

5 TYPICAL TRENCH DETAIL
N.T.S.



3 ISOLATION GATE VALVE
1 1/2" = 1'-0"



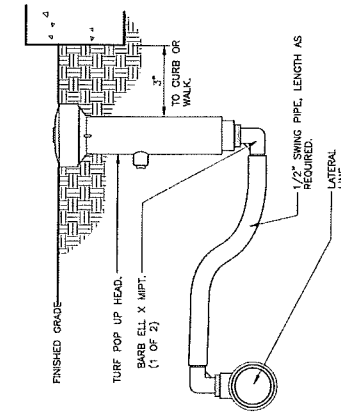
1. SLEEVE ALL PIPE AND WIRE SEPARATELY.
2. SLEEVE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
3. SLEEVE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
4. SLEEVE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
5. SLEEVE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
6. SLEEVE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
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8. SLEEVE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
9. SLEEVE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
10. SLEEVE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

4 TYPICAL TRENCH DETAIL
N.T.S.



CENTENNIAL LENDING HEADQUARTERS	
NAME OF APPLICANT:	CENTENNIAL LENDING, LLC
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018
REVISION DATE:	4/4/2019
REVISION DATE:	5/31/2019
REVISION DATE:	06/27/2019
REVISION DATE:	-
SHEET 12 OF 22	

FINAL DEVELOPMENT PLAN CENTENNIAL LENDING HEADQUARTERS LOT 5, BLOCK 2, DEL CAMINO JUNCTION BUSINESS PARK P.U.D. TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO SHEET 13 OF 22

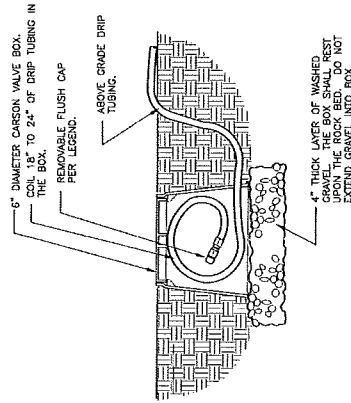


- NOTES:
- WHICH POP-UP RISERS SHALL BE UTILIZED IN ALL TURF/NATIVE SEEDBED AREAS.
 - SIDE INLET SHALL NOT BE UTILIZED.

6-INCH POP-UP SPRAY

3" = 1'-0"

328403.13-02

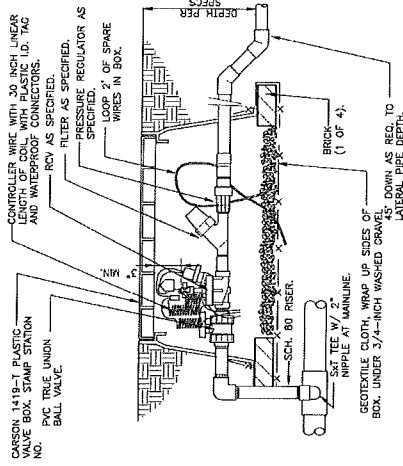


- NOTES:
- LOCATE FLUSH CAP ASSEMBLY AT THE END OF EACH DRIP LINE.
 - ENSURE THAT THE COILED DRIP TUBING IS OF SUFFICIENT LENGTH TO COMPLETELY EXTEND OUT OF THE VALVE BOX WHEN FLUSHING.

DRIP FLUSH CAP ASSEMBLY

1 1/2" = 1'-0"

328413.40-06



1" DRIP VALVE/FILTER/REGULATOR

1 1/2" = 1'-0"

328413.79-23

8 DRIP EMITTER AT 1/4" TUBING

3" = 1'-0"

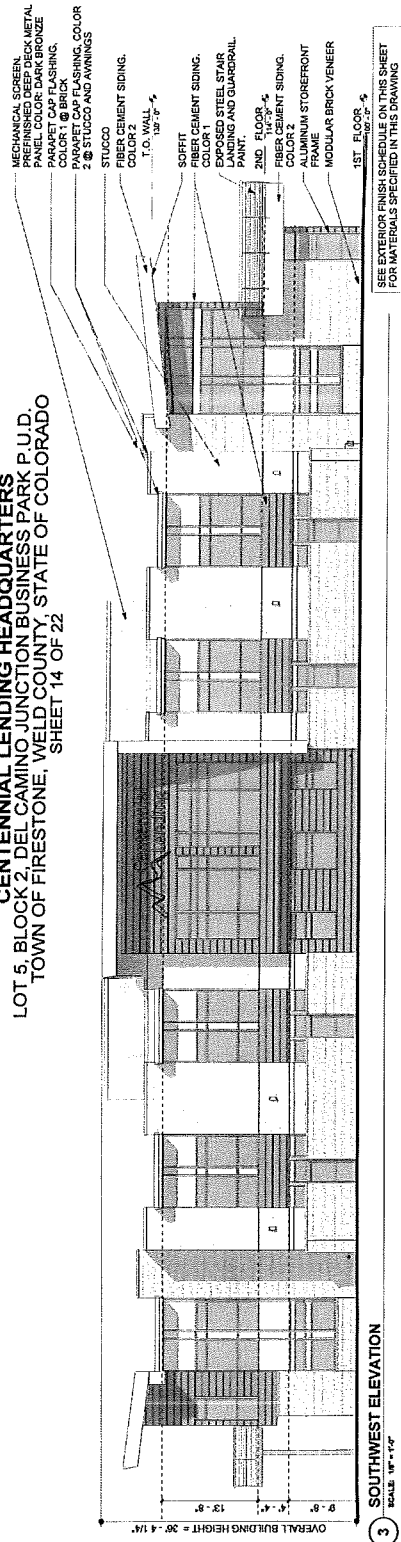
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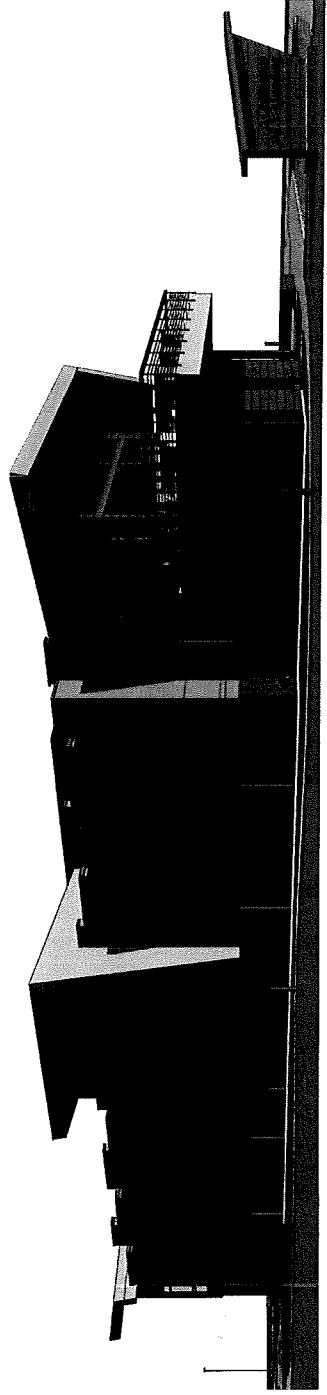
CENTENNIAL LENDING HEADQUARTERS	
IRRIGATION DETAILS	
NAME OF APPLICANT:	CENTENNIAL LENDING, LLC
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018
REVISION DATE:	4/4/2019
REVISION DATE:	5/31/2019
REVISION DATE:	06/27/2019
REVISION DATE:	-
REVISION DATE:	-
SHEET 13 OF 22	



FINAL DEVELOPMENT PLAN CENTENNIAL LENDING HEADQUARTERS LOT 5, BLOCK 2, DEL CAMINO JUNCTION BUSINESS PARK P.U.D. TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO SHEET 14 OF 22



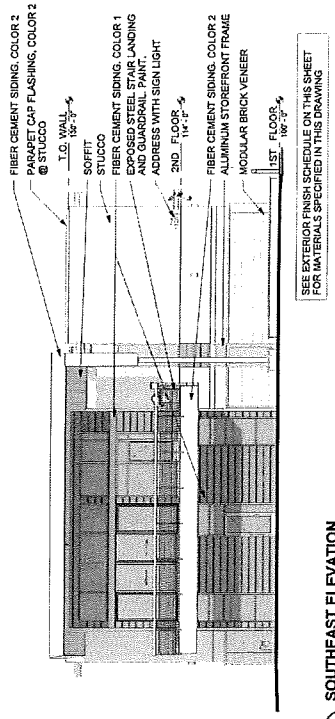
3
SOUTHWEST ELEVATION
SCALE: 1/8" = 1'-0"



2
PERSPECTIVE FROM SOUTH

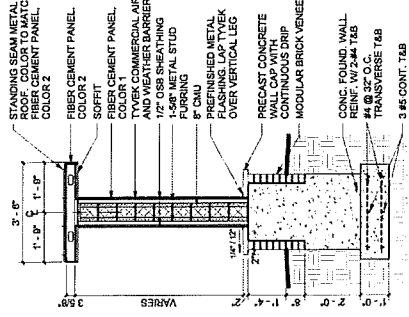
EXTERIOR FINISH SCHEDULE	
MODULAR BRICK VENEER	GENERAL SHALE, 'BALL PARK'
STUCCO	SHERWIN WILLIAMS 'SW 7017 DORIAN GRAY' COARSE SAND FINISH
FIBER CEMENT, COLOR 1:	SMOOTH VERTICAL PANEL WITH DECORATIVE TRIM AT HORIZONTAL JOINTS @ 12" O.C. PAINT: SHERWIN WILLIAMS 'SW 7015 GAUNTLET GRAY'
FIBER CEMENT, COLOR 2:	SMOOTH VERTICAL PANEL WITH DECORATIVE TRIM AT HORIZONTAL JOINTS @ 12" O.C. PAINT: SHERWIN WILLIAMS 'SW 7015 REPOSE GRAY'
SOFFIT	3/4" T&G CEDAR PLANK, SANDED AND SEALED
ALUM. STOREFRONT FRAMES	ANODIZED ALUMINUM 'DARK BRONZE'
GLAZING	VISION LITE TINT COLOR: CLEAR, SPANDREL GLASS COLOR: GRAY
EXPOSED STEEL (EXCEPT RAILINGS)	COLUMNS, TRUSSESS, AND STAIRS - SHERWIN WILLIAMS 'SW 7015 REPOSE GRAY'
GUARDRAIL POSTS AND RAILPOSTAGE	SHERWIN WILLIAMS 'SW 7020 BLACK FOX'
PARAPET CAP FLASHING, COLOR 1:	PREFINISHED: COLOR TO MATCH ANODIZED ALUMINUM 'DARK BRONZE'
PARAPET CAP FLASHING, COLOR 2:	PREFINISHED: COLOR TO MATCH ANODIZED ALUMINUM 'CHAMPAGNE'
FLASHINGS	PREFINISHED: COLOR TO MATCH ANODIZED ALUMINUM 'DARK BRONZE'

1
SOUTHEAST ELEVATION
SCALE: 1/8" = 1'-0"

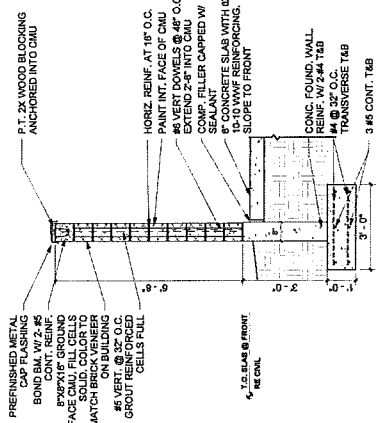


CENTENNIAL LENDING HEADQUARTERS BUILDING ELEVATIONS	
NAME OF APPLICANT:	CENTENNIAL LENDING, LLC
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018
REVISION DATE:	4/4/2019
REVISION DATE:	5/31/2019
REVISION DATE:	6/27/2019, MYLAR
REVISION DATE:	-

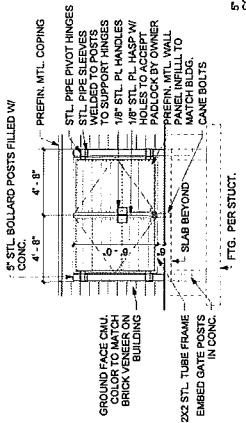
SHEET 15 OF 22



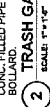
SECTION AT MONUMENT SIGN



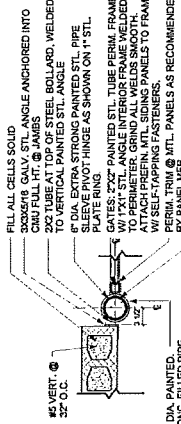
TRASH ENCLOSURE SECTION



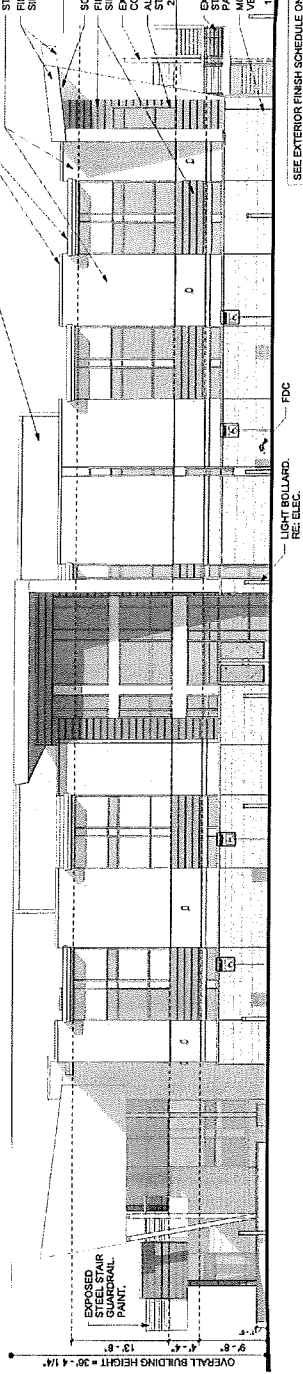
TRASH GATE ELEVATION



TRASH GATE DETAIL

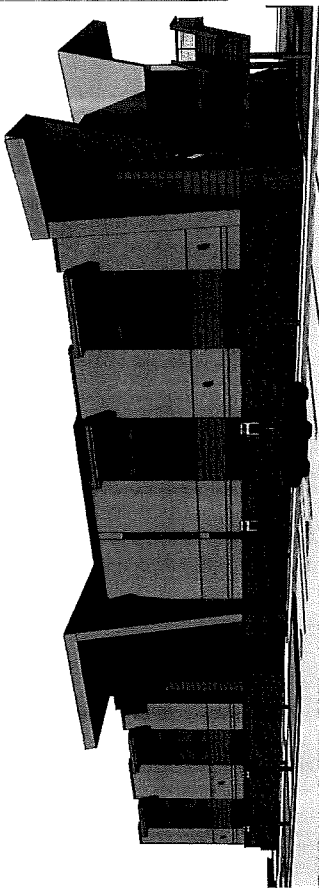


FIELD WELD GATE FRAME TO PIPE SLEEVE
PIVOTS W/ 1/4"x4"x2 1/2" PLATES EA. SIDE

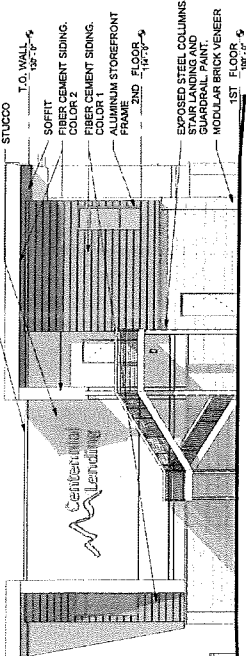


NORTHEAST ELEVATION

EXTERIOR FINISH SCHEDULE	
MODULAR BRICK VENEER:	GENERAL SHALE "BALL PARK"
SLUCCO:	SHERWIN WILLIAMS SW 7017 DORIAN GRAY COARSE SAND FINISH
FIBER CEMENT COLOR 1:	SMOOTH VERTICAL PANEL WITH DESCRIPTIVE TRIM AT 40 DEGREE JOINTS @ 12" O.C. PANEL: SHERWIN WILLIAMS SW 7018 BOUNTIFUL GRAY
FIBER CEMENT COLOR 2:	SMOOTH VERTICAL PANEL WITH DESCRIPTIVE TRIM AT 40 DEGREE JOINTS @ 12" O.C. PANEL: SHERWIN WILLIAMS SW 7015 BEFORE GRAY
SOFFIT:	3/4" x 60 CEDAR PLANK, Sanded and Sealed
ALUM. STOREFRONT FRAMES:	ANODIZED ALUMINUM "DARK BRONZE"
GLAZING:	VISION LITE TINT COLOR CLEAR, SPANDREL GLASS COLOR GRAY
EXPOSED STEEL (EXCEPT RAILINGS):	COLUMBIAN, STAINLESS, AND STAINLESS - SHERWIN WILLIAMS SW 7015 REINFORCING: SHERWIN WILLIAMS SW 7015
PARAPET CAP FLASHING, COLOR 1:	GUARDRAIL POSTS AND BALLASTRADE - SHERWIN WILLIAMS SW 7020 BLACK FOX
PARAPET CAP FLASHING, COLOR 2:	PREFINISHED: COLOR TO MATCH ANODIZED ALUMINUM "DARK BRONZE"
FLASHINGS:	PREFINISHED: COLOR TO MATCH ANODIZED ALUMINUM "CHAMPAGNE"



PERSPECTIVE FROM NORTH



NORTHWEST ELEVATION

WWW.PECC.COM	970.424.1151
CENTENNIAL LENDING HEADQUARTERS	
BUILDING ELEVATIONS	
NAME OF APPLICANT:	CENTENNIAL LENDING, LLC
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018
REVISION DATE:	4/4/2019
REVISION DATE:	5/31/2019
REVISION DATE:	6/27/2019, MYLAR
REVISION DATE:	-
REVISION DATE:	-
	SHEET 15 OF 22

SEE EXTERIOR FINISH SCHEDULE ON THIS SHEET
FOR MATERIALS SPECIFIED IN THIS DRAWING

SHEET 15 OF 22

VELA
ARCHITECTURE + INTERIORS

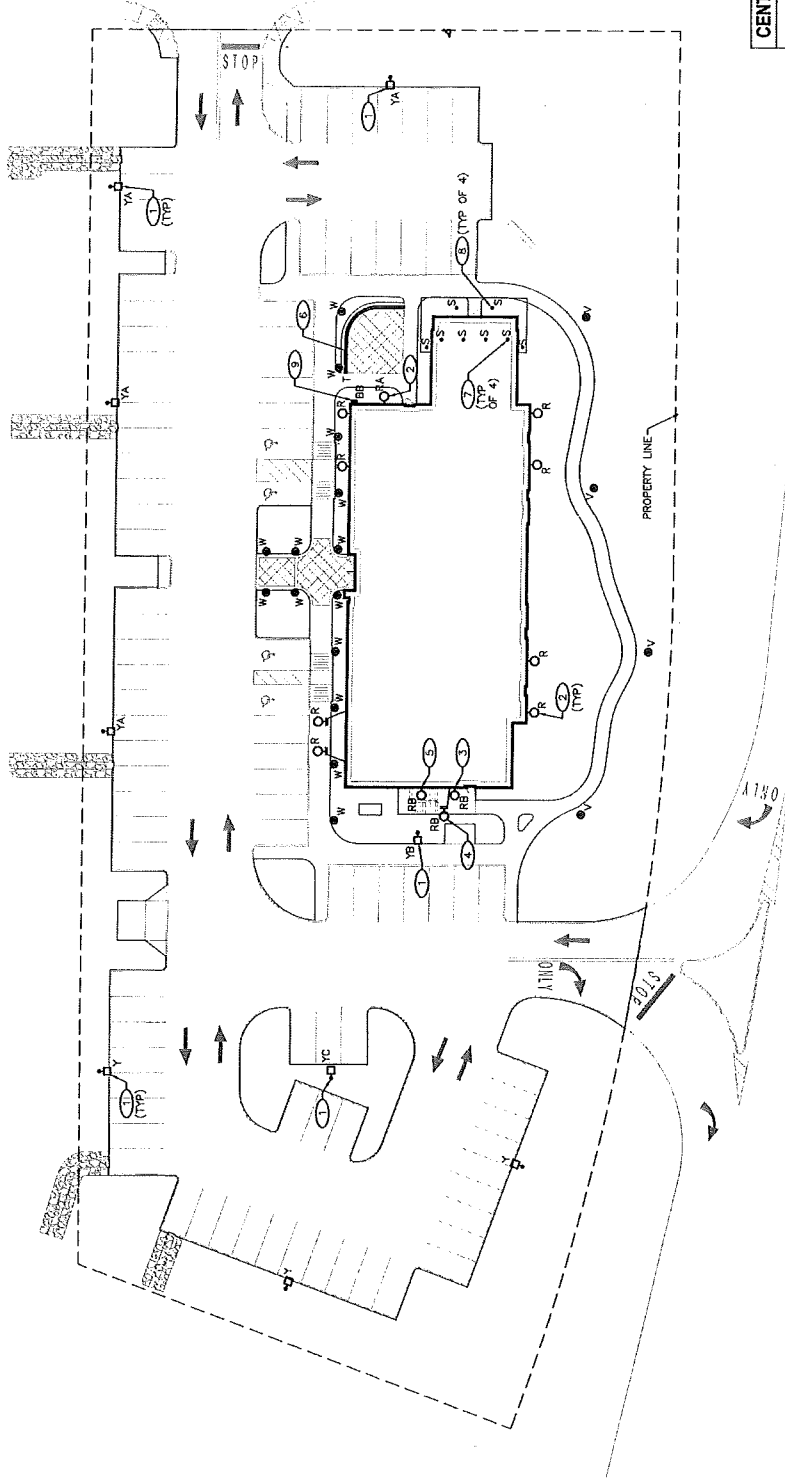
FINAL DEVELOPMENT PLAN CENTENNIAL LENDING HEADQUARTERS LOT 5, BLOCK 2, DEL CAMINO JUNCTION BUSINESS PARK P.U.D. TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO SHEET 16 OF 22

GENERAL NOTES:

1. ALL LIGHTING SHALL BE CONTROLLED BY PHOTOCELL AND TIMED TO SHUT OFF OPERATION AS PRESCRIBED BY THE TOWN OF FIRESTONE. THE LIGHTING SHALL BE COORDINATED WITH OWNER.

ELECTRICAL KEYNOTES: (○)

1. LUMINAIRE MOUNTED ON 25'-0" POLE WITH 3'-0" CONCRETE BASE.
2. MOUNT LUMINAIRE SO THAT BOTTOM OF LUMINAIRE IS +12'-0" AGL.
3. MOUNT LUMINAIRE SO THAT BOTTOM OF LUMINAIRE IS +10'-0" AGL.
4. MOUNT LUMINAIRE SO THAT BOTTOM OF LUMINAIRE IS +33'-0" AGL.
5. MOUNT LUMINAIRE SO THAT BOTTOM OF LUMINAIRE IS +45'-0" AGL.
6. LUMINAIRE MOUNTED TO UNDERSIDE OF PAVO BENCH.
7. LUMINAIRE MOUNTED TO UNDERSIDE OF SECOND FLOOR OVERHANG.
8. MOUNT LUMINAIRE SO THAT BOTTOM OF LUMINAIRE IS +15'-3" AGL TO BOUNT LUMINAIRE BOUNT STREET ADDRESS.



1 PHOTOMETRIC PLAN - SITE LIGHTING LAYOUT
11-2019

PROJECT NUMBER: 201977

CENTENNIAL LENDING

FIRESTONE, COLORADO



Strength in design. Strength in performance. Strength in community.



FEED: R1012
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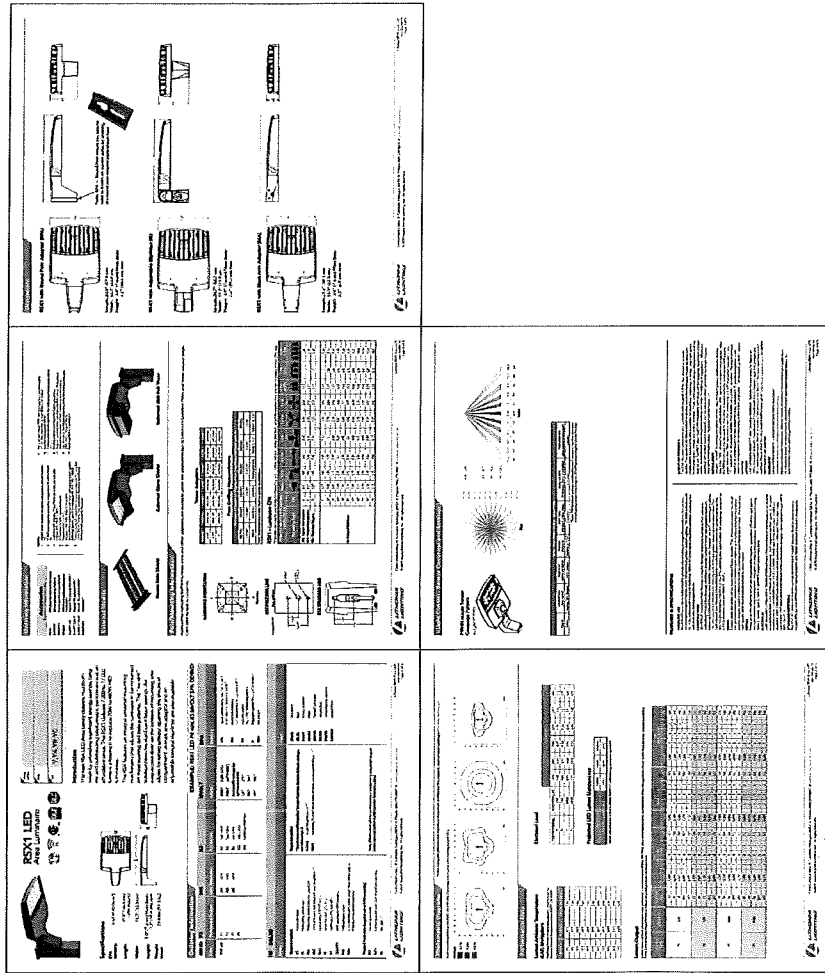
DATE: 11/15/2019
BY: [Signature]
CHECKED: [Signature]
SCALE:



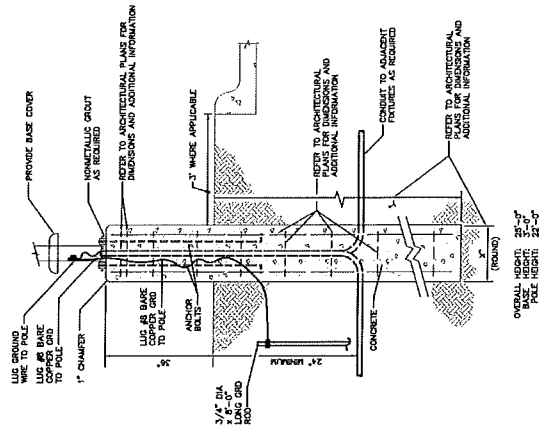
CENTENNIAL LENDING HEADQUARTERS PHOTOMETRIC PLAN - SITE LIGHTING LAYOUT

NAME OF APPLICANT:	CENTENNIAL LENDING, LLC
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018
REVISION DATE:	4/5/2019
REVISION DATE:	5/31/2019
REVISION DATE:	6/27/2019, MYLAR
REVISION DATE:	-
REVISION DATE:	-
SHEET 16 OF 22	

FINAL DEVELOPMENT PLAN
CENTENNIAL LENDING HEADQUARTERS
LOT 5, BLOCK 2, DEL CAMINO JUNCTION BUSINESS PARK P.U.D.
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
SHEET 20 OF 22



LUMINAIRE TYPE 'Y' THRU 'YC' POLE BASE DETAIL



CENTENNIAL LENDING HEADQUARTERS	
PHOTOMETRIC PLAN - LUMINAIRE SCHEDULE AND CUTSHEETS	
NAME OF APPLICANT:	CENTENNIAL LENDING, LLC
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018
REVISION DATE:	4/5/2019
REVISION DATE:	5/31/2019
REVISION DATE:	6/27/2019, MYLAR
REVISION DATE:	-
REVISION DATE:	-
	SHEET 20 OF 22

FINAL DEVELOPMENT PLAN
CENTENNIAL LENDING HEADQUARTERS
 LOT 5, BLOCK 2, DEL CAMINO JUNCTION BUSINESS PARK P.U.D.
 TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
 SHEET 21 OF 22

VFLA
 VAUGHN FRYE LARSON ARCHITECTS
 ARCHITECTS • INTERIORS

Strength in design. Strength in partnership.
 Strength in community.

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 303.751.1100
 www.vfla.com

PRISTINE, COLORADO

FARRIS ENGINEERING
 CIVIL ENGINEERING
 10000 South Wadsworth Avenue, Suite 100
 Littleton, CO 80120
 303.751.1100
 www.farris-engineering.com

EG-18-012

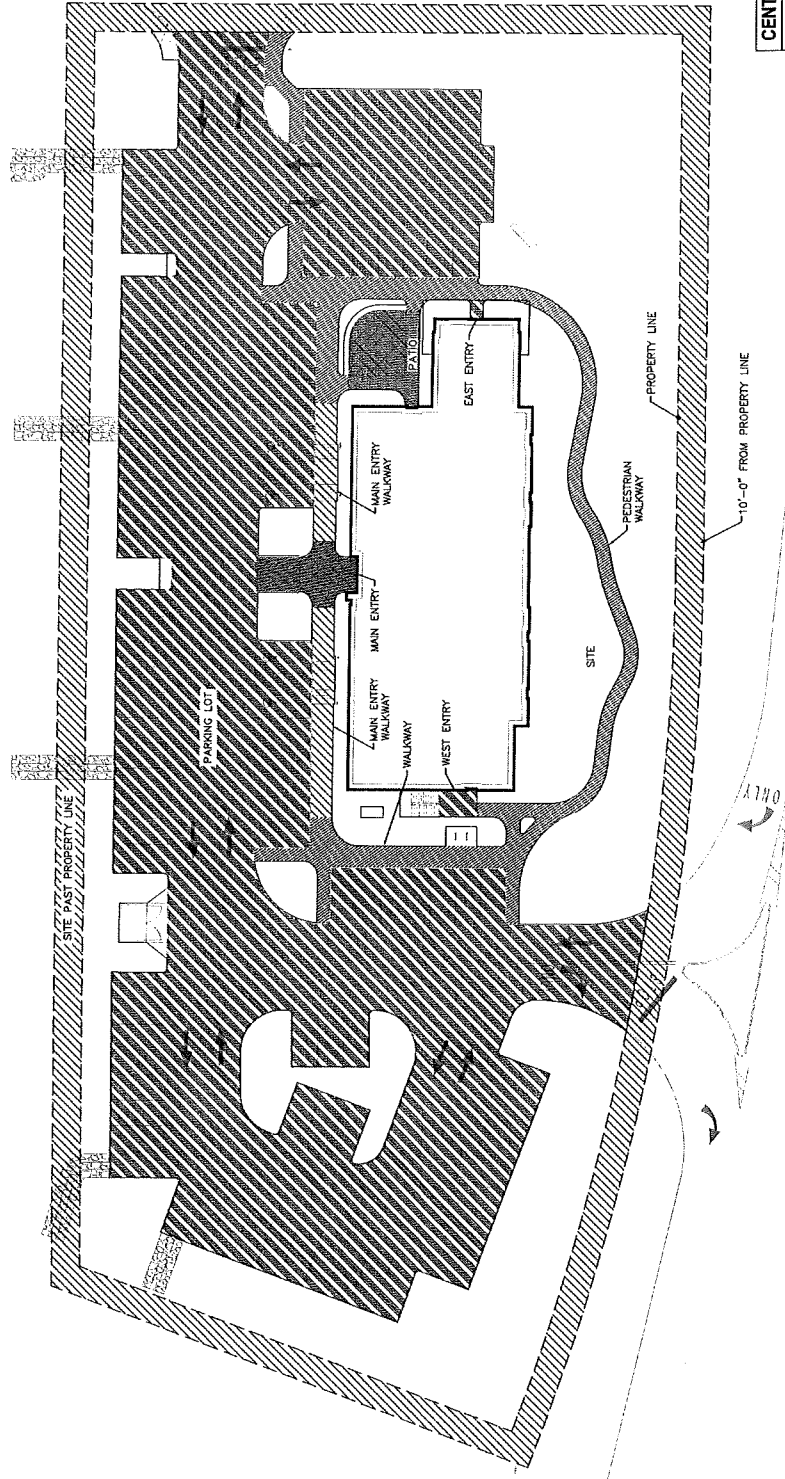
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DATE: 10/1/18

BY: [Signature]

CHECKED BY: [Signature]

SCALE: 1"=20'-0"



① PHOTOMETRIC PLAN - CALCULATION AREAS
 1"=20'-0"

CENTENNIAL LENDING HEADQUARTERS	
PHOTOMETRIC PLAN - CALCULATION AREAS	
NAME OF APPLICANT:	CENTENNIAL LENDING, LLC
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018
REVISION DATE:	4/9/2019
REVISION DATE:	5/31/2019
REVISION DATE:	6/27/2019, MYLAR
REVISION DATE:	-
REVISION DATE:	-
SHEET 21 OF 22	

FINAL DEVELOPMENT PLAN

CENTENNIAL LENDING HEADQUARTERS
LOT 5, BLOCK 2, DEL CAMINO JUNCTION BUSINESS PARK P.U.D.
TOWN OF FIRESTONE, WELD COUNTY, STATE OF COLORADO
SHEET 22 OF 22

TOP OF SIGN @ ±24'-6" ABOVE FFE

SIGN DIMENSIONS: ±18'-6" x 5'-6"

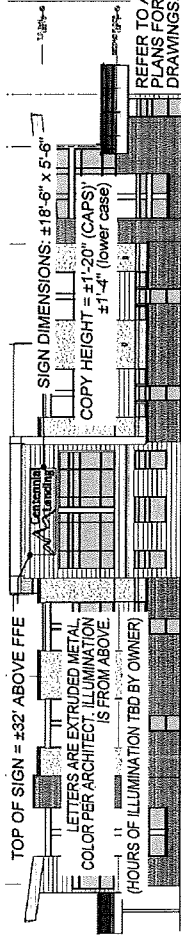
COPY HEIGHT = ±1'-20" (CAPS)
±1'-4" (lower case)

(HOURS OF SIGN ILLUMINATION
TBD BY OWNER)

LETTERS ARE GREEN, EXTRUDED,
AND INTERNALLY ILLUMINATED
PER ARCHITECT.

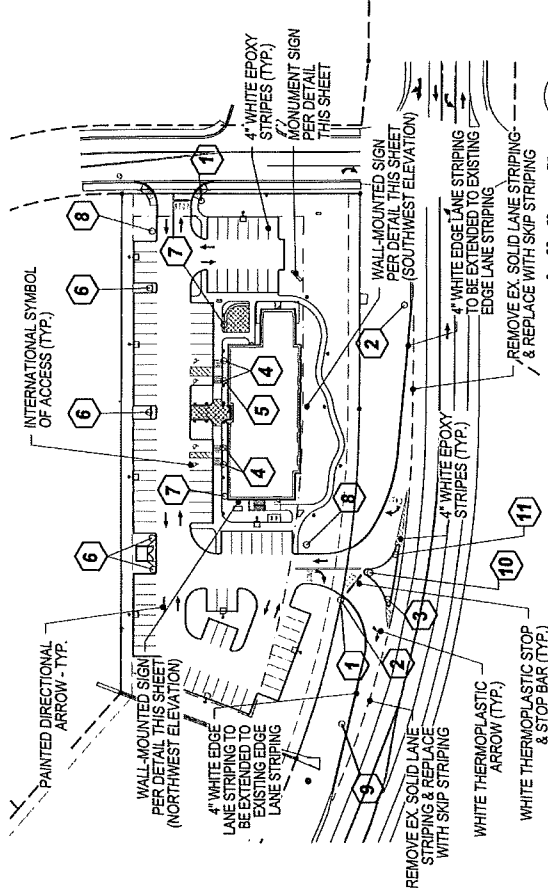
NORTHWEST ELEVATION WALL SIGN

NTS



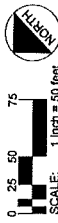
SOUTHWEST ELEVATION WALL SIGN

NTS



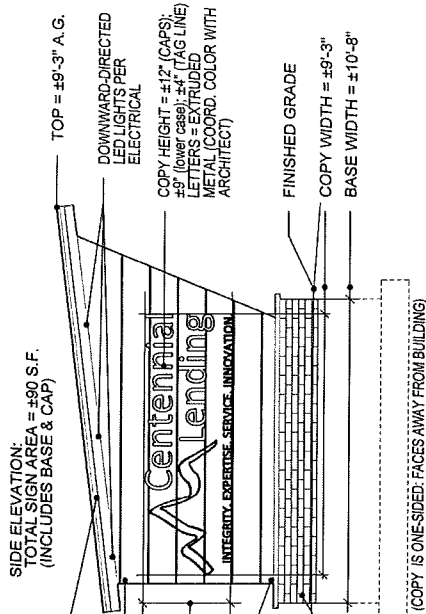
STRIPING & SIGN PLAN

SCALE: 1 inch = 50 feet



INCIDENTAL SIGN KEY

- 1 STOP
- 2 RIGHT TURN ONLY
- 3 DO NOT ENTER
- 4 ADA PARKING
- 5 VAN ACCESSIBLE
- 6 NO PARKING - FIRE LANE
- 7 CUSTOMER PARKING
- 8 PRIVATE PARKING - PARK IN DESIGNATED SPOTS ONLY
- 9 LANE ENDS - MERGE LEFT
- 10 NO LEFT TURN & DIAGONAL STRIPES
- 11 LANE SPLIT & CHEVRON STRIPES



MONUMENT SIGN ELEVATION

1/2" = 1' - 0"



CENTENNIAL LENDING HEADQUARTERS STRIPING & SIGN PLAN	
NAME OF APPLICANT:	CENTENNIAL LENDING, LLC
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN
DATE PREPARED:	12/5/2018
REVISION DATE:	4/4/2019
REVISION DATE:	5/31/2019
REVISION DATE:	6/27/2019 MYLAR
REVISION DATE:	-
SHEET 22 OF 22	-

EXHIBIT B

List of Public Improvements

*CENTENNIAL LENDING HEADQUARTERS
Town of Firestone, Colorado*

Exhibit B – Engineer's Cost Estimate for Public ROW Improvements

Business Park Circle Improvements	Quantity	Unit Price	Line Total
Saw cut / remove existing asphalt	800 SF	\$0.60 / SF	\$480
Remove existing curb & gutter	75 LF	\$8 / LF	\$600
Concrete curb & gutter	20 LF	\$25 / LF	\$500
ADA Ramps	2 Ea.	\$900 / Ea.	\$1,800
Concrete pavement	550 SF	\$6 / SF	\$3,300
Landscape (mulch)	25 SF	\$2 / SF	\$50
Landscape (turf & irrigation)	550 SF	\$2 / SF	\$1,100
Subtotal			\$7,830
I-25 Frontage Road Improvements	Quantity	Unit Price	Line Total
Grading operations	Lump Sum	\$3,500	\$3,500
Concrete driving surface	6,700 SF	\$6 / SF	\$40,200
Raised concrete median curb & gutter	140 LF	\$25 / LF	\$3,500
Raised concrete median	630 SF	\$6 / SF	\$3,780
Directional signs	3 Ea.	\$450 / Ea.	\$1,350
Pavement markings	Lump Sum	\$600	\$600
Landscape (turf & irrigation)	4,500 SF	\$2 / SF	\$9,000
Subtotal			\$61,930
Preliminary Total			\$69,760
15% Contingency			\$10,464
Total Estimate			\$80,224

EXHIBIT C

**IRREVOCABLE LETTER OF CREDIT
Required Form**

[date of Letter of Credit - the date the credit is opened]

Town of Firestone, CO
151 Grant Avenue
P.O. Box 100
Firestone, CO 80520

Attn: Town Clerk:

We hereby issue our Irrevocable Letter of Credit Number _____ in your favor for the account of _____, in an amount not to exceed _____ effective immediately and expiring at our counters on (except November 1 - March 1) or any extended expiration date as indicated below.

Funds under this Letter of Credit are available for payment by sight, by presentation of your sight draft(s) substantially in the form of Exhibit "A" accompanied by your written certificate substantially in the form of Exhibit "B".

Partial and multiple drawings are permitted.

This Letter of Credit will automatically be extended for a period of sixty (60) days from the present or any future expiration date unless we notify you in writing by certified mail thirty (30) days prior to any expiration date that we elect not to renew this Letter of Credit for any additional period.

We hereby engage with you that all drawings in conformity with terms and conditions of the Letter of Credit will be duly honored upon presentation to our counters on or before any expiration date as indicated above.

All bank charges, including any advising bank charges, are to be charged to (account party's name).

If a demand for payment by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, the bank shall give the Town written notice, and send copy of this notice by FAX to the Town of Firestone (Attn: Town Clerk) to (720) 476-4232, within three business days of presentment of any nonconforming draft that the purported negotiation was not effective in accordance with the terms and conditions of the Letter of Credit, stating with particularity the reasons therefore. The bank will hold all documents at the bank for the Town, or

send them to the Town, at the Town's option. Any such nonconforming demand may be corrected and resubmitted within three (3) business days of receipt of the bank's mailed notice of nonconformity. A resubmittal will be deemed to have been presented to the bank on the date of the original demand for payment.

We are a current member of (FDIC) (FSLIC).

This credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 revision, ICC publication number 600.

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which the Irrevocable Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Sincerely,

(Bank)

EXHIBIT A TO LETTER OF CREDIT
DRAFT FOR PAYMENT DRAWN UNDER

IRREVOCABLE LETTER OF CREDIT NO. _____

DATE: _____, 200__.

PAY TO: The account of the Town of Firestone, Colorado, Account

No. _____, at _____,

Colorado, THE SUM OF _____ DOLLARS

(\$ _____).

TOWN OF FIRESTONE, COLORADO

By: _____
Town Clerk

EXHIBIT B TO LETTER OF CREDIT

To: _____

CERTIFICATE FOR PAYMENT

The undersigned, a duly appointed officer of the Town of Firestone, Colorado (the "Town"), hereby certifies to _____ (the "Bank"), with reference to the Bank's Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), issued by the Bank in favor of the Town, that:

- (1) The undersigned is the Town Clerk for the Town.
- (2) The Town is authorized to make a drawing under the Letter of Credit.
- (3) The amount which is due and payable from the Letter of Credit is \$_____, and the amount of the sight draft accompanying this certificate does not exceed such amount.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate as of the _____ day of _____, 200__.

TOWN OF FIRESTONE, COLORADO

By: _____
Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c.

Consent Agenda

Meeting Date: August 14, 2019

Initiated By: Marty Ostholtz

Dept: Planning & Development

AGENDA TITLE

Resolution 19-71: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A RECREATIONAL EASEMENT AND MAINTENANCE AGREEMENT WITH ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1 PERTAINING TO A PIER AND DOCK TO BE INSTALLED UPON LANDS OWNED BY THE TOWN OF FIRESTONE, COLORADO

SUMMARY

Staff has prepared a resolution for consideration by the Board of Trustees to enter into a Recreational Easement and Maintenance Agreement between the Town of Firestone and St. Vrain Lakes Metropolitan District No. 1.

The Recreational Easement and Maintenance Agreement is required for the metropolitan district to access and maintain the pier and dock within Peninsula Park, a Town owned property. The location of the pier and dock within Peninsula Park is highlighted in red on Attachment 2.

HISTORY AND PREVIOUS BOARD ACTION

The Town of Firestone accepted ownership of Peninsula Park (legally described as Tract B, Barefoot Lakes Regional Park Filing No. 1) on March 15, 2019.

The Town of Firestone previously approved the Barefoot Lakes Regional Park Filing No. 1 Final Development Plan (FDP) on September 27, 2017. The FDP indicates that "there will be a dock to facilitate canoe and paddleboard access to the water" and includes detailed construction plans for the installation of the dock and pier.

RECOMMENDATION

Staff recommends that the Board of Trustees approve the attached resolution authorizing the Mayor to sign the Recreational Easement and Maintenance Agreement between the Town of Firestone and St. Vrain Lakes Metropolitan District No. 1.

ALTERNATIVES

ATTACHMENTS

1. 5c - Reso 19-71 St Vrain Lakes Metro Dist Rec Easement (Pier and Dock) 1
2. BAREFOOT LAKES REGIONAL PARK F1-FDP (SHEET 5-PENINSULA PARK)

FINANCIAL CONSIDERATIONS

RESOLUTION 19-71

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A RECREATIONAL EASEMENT AND MAINTENANCE AGREEMENT WITH ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1 PERTAINING TO A PIER AND DOCK TO BE INSTALLED UPON LANDS OWNED BY THE TOWN OF FIRESTONE, COLORADO

WHEREAS, the Town of Firestone (the “Town”) owns that property known as Peninsula Park, more particularly described as Tract B, Barefoot Lakes Regional Park Filing No. 1 (the “Park”), and the St. Vrain Lakes Metropolitan District No. 1 (the “District”) owns adjacent property on which are located lakes, as more particularly described as Tract A, Barefoot Lakes Regional Park Filing No. 1 (the “Lake Premises”); and

WHEREAS, the Final Development Plan for the Park calls for the installation of a pier, gangway and dock as depicted on **Exhibit A** (the “Pier and Dock”), and the Subdivision Agreement among the Town, District and Barefoot LLC (“Barefoot”), dated February 12, 2018, requires certain responsibilities of Barefoot and the District relating to the construction, maintenance and operation of the Pier and Dock facilities and for the provision of recreation services using the Pier and Dock; and

WHEREAS, Barefoot desires to construct and the District desires to own, maintain and operate the Pier and Dock and, upon completion and acceptance, Barefoot would dedicate the ownership of the Pier and Dock to the District; and

WHEREAS, the Town desires to grant the District the necessary property rights in the Park to allow for the operation, maintenance and repair of the Pier and Dock, pursuant to certain terms and conditions as set forth in a Recreational Easement and Maintenance Agreement, attached hereto as **Exhibit B**.

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

Section 1. The Board of Trustees of the Town of Firestone authorizes the grant of a permanent, non-exclusive easement to St. Vrain Lakes Metropolitan District No. 1 to use the property described in Exhibit A for the ongoing operation, maintenance and repair of a pier, gangway and dock, along with any equipment and facilities associated with the recreational use of the pier and dock, for use by the public solely and exclusively for public recreational uses.

Section 2. The Recreational Easement and Maintenance Agreement between the Town of Firestone and St. Vrain Lakes Metropolitan District No. 1, is approved in substantially the form as attached hereto as Exhibit B, and the Mayor is authorized to execute the agreement on behalf of the Town of Firestone.

INTRODUCED, READ AND ADOPTED this 14th day of August, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

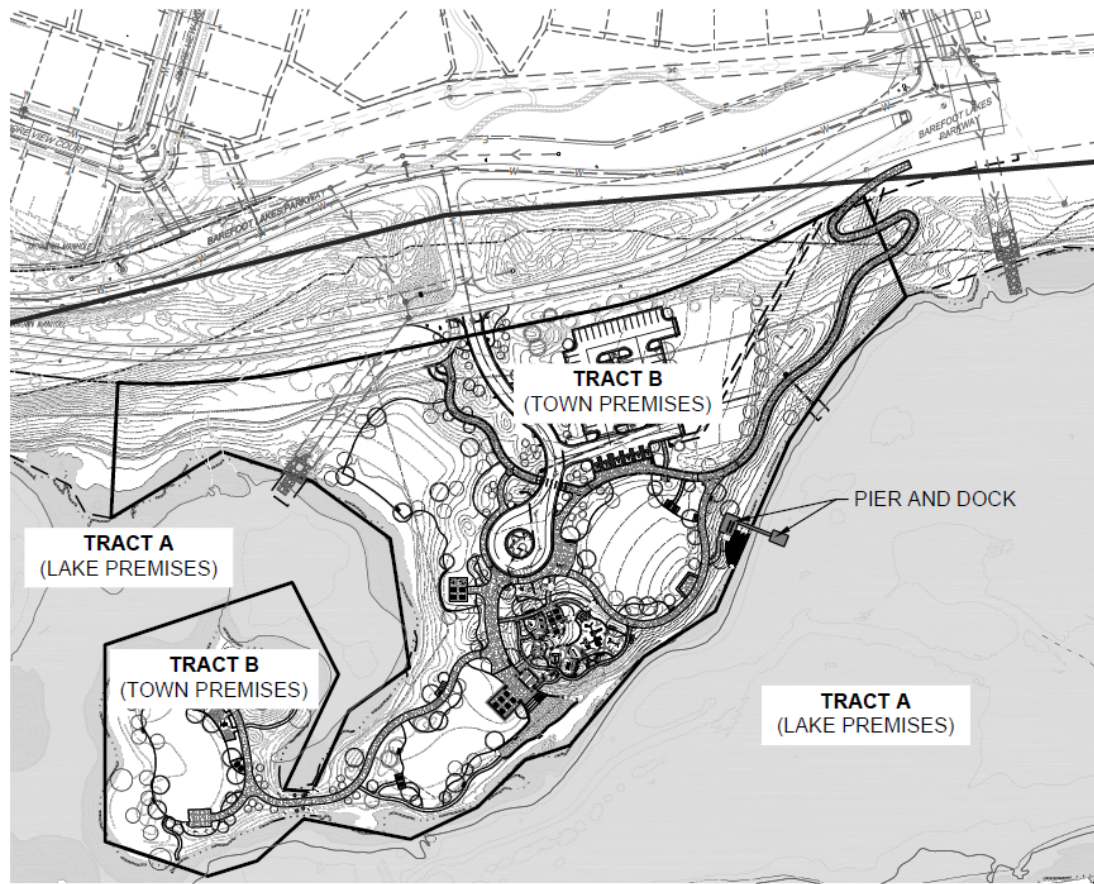
ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Exhibit A



SCALE: 1" = 200'



EXHIBIT A

BAREFOOT LAKES REGIONAL PARK FILING NO. 1

DATE 09.10.2018

PROJ. NO. 08001.D04

SHEET

1

Exhibit B

RECREATIONAL EASEMENT AND MAINTENANCE AGREEMENT
(Barefoot Lakes Regional Park Pier and Dock)

THIS RECREATIONAL EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into effective the ____ day of _____, 2019, by and between the **TOWN OF FIRESTONE, COLORADO** (“Grantor”), and **ST. VRain LAKES METROPOLITAN DISTRICT NO. 1** (“District” or “Grantee”), a quasi-municipal corporation and political subdivision of the State of Colorado.

WHEREAS, the Town owns that property known as Peninsula Park, more particularly described as Tract B, Barefoot Lakes Regional Park Filing No. 1 (the “**Park**”) and the District owns adjacent property on which are located lakes and more particularly described as Tract A, Barefoot Lakes Regional Park No. 1 (the “**Lake Premises**”). Both the Park and the Lake Premises are depicted on **Exhibit A**, attached hereto; and

WHEREAS, the Park is approved for development pursuant to the Subdivision Agreement among the Town, District and Barefoot LLC (“Barefoot”) dated February 12, 2018 and recorded at Reception No. 4375617 in the real estate records of Weld County, Colorado (the “**Subdivision Agreement**”); and

WHEREAS, Barefoot has completed the development of the public improvements in the Park, as required under the Subdivision Agreement, and was issued a conditional acceptance letter by the Town on February 9, 2019; and

WHEREAS, the Final Development Plan for the Park also calls for the installation of a pier, gangway and dock as depicted on **Exhibit A** (the “**Pier and Dock**”) and the Subdivision Agreement requires certain responsibilities of Barefoot (Developer) and the District relating to the construction, maintenance and operation of the Pier and Dock facilities and for the provision of recreation services using the Pier and Dock; and

WHEREAS, Barefoot desires to construct and the District desires to own, maintain and operate the Pier and Dock and, upon completion and acceptance, Barefoot would dedicate the ownership of the Pier and Dock to the District; and

WHEREAS, the Town desires to grant the District the necessary property rights in the Park to allow for the construction, maintenance and operation of the Pier and Dock as further provided herein and to set forth certain rights and responsibilities with respect to the District’s maintenance of the Pier and Dock.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1. **Grantor’s Property.** Grantor is the owner of that certain parcel of real property located in the Town of Firestone, Weld County, Colorado, which is legally described as Tract B, Barefoot Lakes Regional Park Filing No. 1 (the “Property”).

2. Grant of Easement. For and in consideration of the covenants and agreements set forth herein, the receipt and adequacy of which Grantor acknowledges, Grantor hereby grants and conveys to the Grantee a permanent, non-exclusive easement (the "Easement") on, over, under and across that portion of the Property depicted and described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Easement Area"), subject to the conditions and restrictions set forth below.

3. Purposes and Uses of Easement. Grantee may use the Easement: (a) to access, operate, maintain, replace, reconstruct, inspect and remove at any time and from time to time the Pier and Dock, along with any equipment and facilities associated with the Pier and Dock such as storage racks or sheds or other items relating to the recreational use of the Pier and Dock (these items, together with the Pier and Dock, are collectively referred to herein as, the "**Improvements**") upon, across, over, through and within the Easement Area for use by the public solely and exclusively for public recreational uses permitted by the Town; and (b) for use by Grantee's agents, contractors and employees as reasonably necessary to operate, manage or maintain the Improvements and to carry out Grantee's obligations under this Agreement.

4. Restrictions on Grant of Easement. Grantee shall not have the right to construct, erect, install, place, locate, use, operate, maintain, or replace any structures, equipment, facilities or improvements upon, across, over, through and within the Easement Area, other than the Improvements permitted under this Agreement. Additionally, Grantee shall not have the right to enlarge, expand, or add to the Pier and Dock or the Improvements without the prior written consent of the Town, which shall not be unreasonably withheld.

5. Access. Additionally, Grantor grants and conveys to Grantee a permanent right of ingress to and egress to and from the Easement Area upon, over, in and across the Property, as described more fully on **Exhibit A**, attached hereto and made a part of this Agreement (the "Access Area"). Grantee shall only use the existing roads for ingress and egress to the Easement Area.

6. Grantor's Rights in Easement Area. Grantor reserves all other rights in and to the Easement Area, including the right to use the Easement Area for any purposes whatsoever, which will not impair, endanger, or unreasonably interfere with the Improvements or with Grantee's full use and enjoyment of the rights hereby granted.

7. Relocation of Improvements. If, for any reason, the Improvements conflict with, impede, restrict or limit in any manner whatsoever the Town's use of the Easement Area such that the Improvements must be relocated outside of the Easement Area, the Parties shall:

(a) Work together to execute any easements or amendments to this Agreement that are necessary for the relocated Improvements, and to release any portions of the Property from the Easement that are no longer needed; and

(b) Develop and implement a comprehensive relocation plan. The plans for any relocation will be subject to the Town's prior written approval, and the relocation will be subject to the Town's oversight.

8. Maintenance and Operation of the Improvements. By accepting and using the Easement, Grantee agrees:

(a) Grantee will maintain, operate, repair, replace and control the Improvements, including without limitation signage, lighting and landscaping, at Grantee's sole cost, as necessary to keep the Improvements in good and safe condition at all times. Without limiting the meaning of the preceding sentence, Grantee will be responsible for repairing or replacing the surface of the Pier and Dock as necessary, and for keeping all Improvements clear of debris and other obstructions. Grantee will have the right to remove any objects interfering with the use and safe operation of the Improvements.

(b) Grantee shall perform summer maintenance of the Improvements, as needed to maintain the Improvements in a safe and usable manner during the non-winter months ("Summer Maintenance").

(c) Summer maintenance will be determined and scheduled by Grantee.

(d) The Pier and Dock will be closed to public access in the winter.

(e) Grantee will be responsible for enforcing any rules and regulations applicable to the use of the Improvements as adopted by Grantee and in accordance with any applicable ordinances of the Town.

(f) Grantee may contract with other public or private entities to provide these services for all or part of each year.

9. Damage and Restoration. Grantee shall be responsible for all damage to the Easement Area, Access Area or the Property, including any installations, structures, utilities or improvements located on, under or within the Property, arising out of or resulting from the Improvements, or its use of the Improvements or Easement granted herein. Upon completing any work or activities in the Easement Area, Grantee, at its sole expense, shall restore the surface of the Easement Area to the conditions that existed immediately prior to the commencement of any of Grantee's activities permitted hereunder.

10. Compliance with Laws. Grantee shall comply at all times with the resolutions, ordinances, rules, and regulations of the Town in connection with Grantee's use of the Easement, the Easement Area, the Access Area, and the Improvements.

11. Abandonment; Termination. Upon Grantee's permanent cessation of its use or operation of the Improvements or its full use and enjoyment of the Easement Area pursuant to the rights granted herein, this Agreement shall automatically terminate.

12. Limitation of Grantor's Liability. Because the Improvements will be used for recreational purposes, as that term is defined by C.R.S. § 33-41-102(5), Grantor is entitled to any and all protections provided under C.R.S. § 33-41-103 and other.

13. Indemnification. To the extent permitted by law and subject to the provisions of Section 23 below, Grantee shall indemnify, defend and hold harmless the Town and its officers, agents, and employees from and against all liability, claims, damages, losses, and expenses, including but not limited to, attorney fees arising out of, resulting from, or in any way connected with: (i) the existence of the Improvements; (ii) Grantee's use, maintenance, control, or operation of the Improvements; (iii) Grantee's use of the Easement Area; or (iv) the rights and obligations of Grantee hereunder.

14. Loss of Use. Grantee's loss of use of the Improvements arising out of or relating to the relocation of the Improvements shall not entitle Grantee to any compensation from the Town for damages or loss, in any manner whatsoever, and Grantee hereby waives any and all claims which Grantee may or might hereafter have or acquire against the Town for loss or damage arising from the relocation of the Improvements.

15. Insurance. Grantee shall procure and maintain or self-insure, at its own cost, a policy or policies of insurance sufficient to insure against, claims, demands, and other obligations assumed by Grantee pursuant to this Agreement. Grantee shall cause all of its contractors to procure and maintain, the minimum insurance coverages listed below. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by Grantee's contractor, as applicable, to maintain such continuous coverage. All insurance will be underwritten by a company licensed or authorized to conduct business in the State of Colorado. Any insurance carried by the Town, its officers, its employees or its contracts shall be excess and non-contributory insurance to that provided by Grantee or its contractors. Prior to the commencement of any activities in the Easement Area by Grantee or its contractors, and annually on or before December 31 of each year this Agreement is in effect, Grantee shall provide, or cause its contractors to provide, a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Within 30 days' receipt of notice from an insurer of any contractor, Grantee shall provide the Town with written notice of cancellation or modification of any such policies.

(a) Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

(b) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Firestone, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Firestone, its officers and its employees, and shall contain a severability of interests provision. Coverage shall include independent contractor's protection, premises-operations, products, completed operations and contractual liability with respect to the liability assumed by Licensee hereunder.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and NINE HUNDRED NINETY THOUSAND DOLLARS (\$990,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Grantee's owned vehicles assigned to or used in connection

with Grantee's rights or obligations of this Agreement.

16. Binding Effect - Runs With Land. This Agreement shall constitute covenants running with the land and shall extend to and be binding upon the successors and assigns of the respective Parties hereto.

17. Assignment. Grantee may not assign, in whole or part, the right to use and all obligations associated with the Easement without the prior written consent of the Town.

18. Notices. Any notices or communication required or permitted hereunder shall be given in writing and shall be sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:

Town of Firestone
Town Clerk
P.O. Box 100
Firestone, CO 80520

District:

St. Vrain Lakes Metropolitan
District No. 1
6465 Greenwood Place Blvd., #700
Centennial, CO 80111

with a copy to:

White Bear Ankele Tanaka & Waldron, P.C.
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

or to such other address as hereafter designated in writing by the applicable parties. Notices shall be effective upon mailing.

19. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date, and this Agreement supersedes all previous and contemporaneous communications, negotiations, representations, or agreements, either verbal or written. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified or amended, except by a writing executed by both Parties.

20. Waiver. Waiver by a party of any breach of any term or provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

21. Governing Law; Attorney's Fees. This Agreement shall be governed by the laws of the state of Colorado and venue shall be in the Weld County District Court. In the event of any dispute or

litigation arising under the terms of this License, the prevailing party shall be entitled, in addition to other damages or costs, to receive from the other party court costs and reasonable attorney fees.

22. Severability. If any part, term or provision of this Agreement shall be held unenforceable or invalid, such part, term or provision shall be severable and deemed ineffective to the extent of such invalidity or prohibition without invalidating the remainder of this Agreement.

23. Governmental Immunity. The City and its officers, attorneys and employees and the Grantee and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the parties and their respective officers, attorneys or employees.

24. Authority. Grantor and Grantee each represent to the other that it has the power and authority to execute and deliver this Agreement and to perform its respective obligations under this Agreement. Grantor and Grantee each represent to the other that the person or persons signing for it has been duly authorized by such party to do so.

25. Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

TOWN OF FIRESTONE

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

DISTRICT

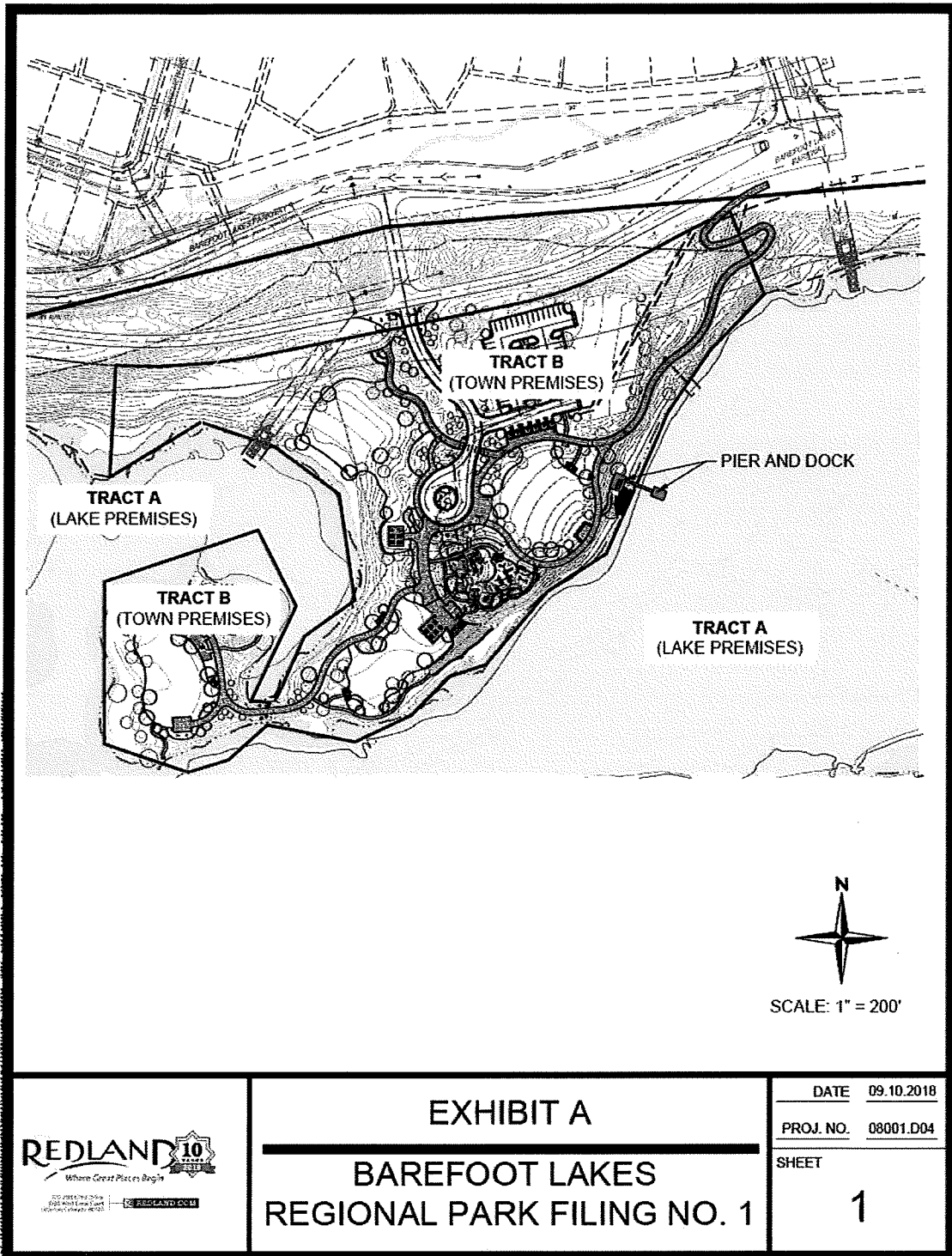
ST. VRAIN LAKES METROPOLITAN
DISTRICT NO. 1

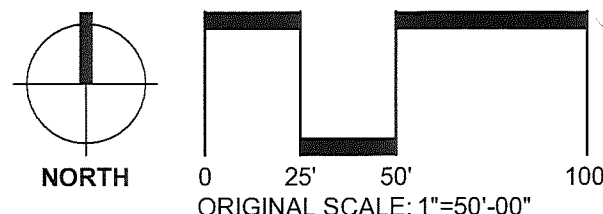
By: Shannon Robbins
Name: SHANNON ROBBINS
Title: PRESIDENT

ATTEST:

Delo

EXHIBIT A





4375618 Pages: 5 of 45
02/15/2018 12:25 PM R Fee: \$453.00
Early Issues: City and Recorder: Weld County, CO
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Final Development Plan
Barefoot Lakes
Regional Park Filing No. 1
SITE PLAN - OVERALL PENINSULA
Town of Firestone
Weld County
State of Colorado
Sheet 5 of 45

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FINAL DEVELOPMENT PLAN
BAREFOOT LAKES
REGIONAL PARK FILING NO. 1
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO

DW PROJECT NUMBER: 5311

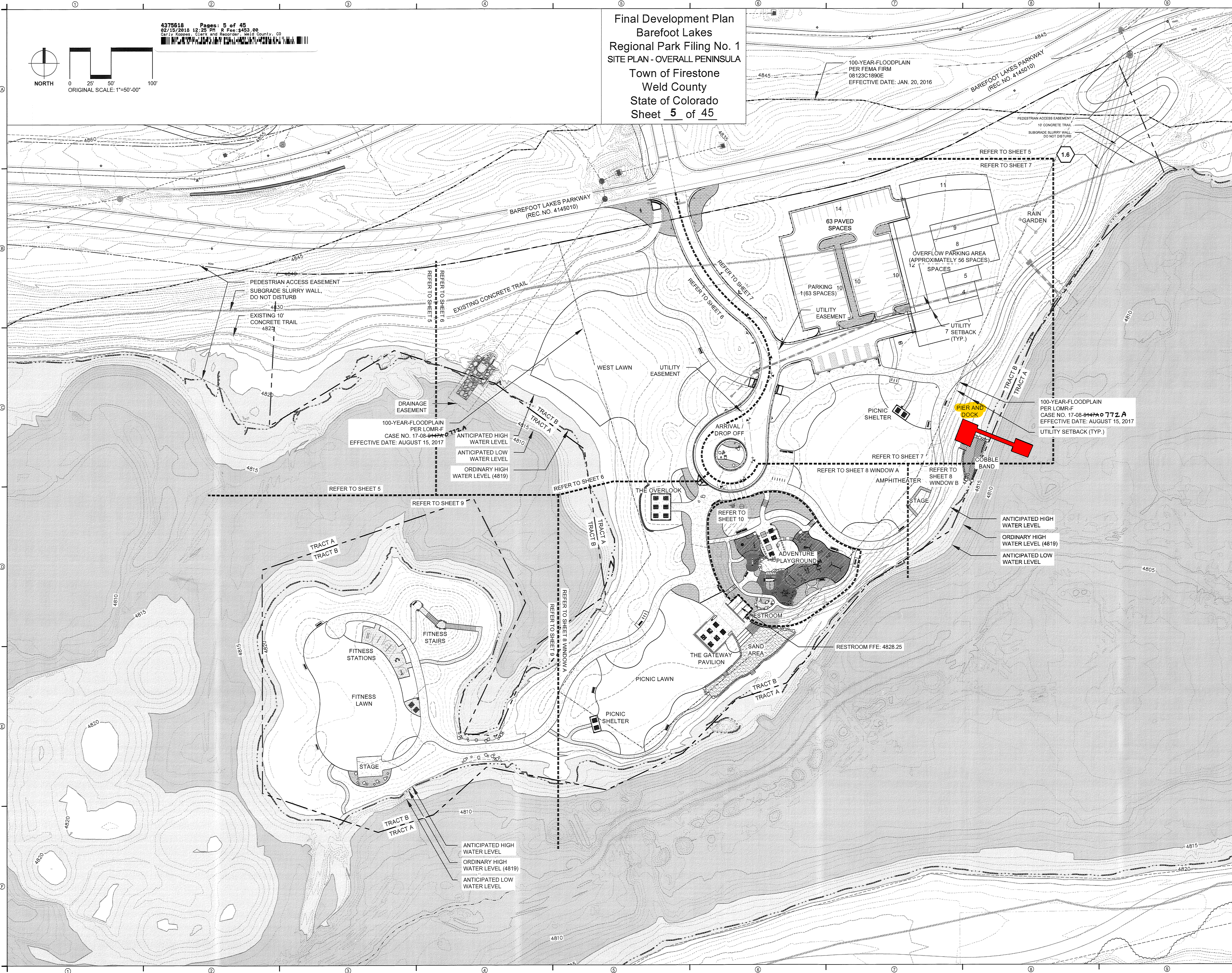
FIRESTONE
INFORMATION BLOCK

BAREFOOT LAKES

SITE PLAN -
OVERALL
PENINSULA

Name of application:	BAREFOOT LAKES REGIONAL PARK FILING NO. 1
Type:	FDP
Filing #:	1
1st Submittal:	9.29.2016
Revision 1:	2.17.2017
Revision 2:	5.19.2017
Revision 3:	9.11.2017
Revision 4:	10.13.2017
Revision 5:	12.6.2017
Sheet	<u>5</u> of <u>45</u>

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AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d.

Consent Agenda

Meeting Date: August 14, 2019

Initiated By: Marty Ostholt

Dept: Planning & Development

AGENDA TITLE

Resolution 19-72: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A TEMPORARY CONSTRUCTION EASEMENT WITH BAREFOOT LLC PERTAINING TO A PIER AND DOCK TO BE INSTALLED UPON LANDS OWNED BY THE TOWN OF FIRESTONE, COLORADO

SUMMARY

Staff has prepared a resolution for consideration by the Board of Trustees to enter into a Temporary Construction Easement between the Town and Barefoot, LLC.

The Temporary Construction Easement is required to allow Barefoot LLC to install a pier and dock within Peninsula Park, a Town owned property. The location of the pier and dock within Peninsula Park is highlighted in red on Attachment 2.

HISTORY AND PREVIOUS BOARD ACTION

The Town of Firestone accepted ownership of Peninsula Park (legally described as Tract B, Barefoot Lakes Regional Park Filing No. 1) on March 15, 2019.

The Town of Firestone previously approved the Barefoot Lakes Regional Park Filing No. 1 Final Development Plan (FDP) on September 27, 2017. The FDP indicates that "there will be a dock to facilitate canoe and paddleboard access to the water" and includes detailed construction plans for the installation of the dock and pier.

RECOMMENDATION

Staff recommends that the Board of Trustees approve the attached resolution authorizing the Mayor to sign the Temporary Construction Easement between the Town of Firestone and Barefoot, LLC.

ALTERNATIVES

ATTACHMENTS

1. 5d - Reso 19-72 Barefoot LLC TCE (Pier and Dock)
2. BAREFOOT LAKES REGIONAL PARK F1-FDP (SHEET 5-PENINSULA PARK)

FINANCIAL CONSIDERATIONS

RESOLUTION 19-72

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING A TEMPORARY CONSTRUCTION EASEMENT WITH BAREFOOT LLC PERTAINING TO A PIER AND DOCK TO BE INSTALLED UPON LANDS OWNED BY THE TOWN OF FIRESTONE, COLORADO

WHEREAS, pursuant to that certain Subdivision Agreement among the Town of Firestone (the “Town”), St. Vrain Lakes Metropolitan District No. 1 (the “District”) and Barefoot LLC (“Barefoot”), as well as a Final Development Plan for Peninsula Park, which is Town-owned property, Barefoot plans to construct and install a pier, gangway and dock and related facilities (“Pier and Dock”) for the eventual provision of recreational services using the Pier and Dock by the District to the public for property owned by the District, on which are located lakes, which is adjacent to Peninsula Park; and

WHEREAS, upon completion of the Pier and Dock, Barefoot desires to dedicate the ownership of the Pier and Dock to the District; and

WHEREAS, to construct the desired Pier and Dock would require the use of certain land owned by the Town of Firestone (the “Town”), and would traverse across such land as more fully described and depicted in **Exhibit A**; and

WHEREAS, Barefoot desires to obtain the necessary property interests from the Town that would allow for the construction and installation of the Pier and Dock by Barefoot; and

WHEREAS, the Town desires to grant a temporary, non-exclusive construction easement that would allow use of Town property, pursuant to certain terms and conditions as set forth in a Temporary Construction Easement Agreement, attached hereto as **Exhibit B**.

NOW, THEREFORE, BE IT RESOLVED BY THE FIRESTONE FINANCE AUTHORITY OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Board of Trustees of the Town of Firestone authorizes the grant of a temporary, non-exclusive construction easement to Barefoot LLC to use the property described in Exhibit A for the construction and installation of a pier, gangway and dock, including any related equipment and facilities.

Section 2. The Temporary Construction Easement Agreement between the Town of Firestone and Barefoot LLC is approved in substantially the form as attached hereto as Exhibit B, and the Mayor is authorized to execute the agreement on behalf of the Town of Firestone.

INTRODUCED, READ AND ADOPTED this 14th day of August, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Exhibit A

TRACT B, BAREFOOT LAKES REGIONAL PARK FILING NO. 1, TOWN OF FIRESTONE,
COUNTY OF WELD, STATE OF COLORADO

Exhibit B

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made as of this ____ day of _____, 201__, ("Effective Date") by and between the Town of Firestone, a Colorado statutory town ("Grantor"), and Barefoot LLC, a Colorado limited liability company f/k/a Carma Bayshore LLC, a Colorado limited liability company ("Grantee"). Grantor and Grantee may be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- A. Grantor owns that property known as Peninsula Park, which is legally described as Tract B, Barefoot Lakes Regional Park Filing No. 1 (the "Property").
- B. Grantee intends to construct and install a pier, gangway and dock (the "Pier and Dock") on a portion of the Property pursuant to a final development plan (the "Project") and therefore desires a temporary construction easement over, across, through and under a portion of the Property for the purpose of access and the installation of the Pier and Dock.
- C. Grantor desires to grant Grantee a temporary construction easement in the Park to allow for the construction of the Pier and Dock as further provided herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The above recitals are true and correct and incorporated herein.

2. **GRANT OF EASEMENT.** Grantor does hereby grant and convey to the Grantee a temporary, nonexclusive construction easement (the "TCE"), upon, over, across, under and through that portion of the Property, as described and depicted on Exhibit A, attached hereto and made a part of this Agreement (the "TCE Area"), subject to the conditions and restrictions set forth below.

3. **PURPOSES AND USES OF EASEMENT.** Grantee may use the TCE Area for the purpose of conducting any and all construction activities within the Easement Area, including but not limited to storage and staging of materials, vehicles, and equipment and construction of temporary facilities, as may be reasonably necessary or appropriate in connection with the development and construction of the Project. Grantee may also use the TCE Area for the purpose of repairing or replacing any improvements installed in the TCE Area as part of the Project (collectively the "**Easement Activities**"). Grantee shall have reasonable ingress and egress over the surface of the TCE Area for the purposes of conducting the Easement Activities, and otherwise for the use and enjoyment of the TCE as contemplated herein and the performance of Grantee's obligations and duties hereunder.

4. **TERM.** The term of this TCE shall commence upon the date Grantor receives written notice from Grantee that Grantee has received, or intends to receive, possession and use

of the TCE Area (the “Commencement Date”), and shall terminate on the date the Town of Firestone issues a written notice or certificate of acceptance for the Project. The Term may be extended only by the mutual written agreement of the Parties. At the end of the Term and any extensions thereto, all rights granted under this Agreement are released and the TCE Area shall be considered free and clear of this TCE.

5. **RESTORATION**. Upon completion of the Project, Grantee will make such repairs or take such other action as may be necessary to restore the TCE Area as nearly as reasonably practicable to its condition immediately prior to the performance of any Easement Activities, at the expense of the Grantee. Grantee will be responsible for all costs to repair damage to the TCE Area caused by Grantee in the exercise of rights granted pursuant to this Agreement.

6. **INDEMNIFICATION**. To the greatest extent permitted by law, Grantee expressly agrees to, and shall, indemnify, defend and hold harmless the Grantor from any and all claims, damages, liability, or court awards, including costs and attorneys’ fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone in connection with or arising from Grantee’s use of the TCE Area pursuant to this Agreement. The indemnity provisions set forth in this paragraph shall survive any termination of this Agreement.

7. **INSURANCE**. During the term of this TCE, Grantee shall procure and maintain at all times, and shall cause all of its contractors to procure and maintain at all times, commercial general liability insurance with broad form commercial general liability coverage or its equivalent covering claims for personal injury, bodily injury and property damage occurring in conjunction with the use of the TCE (including contractual liability covering obligations created by this Easement Agreement including, but not limited to, those indemnity obligations contained herein) of not less than \$1,000,000 for each occurrence combined single limit for personal injury, bodily injury or property damage. In addition, Grantee or its contractors shall procure and maintain at all times Workers’ Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Insurance policies required by this Paragraph shall be purchased from insurance companies licensed in the State of Colorado. The Grantee shall cause Grantor to be named as an additional insured on such policies of insurance and shall provide a certificate of insurance to Grantor. Any insurance carried by the Grantor, its officers, its employees or its contracts shall be excess and non-contributory insurance to that provided by Grantee or its contractors. Within 30 days’ receipt of notice from an insurer of any contractor, Grantee shall provide the Grantor with written notice of cancellation or modification of any such policies

8. **USE OF EASEMENT BY GRANTOR**. Grantor reserves the right to use the TCE Area for any and all purposes that will not interfere with Grantee’s full enjoyment of the rights hereby granted.

9. **GENERAL PROVISIONS**.

a. **Easement to Run with Land/Recordation**. This TCE and all other covenants, agreements, rights and obligations created hereby, shall run with the Property, and

shall be binding on and inure to the benefit of all the parties hereto and their successors and assigns, for the Term of the TCE as set forth in paragraph 3 above.

b. Assignment. Grantee may, without the prior written consent of the Grantor, assign, in whole or in part, the right to use and all obligations associated with the TCE as are granted to and accepted by Grantee under this Agreement to the St. Vrain Lakes Metropolitan District No. 1. Any other assignment of Agreement, in whole or in part, shall require the prior written consent of the Grantor.

c. Severability. Invalidation of any of the provisions contained in this TCE, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect.

d. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one (1) and the same instrument.

e. Amendment. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only by written instrument duly executed by both parties.

f. Governing Law. The terms and provisions of this Agreement, and the interpretation and enforcement thereof, shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie in the District Court for the County of Weld.

g. Waiver/Amendment/Entire Agreement. No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Agreement, together with the Exhibits attached hereto, contains the entire agreement of the Parties hereto with respect to the subject matter hereof and no prior written or oral agreement shall have any force or effect or be binding upon the Parties hereto.

h. Mechanic's Liens. In no event shall the Grantee allow any mechanic's or materialmen's liens to attach against the Property for materials supplied or work performed at the request of, or for the benefit of, the Grantee.

i. Time is of the Essence. Time is of the essence in this Easement Agreement.

j. Compliance with Laws. The Grantee shall comply with all federal, state, county, and local statutes, ordinances, rules, regulations, and orders in connection with its use of the TCE.

k. Authority. Grantor and Grantee each represent to the other that it has the power and authority to execute and deliver this Agreement and to perform its respective

obligations under this Agreement. Grantor and Grantee each represent to the other that the person or persons signing for it has been duly authorized by such party to do so.

l. No Third-Party Beneficiaries. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, any rights to claim damages or to bring any suit, action or other proceeding against the Grantor because of any breach of this Agreement or because of any of the terms, covenants, agreement or conditions herein contained.

m. Immunity. Nothing in this Easement Agreement shall be construed as a waiver in whole or in part of any of the rights, protections, privileges, limitations on damages, or governmental immunity provided to the Town or its directors, officers, employees, servants, agents, or authorized volunteers in the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as the same currently exists or may hereafter be amended.

n. Notices. All notices, statements, demands, requirements, or other communications and documents ("Communications") required or permitted to be given, served, or delivered by or to either party or any intended recipient under this Agreement shall be in writing and shall be either delivered by hand, emailed with electronic confirmation/delivery receipt, sent by a nationally recognized overnight courier service, or prepaid certified or registered mail (airmail in the case of all international communications), return receipt requested, to the party or intended recipient at its address stated below, or to such other address as any party may from time to time have notified the other party as being its address for purposes of this Easement Agreement to the exclusion of all previously applicable addresses. Such Communications shall be deemed to have been given, served, or delivered: (a) if delivered by hand or email, upon delivery; (b) if delivered by overnight courier, on the next business day following the date of delivery to the courier; or (c) if sent by mail, four days after the date of mailing.

The addresses of the parties are as follows:

To Grantee: Barefoot LLC
6465 Greenwood Plaza Blvd., #700
Centennial, CO 80111

With a copy to: Lyons Gaddis
P.O. Box 978
Longmont, CO 80502-0978

To Grantor: Town of Firestone
Town Clerk
P.O. Box 100
Firestone, CO 80520

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF the Parties have executed the Easement Agreement as of the date first set forth above.

GRANTOR:

Town of Firestone,
a municipal corporation

By: _____
Name: _____
Title: _____

GRANTEE:

Barefoot LLC
A Colorado limited liability company

By: _____
Name: _____
Title: _____

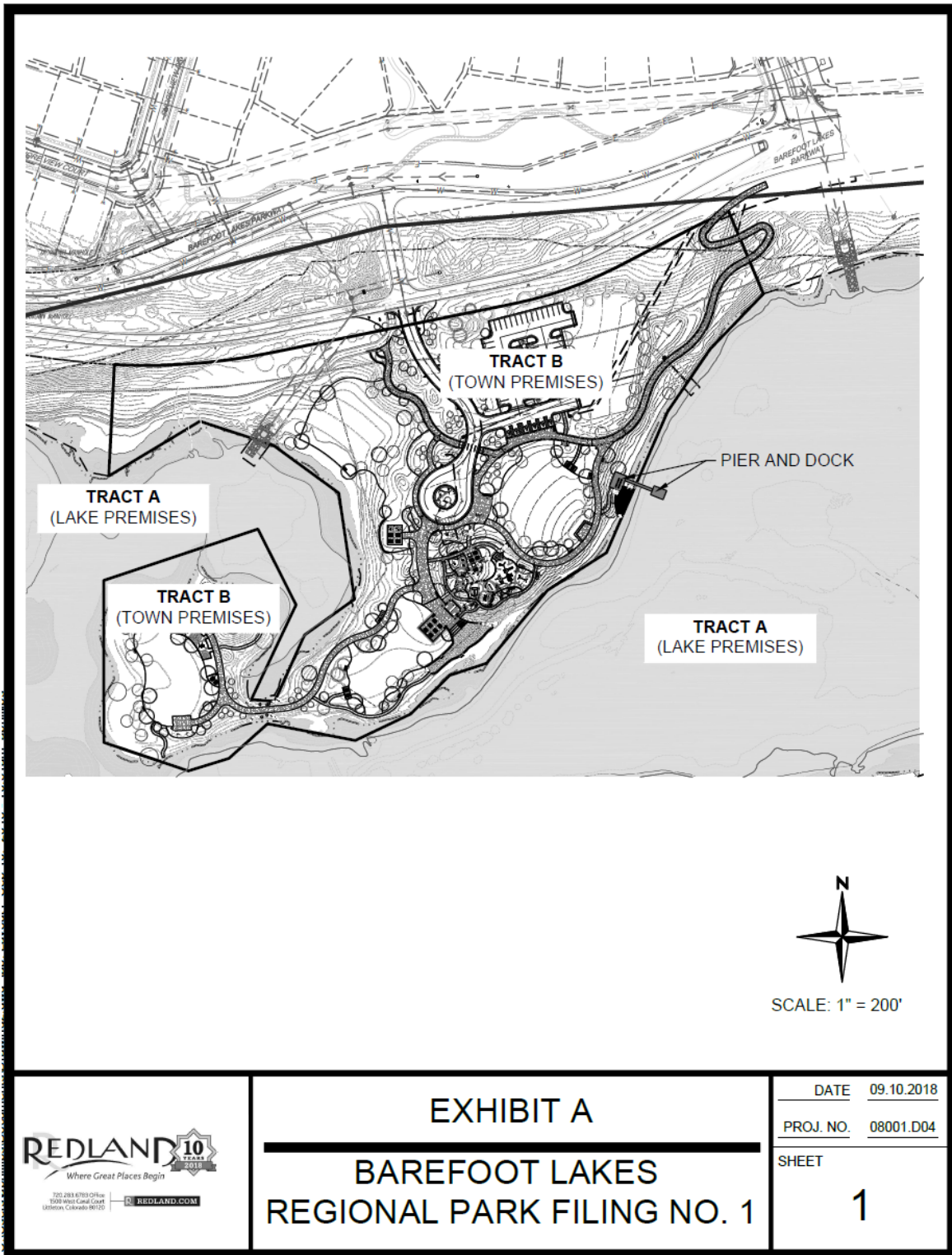
STATE OF COLORADO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__,
by _____, as Manager and authorized signatory of Barefoot LLC, a Colorado limited
liability company.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF TEMPORARY CONSTRUCTION
EASEMENTS



RESOLUTION 19-73

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT
TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND
CESARE, INC., FOR GEOTECHNICAL SERVICES (WOOSTER
AVENUE STREET REPLACEMENT)**

WHEREAS, Cesare Inc's ("Cesare") services pursuant to the Agreement are for geotechnical engineering field services for the Wooster Avenue Street Rehabilitation ("Project"); and

WHEREAS, the Town recently became aware of pavement issues on Berwick Avenue that require immediate geotechnical services which Cesare can expeditiously provide in conjunction with its Project duties.

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

The First Amendment to the Agreement between the Town of Firestone and Cesare, Inc., for Geotechnical Engineering Services (Wooster Avenue Street Replacement) 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 First Amendment.

INTRODUCED, READ AND ADOPTED this 14th day of August, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF FIRESTONE
AND CESARE, INC.
FOR GEOTECHNICAL ENGINEERING SERVICES
(WOOSTER AVENUE STREET REPLACEMENT)**

THIS FIRST AMENDMENT TO AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES is made and entered into effective as of the ____ day of _____, 2019, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation, hereinafter referred to as the ("Town"), and **CESARE, INC.**, a Colorado corporation, hereinafter referred to as the ("Consultant,") with reference to that certain Service Agreement between the Town and Consultant executed by the Town on July 24, 2019 and hereinafter referred to as the ("Original Agreement").

WHEREAS, Consultant's services under the Original Agreement are for the geotechnical engineering services for the Wooster Avenue Street Replacement ("Project"); and

WHEREAS, the Town recently became aware of pavement issues on Berwick Avenue which require geotechnical engineering services which Consultant can expeditiously provide in conjunction with its Project duties.

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

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

4.1 The Town shall pay the Consultant for services requested and rendered under this Agreement at the hourly rates plus expenses set forth in Exhibit "A;" provided, however, that the total amount payable for Services under this Agreement shall in no event exceed ~~\$9,960.00~~ \$12,160.00. For services compensated at hourly rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A as amended. 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 therefore may only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

2. Exhibit A of the Original Agreement is hereby amended by addition of the attached Supplement which is hereto made a part of this First Amendment.

3. The Original Agreement, except as amended by this First Amendment, remains in full force and effect in accordance with its terms and conditions.

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

TOWN OF FIRESTONE,

BY: _____
Bobbi Sindelar, Mayor

ATTEST: _____
Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM: _____
William P. Hayashi, Town Attorney

CONSULTANT:
CESARE, INC.
a Colorado corporation,

By:  _____ Date: August 8, 2019

Title: Principal Engineer

EXHIBIT A



July 23, 2019
Revised July 31, 2019

Ms. Lindsey Green
Colorado Civil Group, Inc.
2204 Hoffman Drive
Loveland, CO 80538

Subject: Proposed Geotechnical Study
Berwick Avenue (between Florence Avenue and Farmdale Street)
Firestone, Colorado
Proposal Agreement No. F190709

Dear Ms. Green:

Cesare, Inc. (Cesare) is pleased to submit this proposal to the Town of Firestone for a geotechnical study on a section of Berwick Avenue between Florence Avenue and Farmdale Street. The asphalt pavement has developed distress in some areas of the street. This section of residential street is approximately 500 feet in length consisting of two traffic lanes. The purpose of this investigation will be to obtain subsurface data to help evaluate the probable causes of the severe pavement distressed observed. Two test holes will be performed to provide some useful information about the existing pavement section, soil classifications, moisture contents, engineering properties of the subsoils and possible depths to water. The information obtained will allow us to offer an opinion about the primary reasons for the pavement failure and present some guidance for a suitable repair or replacement section.

Based on the existing data and our understanding of the project requirements, we propose the following scope of services:

1. Contact the Utility Notification Center of Colorado (811) to have publicly owned utilities identified and marked prior to performing any drilling or excavation in the street. The Client/Owner is responsible for having the locations of any private utilities or subterranean structures identified and clearly marked prior to Cesare initiating drilling or excavation services.
2. Drill a total of 2 borings in Berwick Avenue, both to be located adjacent to areas of distress. Borings will be drilled to depths of about 5 to 10 feet below the existing ground surface. This proposal is based on the site being accessible by a standard truck mounted, rubber tired drill rig, equipped with continuous flight, solid stem auger. In the event site access or difficult drilling requires use of a different rig or drilling equipment, additional costs will apply. This proposal assumes right of way permitting will either not be required or will be provided by the client.
3. Perform penetration resistance tests on the in-place soil/bedrock during drilling to help identify pertinent material layers and obtain samples of the materials encountered.

4. Check for the presence of groundwater in our borings during drilling and once within 3 days after drilling. Cesare will leave both of the borings open but covered with steel plate to allow for water checks.
5. Backfill all borings with cuttings/spoils obtained from the borings and/or other suitable materials upon completion of the last groundwater level check. Borings will be surface patched with cold-patch asphalt mix.
6. Conduct laboratory testing to classify and characterize the soil/bedrock materials encountered in the borings. Testing may include grain size distribution, plasticity, natural moisture content and density, swell-consolidation and R-value.
7. Present interim data verbally as the field and laboratory study progresses, if requested.
8. Evaluate the data obtained from field investigations and laboratory testing.
9. Perform data review of existing pavement for information that includes history of pavement design through construction and recent repairs.
10. Summarize the field and laboratory data and present results of our evaluation and analyses in an engineering report that will include:
 - a. A site plan showing the existing site and locations of borings;
 - b. Summary logs of the borings that show existing pavement and road base thickness, soil/bedrock types encountered, locations and types of samples obtained, results of penetration tests performed, and groundwater levels;
 - c. Laboratory test results in graphic and tabular form;
 - d. Descriptions of existing site conditions;
 - e. Opinions on source(s) of pavement distress and failures;
 - f. Repair/replacement recommendations.
 - g. Surface drainage precautions.
11. Submit the geotechnical study report in electronic format (pdf) signed by a Colorado registered professional engineer upon completion of these services. Printed copies will not be provided unless specifically requested prior to report preparation. Additional fees will apply if printed copies are requested.

Cesare will perform the proposed services on a time and materials basis for an estimated fee of \$2,200.

ADDITIONAL SERVICES

Should it become necessary to revise the scope of services from that described herein, Cesare will revise the estimates/fees provided herein accordingly and submit for written authorization prior to performing the revised scope. Consultation, engineering, and/or additional testing required or requested to be performed after submittal of our report (draft or final) will be invoiced at the hourly and/or laboratory testing rates listed in our schedule of fees.

The proposed services will require drilling through existing pavement. Cesare will repair the pavement with cold patch. If the Client/Owner requires and requests repair beyond this, Cesare will submit a separate proposal for the cost of conducting the requested repair.

SCHEDULE OF FEES ⁽¹⁾

Senior Principal	\$185/hour
Principal	\$165/hour
Senior Consultant.....	\$150/hour
Senior Project Engineer or Senior Project Geologist	\$130/hour
Senior Project Manager.....	\$130/hour
Project Engineer or Project Geologist.....	\$115/hour
Project Manager	\$115/hour
Staff Engineer or Staff Geologist	\$100/hour
Special Inspector.....	\$85/hour
Master Technician	\$78/hour
Field Engineer	\$78/hour
Senior Technician.....	\$68/hour
Technician	\$58/hour
Technical Support	\$52/hour
Computerized Drafting.....	\$78/hour
MIT-SCAN2 (Dowel and Tie Bar) Scanning	Quoted upon request
Foundation Construction Observations (Excavation/Open Hole, Footing, Reinforcing Steel, Perimeter Drain, Void, Dampproofing, Waterproofing).....	Quoted upon request
Concrete Maturity Data Loggers	\$66/each
Coring Operations	\$92/hour
Expenses and Outside Services	At cost +13%
Mileage.....	At current Federal rate
Equipment Rental.....	Quoted upon request
Overtime Premium ⁽²⁾	1.3 x rate
Cesare Holiday Rate ⁽³⁾	2.0 x rate
Night Shift Premium (6 PM to 6 AM)	Rate + \$5/hour

⁽¹⁾ Payment is due within thirty (30) days of our invoice date. 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 and/or to not issue final documents for projects where invoices are more than sixty (60) days past due.

⁽²⁾ Overtime Premium applies to hours exceeding 8 hours per day or 40 hours per week charged to a single project, and any hours worked on weekends.

⁽³⁾ Cesare holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

The above fees are for 2019. Yearly fee increases are typically 3% to 5%; usually determined at year end.

2019 Cesare, Inc. Schedule of Fees 01.01.19

Effective January 1, 2019

Corporate Office: 7108 South Alton Way, Building B • Centennial, CO 80112

Locations: Centennial • Frederick • Silverthorne • Salida/Crested Butte

Phone 303-220-0300 • www.cesareinc.com

2019 LABORATORY SCHEDULE OF FEES

SOIL TESTING		
Soil Tests	Accredited Test Procedure	Fee each (\$)
Atterberg Limits (LL, PL, and PI), Method A (multi-point)	D4318/T89 and 90	68
Atterberg Limits (LL, PL, and PI), Method B (1-point)	D4318/T89 and 90	58
California Bearing Ratio	ASTM D1883/T193	300
Chloride		35
Density and Moisture by Nuclear Methods	D6938/T310	*
Direct Shear (CU Test) 3-Point Envelope - in situ (California Liner ~2" dia.)	T236	375
Direct Shear (CU Test) 3-Point Envelope (includes specimen remolding)	T236	425
Direct Shear (CU Test) 3-Point Envelope (includes Proctor and specimen remolding)	T236	475
Double hydrometer (includes gradation and minus #200 wash, and specific gravity)		250
Gradation with Minus #200 Wash	D6913, C136 and D1140/T27	80
Hydrometer (includes gradation and minus #200 wash, and specific gravity)	D422/T88	180
Minus #200 Wash	D1140	35
Moisture Content	D2216/T265	20
Moisture/Density Relationship (Proctor)	D698, 1557, and D4718/ T99, 180, and T224	125
Natural Moisture and Density		25
Natural Moisture and Density-Shelby Tube		35
Organic Content (ASTM D2974)		68
pH	D4972/T289	25
Pinhole Dispersion		300
Proctor Check Point		58
Relative Density (maximum/minimum wet or dry method)	D4253	195
Resistivity (Field ASTM G57, Lab AASHTO T288)	T288	90
R-Value	D2844/T190	275
Soil Suction		70
Specific Gravity	T100	75
Swell only	D4546	45
Swell/Consolidation	D4546	60
Swell/Consolidation-Shelby Tube		90
Swell/Consolidation (remolded)	D4546	85
Timed Consolidation	D2435/T216	350
Unconfined Compressive Strength	D2166/T208	60
Unconfined Compressive Strength (includes moisture/density)	D2166/T208	70
Unconfined Compressive Strength (remolded, includes moisture/density)	D2166/T208	90
USCS (Unified Soil Classification System)	D2487	15
Water Soluble Sulfates		35
Soil Stabilization Tests		Fee each (\$)
Compressive Strength with Moisture/Density (ASTM D1633-cement or D5102-lime) field developed		35
Compressive Strength with Moisture/Density (ASTM D1633-cement or D5102-lime) laboratory developed		45
Freezing/Thawing		250
Mixture Design (cement, fly ash, or lime), 1-point		1,500
Mixture Design (curves w/Proctors, swells, daily breaks), 3-point		2,600
Moisture/Density Relationship	D558/T134	150
pH for estimating lime proportions (ASTM D6276)		200
Wetting/Drying		250

2019 LABORATORY SCHEDULE OF FEES

HOT MIX ASPHALT (HMA) TESTING		
HMA Tests	Accredited Test Procedure	Fee each (\$)
Binder Ignition Oven (BIO) AC Content	D6307/T308	60
with Gradation	D5444/T30	130
BIO AC Correction Factor	D6307/T308	300
Chemical Extraction AC Content	D2172/T164 (plant control)	160
with Gradation	D5444/T30	240
Density by Nuclear Methods	D2950	*
Hveem Stability	D1560 (stability)/T246/CP-L 5106	150
Lottman (tensile strength ratio)	D4867/T283	400
Marshall Mixture Design - MS 2		3,000
Marshall Mixture Design Verification (1-point)		1,750
Marshall Tests (3 pucks specific gravity, stab/flow, and air voids)	D6926, 6927 and D3203/T245 and 269	165
Maximum Theoretical Specific Gravity (Rice value)	D2041/T209	80
SMA Asphalt Drain Down (AASHTO T305)		75
Specific Gravity (bulk), Air Voids, and Thickness	D2726 and 3203/T166 and 269	35
SuperPave Mixture Design	R35	3,000
SuperPave Mixture Design Verifications (1-point)	R35	1,750
Thickness		20
Volumetric Properties	D6925/T312/CP-L 5115	300

2019 LABORATORY SCHEDULE OF FEES

CONCRETE AND MASONRY TESTING		
Concrete Tests	Accredited Test Procedure	Fee each (\$)
Abrasion Resistance of Horizontal Concrete Surfaces (sample delivered)	C779, Procedure C	450
Absorption and Density (unit weight)		85
Accelerated Cure Specimens		35
Compressive Strength (core)	C42/T24	30
Compressive Strength (cylinders)	C31, 617, 1231 and 39/T23, 231 and 22	15
Compressive Strength (cylinders) cast by others	C617, 1231, and 39/ T23, T231, and 22	20
Concrete Maturity Data Logger		66
Cracking Tendency Test (AASHTO T334)		950
in conjunction with mixture verification 1-point		650
Flexural Strength (beam)	C78/T97	40
Flexural Strength (beam) cast by others	C78/T97	50
Making and Curing Test Specimens In Laboratory	C192	*
Mixture Design (compression) (additional charges may apply for aggregate tests)		3,000
Mixture Design (flexural) (additional charges may apply for aggregate tests)		3,500
Mixture Design (high early, maturity, or optimized) (additional charges may apply for aggregate tests)		4,000
Mixture Design (optimized maturity)		4,500
Mixture Design Verification Compression (1-point)		2,000
Mixture Design Verification Flexural (1-point)		2,500
Rapid Chloride Permeability, 2 specimens	C1202/T277	500
Restrained Shrinkage (ASTM C878)		400
Scaling Resistance (ASTM C672) at 50 cycles, 2 specimens		1,000
Shrinkage Measuring (03300 modified ASTM C157), per bar	C157/T160	30
Shrinkage Measuring, 3 bars	C157/T160	350
Slab-on-Ground Moisture and Humidity Testing (E 1907, Electrical Impedance; F 1869, CaCl and F 2170, RH)		*
	C143, 138, 172, 231, and 1064/ T119, 121, 152, and 309	*
Slump, Unit Weight, Air Content, and Temperature		*
Specimen Saw Cutting/Trimming		*
Static Modulus of Elasticity (ASTM C 469), per reading set		195
Sulfate Durability (ASTM C 1012)		650
Tensile Strength	C496/T198	45
Thickness (core)		15
Underwater Abrasion Resistance Testing, 3 specimens per set	C1138	1,650
Underwater Abrasion Resistance Testing, per disk without mixture sample verification	C1138	650
Water Soluble Chloride Ion in Concrete (ASTM C1218), drilled sample		75
Masonry Tests		Fee each (\$)
Absorption and Density (unit weight) full size specimen		75
Absorption and Density (unit weight) coupon specimen		35
CMU Coupon Compressive Strength (ASTM C140)		45
CMU Freeze/Thaw (ASTM C1262) at 100 cycles		900
CMU Freeze/Thaw (ASTM C1262) at 150 cycles		1,200
CMU Prism Compressive Strength		120
Grout and Mortar Cubes (3 cubes/set)	C780 (Annex 6)	45/set
Prism Grout	C1019 (sampling and testing)	35
Specimen Saw Cutting/Trimming		*

2019 LABORATORY SCHEDULE OF FEES

AGGREGATE AND ROCK TESTING		
Aggregate Tests	Accredited Test Procedure	Fee each (\$)
Aggregate Durability Index (ASTM D3744)		150
Atterberg Limits (LL, PL, and PI), Method B (1-point)	D4318/T89 and 90	58
Clay Lumps and Friable Particles (per procedure grading)	C142/T112	55
Compressive Strength of Rock Cores (ASTM D7012)		75
Compressive Strength of Rock Cores (with stress/strain)		250
Density (unit weight) and Voids	C29/T19	58
Direct Shear (CU Test) 3-Point Envelope (includes specimen remolding)	T236	425
Direct Shear (CU Test) 3-Point Envelope (includes Proctor and specimen remolding)	T236	475
Fine Aggregate Angularity (uncompacted void content)	C1252/T304	100
Flat and Elongated Particles (per procedure grading)	D4791	55
Fractured Faces (per procedure grading)	D5821/T335	55
Freezing/Thawing of Aggregate (AASHTO T103), 50 cycles		400
Gradation with Minus #200 Wash	D75, C702, C136, and 117/ T27, 11, T2, and T248	80
Gradation with Minus #200 Wash - Pit Run	D75, C702, C136 and 117/ T27, 11, T2, and T248	150
Hydrometer (includes gradation and minus #200 wash and specific gravity)		180
Lightweight Particles	C123	175
Los Angeles Abrasion	C131/T96	115
Los Angeles Abrasion (ASTM C535)		135
Micro-Deval Abrasion		150
Minus #200 Wash	C117/T11	35
Moisture Content	C566/T255	20
Moisture/Density Relationship (Proctor)	D4718, D698, and 1557/ T99, 180, and T224	125
Organic Impurities	C40/T21	55
Potential Alkali Reactivity (mortar bar method)	C1260	675
Potential Alkali Reactivity (mortar bar method) Combinations of cementitious materials and aggregate	C1567	775
FAA Modified ASTM C1260		775
FAA Modified ASTM C1567		875
Relative Density (maximum/minimum, wet or dry method)	D4253/D4254	195
Riprap Wetting/Drying (ASTM D5313)		1,200
Riprap Freezing/Thawing (ASTM D5312), 35 cycles		850
R-Value	D2844/T190	275
Sand Equivalency	D2419/T176	90
Sodium/Magnesium Sulfate Soundness (per procedure grading)	C88/T104	75
Specific Gravity and Absorption	C127 and 128/T85 and 84	75

2019 LABORATORY SCHEDULE OF FEES

PERSONNEL and MISCELLANEOUS FEES	
Miscellaneous	Fee (\$)
Coring Operations, hot mix asphalt (HMA) or concrete	92/hour
Equipment Rental	Quoted upon request
Outsourcing	Cost + 13%
Special Preparation or Process	58/hour
Miscellaneous Tests	Fee each (\$)
Fireproofing/Density (ASTM E605)	30

Laboratory unit prices include the test, review, and initial reporting.

Please contact Cesare, Inc. for combination test packages and volume discounts.

This 2019 Laboratory Schedule of Fees supercedes all previous versions.

Payment is due within thirty (30) days of our invoice date. 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.

Mission Objective: Manage Risk, Reduce Liability, Build with Confidence, and Earn Financial Prosperity . . . with Us.



Please visit our website
www.cesareinc.com



Integrity, Reliability, and Innovation

CORPORATE OFFICE: ~ P: 303-220-0300
7108 S. Alton Way, Bldg B • Centennial, CO 80112
Frederick, CO • Silverthorne, CO • Crested Butte, CO

Our award winning team has been providing engineering services since 1987. Cesare has a highly experienced and dedicated team. We make a difference!





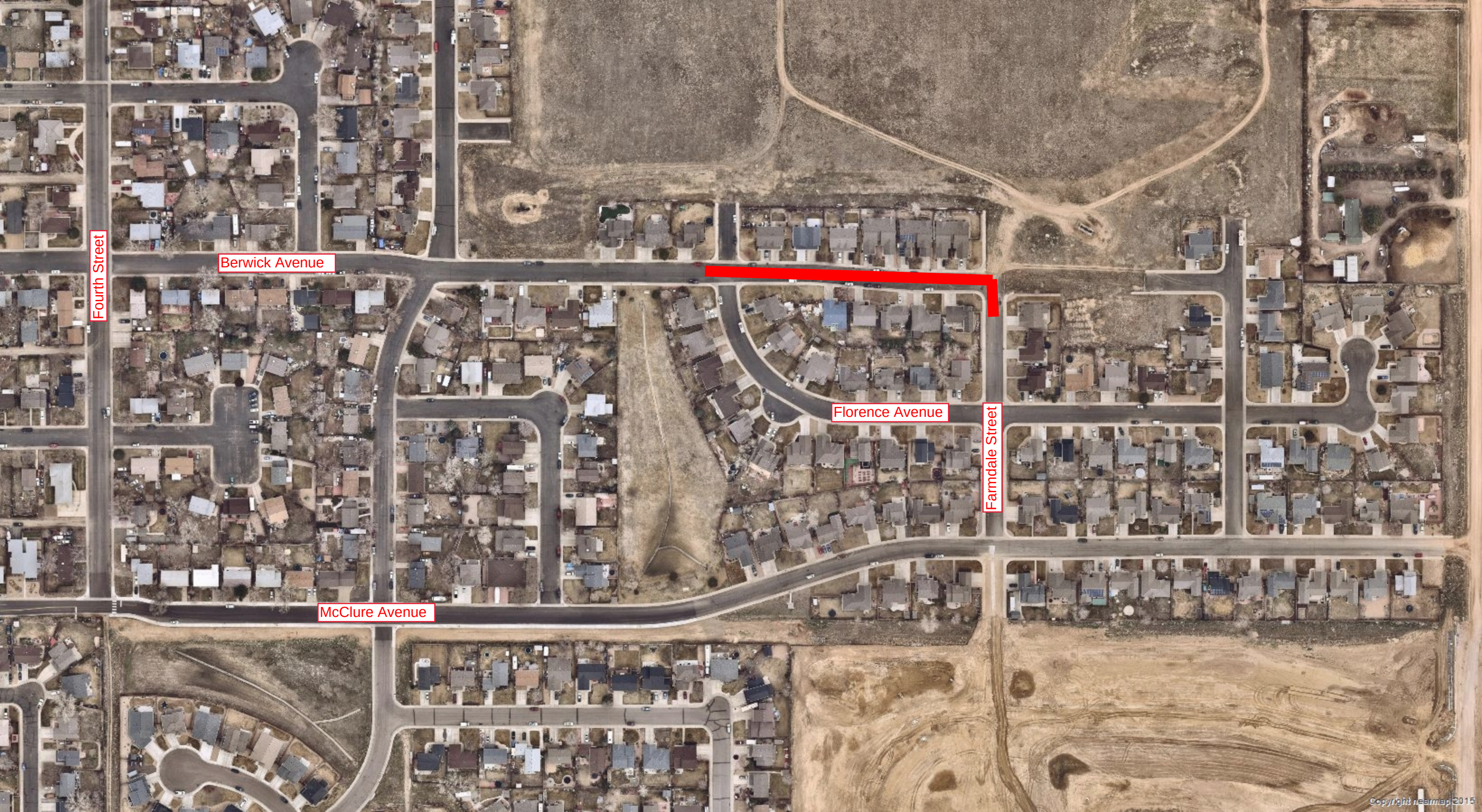









SBE RTD Code #'s 925-17, 925-55, 961-48, 961-50 SBE Code #'s 541380, 541330



Fourth Street

Berwick Avenue

Florence Avenue

Farmdale Street

McClure Avenue

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a.

Discussion/Action

Meeting Date: August 14, 2019

Initiated By: Raelynn Ferrera

Dept: Special Projects & Facilities Division Manager

AGENDA TITLE

Resolution:19-75: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A PRE-CONSTRUCTION AGREEMENT WITH FRANSEN PITTMAN GENERAL CONTRACTORS FOR TOWN HALL EXPANSION PROJECT.

SUMMARY

This pre-construction agreement will allow Town staff, the Architect (Kelly Deitman with Halcyon Design) and the General Contractor (Fransen Pittman General Contractors) to begin finalizing the plans and developing specifications for the Town Hall Expansion project.

The agreement will allow the team to get started on the following items:

- Preliminary evaluation of Budget and Schedule
- Selection of materials, building systems and equipment and factors related to construction.
- Prepare a preliminary project schedule

Allowing Fransen Pittman to prepare conceptual cost estimate to establish a baseline cost for the Town Hall Expansion Project.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends the approval of the Pre-construction agreement, authorizing Town staff to execute the agreement and expend budgeted funds.

ALTERNATIVES

ATTACHMENTS

1. 7a - Reso 19-75 Fransen Pittman Preconstruction Agmt
2. 7a- Town of Firestone Town Hall - Pre-Construction Agreement

FINANCIAL CONSIDERATIONS

RESOLUTION 19-75

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT
BETWEEN THE TOWN OF FIRESTONE AND FRANSEN PITTMAN
CONSTRUCTION COMPANY REGARDING PRECONSTRUCTION
SERVICES FOR THE FIRESTONE TOWN HALL CONSTRUCTION
PROJECT**

WHEREAS, the Town of Firestone (the “Town”) is in need of certain preconstruction services in connection with its Town Hall Remodel Construction Project (the “Project”); and

WHEREAS, Fransen Pittman Construction Company has the skill and experience to perform the preconstruction services required for the Project, and desires to perform the preconstruction services for the Project.

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

The Preconstruction Services Agreement between the Town of Firestone and Fransen Pittman Construction Company 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 Preconstruction Services Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 14th day of August, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Project: Town Hall expiation
Pre Construction Agreement
Contractor: Fransen Pittman
Total Cost :\$10,000
Term: August 15th – October 31st
Acct. or P.O. #: _____



GENERAL CONTRACT – SHORT FORM FOR GOODS AND/OR SERVICES LESS THAN \$50,000

THIS AGREEMENT ("Agreement"), is made this _____ day of August 2019, between the Town of Firestone, a Colorado statutory town, hereinafter referred to as "FIRESTONE," whose address is 151 Grant Ave., P.O. Box 100, Firestone, Colorado, 80520, and Fransen Pittman General Contractors, as independent contractor, hereinafter referred to as "CONTRACTOR," whose address is 9563 S. Kingston Court, Suite 200 Englewood, CO 80112, and provides as follows:

ARTICLE I **SCOPE OF SERVICES**

Section 1.1 Services: FIRESTONE retains CONTRACTOR, and CONTRACTOR agrees to provide the goods and to perform and complete the work, personal services and/or furnish the necessary equipment, supplies or materials in accordance with and/or as described in Schedule A, hereinafter referred to as the "Project". Schedule A is hereby incorporated by reference and made a part of this Agreement. To the extent that this Agreement and Schedule A conflict, the provisions of this Agreement shall prevail. Additional goods or services beyond those set out in Schedule A, if requested, shall be provided only when authorized in writing by FIRESTONE.

Section 1.2 Contract Time: CONTRACTOR shall commence work upon direction to proceed from FIRESTONE and complete the Project on or before October 31, 2019.

Section 1.3 Independent Contractor: CONTRACTOR shall at all times control the means and manner by which CONTRACTOR performs the work, subject to FIRESTONE's right to monitor, evaluate and improve such work. CONTRACTOR shall at all times be and act as an independent contractor and not as an employee of FIRESTONE.

Section 1.4 Warranty of Contractor: CONTRACTOR warrants that title to all goods, materials and equipment covered and paid for under this Agreement will pass to FIRESTONE, either by incorporation in the Project or upon CONTRACTOR's receipt of payment from FIRESTONE, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no services, goods, materials or equipment paid for under this Agreement will have been acquired by CONTRACTOR, or by any other person performing services at the site or furnishing materials and equipment for the Project, subject to an agreement under which an

interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

CONTRACTOR warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses required by law. All professional services shall be performed timely in accordance with generally accepted professional practices and the level of competency presently maintained by other professionals providing the same general type of work as set forth in Schedule A.

ARTICLE II

CONTRACT PRICE

Section 2.1 Contract Price: In consideration for the completion of the Project by CONTRACTOR in accordance with the terms of this Agreement, FIRESTONE shall pay CONTRACTOR (check and initial below as applicable):

☒ _____ As described in Schedule A.

☐ _____ A fixed sum of \$ _____.

☐ _____ Based upon a time, materials and expenses basis, pursuant to the rate schedule attached hereto as Schedule A, but in no event shall the total compensation to CONTRACTOR under this Agreement exceed \$ _____.

Section 2.2 Payment: FIRESTONE will make payment due to CONTRACTOR for compensation for completed work within thirty (30) days after invoices submitted by CONTRACTOR, which invoice(s) may not be submitted more frequently than monthly. Invoices shall indicate the basis upon which payment is requested, such as percentage of the Project completed, or actual time, materials and expenses. FIRESTONE shall submit invoice disputes, if any, to CONTRACTOR within thirty (30) days for resolution by mutual consent.

Section 2.3 Set-Off: In addition to any other rights FIRESTONE has under this Agreement to indemnification or recoupment, CONTRACTOR agrees that FIRESTONE is entitled to set off any amounts it may owe CONTRACTOR under this Agreement against such claims for indemnity or recoupment.

Section 2.4 No Multi-Year Fiscal Obligation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FIRESTONE's obligations under this Agreement are subject to annual appropriation by the Town Council of the Town of FIRESTONE. Any failure of a Town Council annually to appropriate adequate monies to finance FIRESTONE's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 2.5 Appropriation: If this is a contract for the design or construction, or both the design and construction of a public works project, FIRESTONE has appropriated funds equal to or in excess of the Contract Price.

ARTICLE III

ADMINISTRATION OF THIS AGREEMENT

Section 3.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry and warrants that all materials incorporated in the Project be free from defect of material or workmanship and conform strictly to the specifications, drawings or samples specified or furnished. This Section 3.1 shall survive any inspection, delivery, acceptance or payment by FIRESTONE.

Section 3.2 Ownership and Use of Documents: (check and initial all that apply)

☐ _____ (a) The following Sections 3.2(a)(1) and (2) are applicable to *design professionals* (architects, engineers, etc.):

(1) The documents prepared by CONTRACTOR in connection with the Project and copies thereof furnished to other parties are for use solely with respect to the Project. Such documents are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work under this Agreement without the specific written consent of FIRESTONE and CONTRACTOR. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(2) Notwithstanding the provisions of Section 3.2(a)(1) above, FIRESTONE may utilize any such documents generated in connection with the Project by CONTRACTOR for other projects, provided that CONTRACTOR is not held liable for future project applications other than the Project described pursuant to this Agreement.

☒ _____ (b) The following Sections 3.2(b)(1) through (3) are applicable to *nonprofessionals* (contractors, suppliers, etc.):

(1) Any documents prepared by CONTRACTOR, and copies thereof furnished to other parties are for use solely with respect to this Project. They are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FIRESTONE and CONTRACTOR. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by the CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(2) CONTRACTOR, and any subcontractor or supplier or other person or organization performing or furnishing any work for the Project under a direct or indirect contract with FIRESTONE (i) shall not have or acquire any title to or ownership rights in any of any documents (or copies of documents) prepared in connection with the Project by a design professional, and (ii) shall not reuse any of such documents or copies for extensions of the Project or any other project without written consent of FIRESTONE and the design professional and specific written verification or adaption by the design professional.

(3) Notwithstanding the provisions of Sections 3.2(b)(1) and (2) above, FIRESTONE may utilize any documents generated in connection with the Project by a design professional or CONTRACTOR for other projects, provided that such design professional and CONTRACTOR are not held liable for future project applications other than the Project described pursuant to this Agreement. FIRESTONE shall not convey any such documents generated by CONTRACTOR to a third party or use any such documents in a manner adverse to the CONTRACTOR.

Section 3.3 Insurance: CONTRACTOR shall at its own expense keep in full force and effect during the term of this Agreement and during the term of any extension or amendment of this Agreement, insurance as stated below:

(a) Commercial General Liability Insurance with minimum combined single limits of One Million Dollars and No Cents (\$1,000,000.00) for each occurrence and One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall endorse FIRESTONE and its employees and agents as additional insureds. Additionally, the policy shall provide that such insurance is primary coverage with respect to work contemplated under this Agreement by all insureds and additional insureds.

(b) If professional services are provided, Professional Liability Insurance with limits of One Million Dollars and No Cents (\$1,000,000.00) per claim and One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) aggregate. This policy shall remain in force for the period of design and construction and shall include a discovery period of three years, to commence upon substantial completion of the Project.

(c) Workers' Compensation Insurance to cover all obligations imposed by applicable laws for all of CONTRACTOR's employees engaged in the performance of work under this Agreement, based on statutory limits prescribed by and in accordance with Colorado law. In the event any services are performed by a subcontractor, CONTRACTOR shall require such subcontractor to provide workers' compensation insurance for its employees.

(d) Comprehensive Automotive Liability Insurance for the duration of this Agreement covering all owned, non-owned, and hired vehicles used in connection with the work

performed by or on behalf of CONTRACTOR under this Agreement in an amount not less than Five Hundred Thousand Dollars and No Cents (\$500,000.00) combined single limit per occurrence for bodily injury and property damage.

(e) All of the insurance policies required above shall be written and issued by responsible companies authorized to do business under the laws of the State of Colorado. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of CONTRACTOR. A copy of each such policy or certificate shall be provided to FIRESTONE within five (5) business days of the complete execution of this Agreement and shall be attached to this Agreement. CONTRACTOR shall be responsible for notifying FIRESTONE within five (5) business days of any material modification to, or cancellation of, these policies during the term of this Agreement, including but not limited to, any pending or paid claims against the aggregate amount of the policy, and of any cancellation of coverage for non-payment.

Section 3.4 Colorado Government Immunity Act: The parties hereto understand and agree that FIRESTONE is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as may be amended, or those otherwise available to FIRESTONE, its officers or its employees.

Section 3.5 Indemnification: CONTRACTOR shall defend, indemnify and hold harmless FIRESTONE and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, to the extent that such claim, damage, loss or expense is caused, or alleged to be caused, in whole or in part, by any negligent, reckless or intentional act or omission of CONTRACTOR or anyone directly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable.

Section 3.6 Subcontractor(s): CONTRACTOR shall, as soon as practicable after the signing of this Agreement, notify FIRESTONE in writing for FIRESTONE's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor. FIRESTONE may, in its reasonable discretion, reject any proposed subcontractor, in which case CONTRACTOR shall either perform such component or the work itself, or secure a subcontractor acceptable to FIRESTONE.

Section 3.7 Termination for Convenience:

This Agreement may be terminated by FIRESTONE without cause upon seven (7) days written notice to the CONTRACTOR. In the event of termination, FIRESTONE will pay CONTRACTOR for all services satisfactorily performed and for goods provided to date of termination. If payment is otherwise due in a fixed sum, FIRESTONE will pay CONTRACTOR for the pro rata value of the completed portion of the Project. If, however, CONTRACTOR has substantially or materially breached the standards or terms of this Agreement, FIRESTONE shall have any remedy or right to set off available at law and equity.

Section 3.8 Binding Effect/Non-Assignability: FIRESTONE and CONTRACTOR each binds itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FIRESTONE nor CONTRACTOR shall assign or transfer its interest in, or obligations under, this Agreement without the written consent of the other.

Section 3.9 Compliance with Law: CONTRACTOR agrees to perform the work in compliance with all applicable federal, state, county and Town laws, ordinances, rules and regulations, including, without limitations, any preference for Colorado labor as may be required pursuant to Article 17, of Title 8 of the Colorado Revised Statutes (the “Keep Jobs in Colorado Act”) as may be amended.

Section 3.10 Immigration Status Obligations:

(a) CONTRACTOR certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the CONTRACTOR will participate in the United States Government’s E-Verify Program or the State of Colorado Department of Labor and Employment Program (“Department Program”) 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.

(b) CONTRACTOR shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) 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 the public contract for services.

(c) CONTRACTOR shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) as may be amended, the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

(d) CONTRACTOR is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

(e) If CONTRACTOR obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, CONTRACTOR shall be required to:

(1) Notify the subcontractor and FIRESTONE within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or

contracting with an illegal alien; and

(2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) 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.

(f) CONTRACTOR shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et seq., as may be amended.

(g) If CONTRACTOR violates any of the provisions set forth in this section, FIRESTONE may terminate the Agreement and CONTRACTOR shall be liable for all actual and consequential damages incurred by FIRESTONE.

Section 3.11 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized for notice required to be given under this Agreement. Facsimile and e-mail addresses are provided for convenience only. However, copies of mailed or hand-delivered notices may be sent to the parties via e-mail or facsimile.

FIRESTONE:

Town of FIRESTONE
151 Grant Street (PO Box 100)
Firestone, Colorado 80520

Attn: A.J. Krieger
Telephone: 303.531.6255
E-mail: akrieger@firestoneco.gov

CONTRACTOR:

Fransen Pittman General Contractor
9563 S. Kingston Court, Suite 200
Englewood, CO 80112

Attn: John C. Pittman
Telephone: 303.783.3900
E-mail: jpittman@fransenpittman.com

ARTICLE IV
RESPONSIBILITIES OF FIRESTONE

Section 4.1 Project Materials/Confidentiality: FIRESTONE shall provide CONTRACTOR with data, information, reports and other such documentation as may be reasonably available to FIRESTONE, and reasonably required by CONTRACTOR to perform services under this Agreement. No information shall, unless as required by law, be disclosed by CONTRACTOR to third parties without prior written consent of FIRESTONE. All documents provided by FIRESTONE to CONTRACTOR shall be returned to FIRESTONE. CONTRACTOR is authorized by FIRESTONE to retain copies of such data and materials at CONTRACTOR'S EXPENSE.

Section 4.2 Access to Property and Records: FIRESTONE shall provide CONTRACTOR with access to its property as required and necessary to complete the Agreement. To the extent required by law, FIRESTONE and CONTRACTOR agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-101, *et seq.* as may be amended. CONTRACTOR agrees to hold FIRESTONE harmless from the disclosure of any records that FIRESTONE reasonably believes it is legally required to disclose.

Section 4.3 FIRESTONE's Representative: FIRESTONE shall designate, in writing, a representative who shall have authority to act for FIRESTONE with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FIRESTONE's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONTRACTOR's services.

ARTICLE V **MISCELLANEOUS**

Section 5.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado. Venue for any litigation shall be in Weld County.

Section 5.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties (a "Change Order"). If this is a contract for the design or construction, or both the design and construction of a public works project, no change in the Contract Price requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Agreement, shall be valid, unless FIRESTONE gives CONTRACTOR written assurance that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to the performance of the additional work, or unless such work is covered under a remedy-granting provision in this Agreement.

Section 5.3 Counterparts. This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 5.4. Severability: If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

Section 5.5. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

Section 5.6. Default/Attorney's Fees: In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

Section 5.7. No Waiver: Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by FIRESTONE shall not constitute a waiver of any of the other terms or obligations of this Agreement.

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

TOWN OF FIRESTONE

By: _____
Name: _____
Title: _____

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVAL AS TO FORM:

William P. Hayashi, Town Attorney

CONTRACTOR

By: _____
Name: _____
Title: _____

SCHEDULE A

(Attached to and made a part of the Agreement between the Town of Firestone
and _____ dated _____)



LETTER OF AGREEMENT

This Agreement is made this 14th day of August in the year two thousand and nineteen by and between:

OWNER: Town of Firestone
151 Grant Ave
Firestone, CO 80520

CONTRACTOR: Fransen Pittman Construction Company, Inc.
9563 S. Kingston Ct.
Englewood, CO 80112

For the Preconstruction Services in connection with the following:

PROJECT: Firestone Town Hall: Addition and Remodel

THE AGREEMENT

It is the intent of the Owner and Contractor to negotiate in good faith the terms and provisions of an Agreement for the construction of this Project in accordance with the Owner's budget, schedule and scope requirements to be determined by the Owner in its sole discretion.

THE PROJECT

BUDGET: Anticipated Hard Construction Cost will be approximately TBD

SCHEDULE: Construction start is anticipated to be November 1st, 2019 with
Completion in July 31st, 2020.

SCOPE: Preconstruction Services during the planning and design of Firestone Town Hall
Addition & Remodel

CONTRACTOR'S RESPONSIBILITIES

The Contractor will provide the Preconstruction Services required by the Project to facilitate the Architect's development of the Project Plans and Specifications to accommodate a timely commencement of the Project. These services specifically include:

■ **Preliminary Evaluation**

The Contractor shall provide a preliminary evaluation of the Owner's Program, Budget and Schedule requirements each in terms of the other.

■ **Consultation**

The Contractor, with the Architect, shall jointly schedule and attend regular meetings with the Owner. The Contractor shall consult with the Owner and Architect regarding site use and improvements and the selection of materials, building systems and equipment. The Contractor shall provide recommendations on:

- construction feasibility;
- actions designed to minimize adverse effects of labor or material shortages;
- time requirements for procurement, installation and construction completion;
- Factors related to construction costs including estimates of alternative designs or materials, preliminary budgets and possible economies.

■ **Preliminary Project Schedule**

When Project requirements have been sufficiently identified, the Contractor shall prepare, and periodically update, a Preliminary Project Schedule for the Architect's review and the Owner's approval. The Contractor shall obtain the Architect's approval of the portion of the Preliminary Project Schedule relating to the performance of the Architect's services. The Contractor shall coordinate and integrate the Preliminary Project Schedule with the services and activities of the Owner, Architect and Contractor. As design proceeds, the Preliminary Project Schedule shall be updated to indicate:

- proposed activity sequences and durations;
- milestone dates for receipt and approval of pertinent information;
- submittal of the Guaranteed Maximum Price Estimate;
- preparation and processing of shop drawings and samples;
- delivery of materials or equipment requiring long-lead-time procurement;
- Owner's occupancy requirements showing portions of the Project having occupancy priority;
- Estimated date of Substantial Completion.

If Preliminary Project Schedule updates indicate that previously approved schedules may not be met, the Contractor shall make appropriate recommendations to the Owner and Architect.

■ **Phased Construction**

The Contractor shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications to facilitate Phased Construction of the Work, if such Phased Construction is appropriate for the Project, taking into consideration such factors as:

- economies;
- time of performance;
- availability of labor and materials;
- Provisions for temporary facilities.

- **Cost Estimates**

When the Owner has sufficiently identified the Project requirements and the Architect has prepared basic design criteria, the Contractor shall prepare, for the review of the Architect and approval of the Owner, a Conceptual Cost Estimate utilizing area, volume or similar conceptual estimating techniques to establish a baseline cost for the Project. A Trend Log will be established along with a Preliminary Construction Schedule.

When Schematic Design Documents have been prepared by the Architect and approved by the Owner, the Contractor shall prepare, for the review of the Architect and approval of the Owner, a more detailed estimate with value engineering options for major building components. The Trend Log and Schedule will be revised accordingly.

During the preparation of the Design Development Documents, the Contractor shall prepare a detailed estimate with supporting data for review by the Architect and approval by the Owner. The Guaranteed Maximum Price may be determined and long-lead-items may be procured at this time. The Trend Log and Schedule will reflect all changes.

At the completion of Construction Documents, all details and finishes will be finalized and final pricing will be determined. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Contractor shall make appropriate recommendations to the Owner and Architect.

- **Subcontractors and Suppliers**

The Contractor shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect for their information, per the Contractor's Schedule, a list of possible Subcontractors, including Suppliers who are to furnish materials or equipment fabricated to a special design, from which proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Contractor if the Architect or Owner has any objection to such Subcontractor or Supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed Subcontractors or Suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed Subcontractor or Supplier.

- **Long-Lead-Time Items**

The Contractor shall recommend to the Owner and Architect a schedule for procurement of long-lead-time items that will constitute part of the Work as required meeting the Project Schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Contractor. Upon the Owner's approval of the Guaranteed Maximum Price Estimate, all contracts for such items shall be assigned by the Owner to the Contractor, who shall accept responsibility for such items as if procured by the Contractor. The Contractor shall expedite the delivery of long-lead-time items.

- **Extent of Responsibility**

The Contractor agrees to exercise reasonable skill and judgment in the preparation of schedules and estimates, but does not warrant or guarantee any schedule or estimate or line item within such estimates, even though approved by the Owner; including the Guaranteed Maximum Price Estimate and the estimated date of Substantial Completion. The recommendations and advice of the Contractor concerning design alternatives shall be subject to the review and approval of the Owner and the

Owner's professional consultants. It is not the Contractor's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, and ordinances, building codes, rules or regulations. However, if the Contractor recognizes that portions of the Drawings and Specifications are at variance, the Contractor shall promptly notify the Architect and Owner in writing.

■ **Guaranteed Maximum Price Estimate**

In accordance with the Preliminary Project Schedule, the Contractor shall prepare and submit to the Owner in writing a Guaranteed Maximum Price Estimate. As the Drawings and Specifications may not be finished at the time that the Guaranteed Maximum Price Estimate is prepared, the Contractor shall provide in the Guaranteed Maximum Price Estimate for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable there from. Such further development does not include such items as changes in scope, systems, kinds and quality of materials, finishes or equipment.

The Guaranteed Maximum Price Estimate shall include:

- a list of the Drawings and Specifications, including all Addenda thereto and the Conditions of the Contract;
- a list of the Clarifications and Assumptions made by the Contractor in the preparation of the Guaranteed Maximum Price Estimate to supplement the information contained in the Drawings and Specifications;
- a statement of the estimated Cost of the Work organized by trade categories or systems;
- A statement of the estimated date of commencement of the Construction Phase and the estimated date of Substantial Completion, with a schedule of the construction documents issuance dates upon which the estimated date of Substantial Completion is based.

The Contractor shall meet with the Owner and Architect to review the Guaranteed Maximum Price Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Guaranteed Maximum Price Estimate. When the Guaranteed Maximum Price Estimate is acceptable to the Owner, the Owner shall approve it in writing.

The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon Assumptions and Clarifications on which the Guaranteed Maximum Price Estimate is based. Such revised Drawings and Specifications shall be furnished to the Contractor in accordance with schedules agreed to by the Owner, Architect and Contractor. The Contractor shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon Assumptions and Clarifications.

OWNER'S RESPONSIBILITIES

- To provide, at its expense, to the Contractor, information reasonably available regarding the Project including:
- the Owner's objectives,
 - budgets,

- time criteria,
 - Soils Reports,
 - environmental studies,
 - financing plans,
 - Site surveys that are presently available or that the Owner and Contractor reasonably agree are required.
- To review and approve the Project Scope, Schedules and Estimates at each design phase in a timely manner in order to meet Project milestones.
 - To review and accept or reject value engineering and cost reduction or addition options timely to maintain the Schedule. The Owner will be responsible for the inclusion of such changes incorporated into subsequent design document issuances.
 - To provide the Contractor with regular and timely updates regarding status of planning, zoning and design review process.
 - To exercise reasonable efforts so that Agreements with the Architect, Engineers and Consultants are written and administered to facilitate successful execution of this Agreement.
 - To pay all printing and distribution costs of any job related drawings or specifications.

COMPENSATION

The Contractor shall receive a fee of (\$10,000.00) for Preconstruction Services. This will be billed in 3 equal payments of approximately (\$3,333) billed at the end of August, September, and October the design process. Payments for Preconstruction Services and any reimbursable expenses will be due within twenty (20) days of receipt of invoice. The total amount will be due by the completion of the Construction Documents regardless of whether the Owner does or does not continue with the Contractor for Construction Services.

OWNER

TOWN OF FIRESTONE
151 Grant Ave
Firestone, CO 80520

CONTRACTOR

FRANSEN PITTMAN CONSTRUCTION
COMPANY, INC.

Name: _____
Title: _____

John C. Pittman
President

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.b.

Discussion/Action

Meeting Date: August 14, 2019

Initiated By: Todd Bjerkaas

Dept: Planning & Development

AGENDA TITLE

Resolution 19-76: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BISHOP LAYTON INC REGARDING PROFESSIONAL SERVICES FOR THE TWO HUNTERS PARK CONSTRUCTION PROJECT

SUMMARY

A Resolution and Professional Services Agreement are attached for the Board of Trustees' consideration in order to enter into an agreement with Design Concepts to complete the design, bid the construction documents, and provide construction observation for the Two Hunters Park construction project in the Oak Meadows subdivision.

HISTORY AND PREVIOUS BOARD ACTION

Based upon their qualifications and experience in municipal park design and their selection in providing professional services for the Town of Firestone's Parks, Open Space and Trail Master Plan, Design Concepts submitted a proposal to complete the construction documents and bid documents and provide construction observation for the Two Hunters Park construction project.

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 19-76 in order to enter into a Professional Services Agreement with Design Concepts for the Two Hunters Park construction project.

ALTERNATIVES

The Board may choose not to approve Resolution 19-76, and provide Staff with direction.

ATTACHMENTS

1. 7b - Reso 19-76 THP Design Concepts Agmt
2. 7b -Two Hunters Park Contract 8.14.19 DC Executed

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed \$53,135.00.

RESOLUTION 19-76

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT
BETWEEN THE TOWN OF FIRESTONE AND BISHOP LAYTON INC
REGARDING PROFESSIONAL SERVICES FOR THE TWO HUNTERS
PARK CONSTRUCTION PROJECT**

WHEREAS, the Town of Firestone (the “Town”) is in need of certain professional services in connection with its Two Hunters Park Construction Project (the “Project”); and

WHEREAS, Bishop Layton, Inc. has the skill and experience to perform the professional services required for the Project, and desires to perform the professional services for the Project.

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

The Professional Services Agreement between the Town of Firestone and Bishop Layton Inc dba Design Concepts 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 Professional Services Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 14th day of August, 2019.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Project: 2019 Two Hunters Park
Contractor: Bishop Layton Inc dba Design Concepts
Total Cost: \$53,135.00
Term: 08-14-2019 to 08-01-2020
Acct. or P.O. #

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement"), made this this 14th day of August, 2019, between the Town of Firestone, a Colorado municipal corporation, whose address is 151 Grant Avenue, Firestone, CO 80520, hereinafter referred to as "FIRESTONE," and Bishop Layton Inc dba Design Concepts, an independent contractor, whose address is 211 North Public Road Suite 200, Lafayette, CO 80026 hereinafter referred to as "CONTRACTOR," provides as follows:

ARTICLE I **SCOPE OF SERVICES**

Section 1.1 Services: FIRESTONE retains CONTRACTOR, and CONTRACTOR agrees to provide the services and tasks ("Professional Services") and provide the Deliverables as specified or described in Schedule A (collectively, the "Project"), and in accordance with any other terms of this Agreement. Schedule A is hereby incorporated by reference and made a part of this Agreement. To the extent that this Agreement and Schedule A conflict, the provisions of this Agreement shall prevail.

Section 1.2 Project Change Requests. FIRESTONE may request changes in scope from the original Professional Services or Deliverables set forth in Schedule A by delivering to CONTRACTOR a written Project Change Request ("PCR") specifying the requested changes. Promptly after delivery of a PCR, CONTRACTOR shall prepare and deliver to FIRESTONE a proposed amendment to Schedule A that, in accordance with the PCR: (a) assesses the impact of the PCR on the scope and timing of Professional Services and Deliverables to be provided under the Project; (b) describes any additional Services and Deliverables to be provided; (c) sets forth cost estimates, specifications, implementation plans and time schedules with milestone and completion dates; (d) contains completion and acceptance criteria; and (e) sets forth any other necessary information. A PCR shall not be effective unless authorized as an amendment to this Agreement and executed by both Parties. If CONTRACTOR proceeds without such authorization, CONTRACTOR shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of FIRESTONE is authorized to modify any term of this Agreement, either directly or implied by a course of action.

Section 1.3 Contract Time: CONTRACTOR shall commence work upon direction to proceed from FIRESTONE and complete the Project on or before August 1, 2020 ("Contract Time"). The Contract Time stated or referred to in this section is of the essence.

ARTICLE II **FIRESTONE OBLIGATIONS**

Section 2.1 Dependency Information. FIRESTONE shall provide CONTRACTOR with data, GIS data, information, reports and such other documentation ("Dependency Information") as may be available to FIRESTONE, and reasonably required by CONTRACTOR to perform the Professional Services and/or complete the Deliverables set forth in Schedule A.

Section 2.2 Consent to Use GIS Data. FIRESTONE grants to CONTRACTOR the non-exclusive, nontransferable right to copy, store, record, transmit, display, view, print or otherwise use GIS Data solely to the extent necessary to perform the Professional Services and to complete the Deliverables under this Agreement. The GIS Data may only be used by CONTRACTOR's employees for the purposes of performing the Professional Services and/or completing the Deliverables set forth in Schedule A.

Section 2.3 Restrictions on Use of GIS Data. The GIS Data contains proprietary information belonging exclusively to FIRESTONE, which claims copyright and trade secret protection in the Data and in each constituent element of information provided. Except as expressly permitted by this Agreement, in particular Section 2.2, CONTRACTOR will not, and will not allow any third party to: (i) copy, modify, adapt, alter, translate, or create derivative works of the GIS Data; (ii) distribute, sell, resell, lend, loan, lease, license, operate as a service bureau, managed service, sublicense or transfer the GIS Data; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the GIS Data (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation); (iv) use the GIS Data to knowingly violate any privacy or other rights of any third party; or (v) remove, alter or obscure any proprietary notices of FIRESTONE, its licensors or suppliers included in the GIS Data.

Section 2.4 DISCLAIMER OF WARRANTIES. ALL DEPENDENCY INFORMATION, INCLUDING GIS DATA, IS PROVIDED "AS-IS" AND FIRESTONE HEREBY MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AND FIRESTONE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, INTEGRATION, TITLE AND FITNESS OF THE DEPENDENCY INFORMATION FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, FIRESTONE MAKES NO WARRANTY OF ANY KIND THAT THE GIS DATA WILL BE COMPATIBLE OR WORK WITH ANY SOFTWARE OR OTHER SYSTEM.

Section 2.5 Access to Property and Records. FIRESTONE shall provide CONTRACTOR with access to its property as required and necessary to perform the Professional Services and/or complete the Deliverables set forth in Schedule A. To the extent required by law, FIRESTONE and CONTRACTOR agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.* CONTRACTOR agrees to hold FIRESTONE harmless from the disclosure of any records that FIRESTONE reasonably believes it is legally required to disclose.

ARTICLE III

MUTUAL OBLIGATIONS

Section 3.1 Delays. A Party shall immediately notify the other Party in writing as soon as it becomes aware of any developments that may delay the completion of the Project or a particular Deliverable. In the event that any such delays are in breach of either Party's obligations under Sections II and IV, (A) the non-breaching Party shall have the right to terminate this Agreement pursuant to the terms of Section VII (Termination for Cause), or (B) the non-breaching Party shall have the right modify the Scope of Services through a PCR.

Section 3.2 No Damages for Delay. CONTRACTOR shall not be entitled to any increase in the rate charged for Professional Services or Deliverables, or to damages, or to additional compensation as a consequence of any such delays.

ARTICLE IV

REPRESENTATION AND WARRANTY

Section 4.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power and authority to enter into and perform its obligations and grant the rights, consents and authorizations it grants or is required to grant under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

Section 4.2 Contractor Representations, Warranties and Covenants.

A. Compliance with law. The services to be performed by CONTRACTOR hereunder shall be done in compliance with all applicable federal, state, county and local laws, ordinances, rules and regulations, and shall not engage in any activity related to GIS Data or Dependency Information that would place FIRESTONE in violation of any applicable law, regulations, government request, or judicial process.

B. Warranties. CONTRACTOR warrants and acknowledges as follows: (i) CONTRACTOR will perform Professional Services using commercially reasonable best efforts of a professional quality conforming to generally accepted industry standards and practices; (ii) CONTRACTOR will not violate any third party's intellectual property rights; (iii) CONTRACTOR has obtained, or will obtain, prior to performance of the Professional Services or development of the Deliverables, all third party consents, approvals, authorizations, licenses and permissions (collectively, the "Required Consents") necessary to perform the Professional Services and/or develop the Deliverables under this Agreement; (iv) shall not access, process or otherwise use GIS Data other than as necessary to facilitate the Professional Services; (v) shall not give any third party access to GIS Data, including without limitation CONTRACTOR's other customers or clients; (v) shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of GIS Data, and shall implement administrative, technical

and physical safeguards for managing unauthorized disclosure or exposure of GIS Data stored by CONTRACTOR .

C. In the event that CONTRACTOR has on-site or remote access to FIRESTONE systems or networks in connection with the Professional Services hereunder, CONTRACTOR will comply with FIRESTONE's security requirements.

D. Because FIRESTONE has retained CONTRACTOR for its professional expertise, CONTRACTOR agrees not to employ any subcontractors to perform any Professional Services or Deliverables, unless expressly authorized in writing by FIRESTONE.

ARTICLE V

PRICE AND PAYMENT

Section 5.1 Contract Price: In consideration for the completion of the Project by CONTRACTOR in accordance with the terms of this Agreement, FIRESTONE shall pay CONTRACTOR as described in Schedule A, but in no event shall the total compensation to CONTRACTOR under this Agreement exceed \$53,135.00. This amount shall include all fees, costs and expenses incurred by CONTRACTOR, and no additional amounts shall be paid by FIRESTONE for such fees, costs and expenses. No change to the Contract Price for the term of this agreement, including any additional compensation, or change in or adjustment to a rate, shall be effective or paid unless authorized by written amendment executed by FIRESTONE.

Section 5.2 Payment: FIRESTONE will make payment due to CONTRACTOR for compensation for completed work in the manner and at such times and amounts as set forth in Schedule A. CONTRACTOR shall submit monthly invoices to FIRESTONE which shall be due and payable thirty (30) days after receipt. Invoices for completed work may not be submitted more frequently than monthly.

Section 5.3 Contents of Invoices. Invoices shall include the basis upon which payment is requested, such as actual time, number of hours worked, materials and expenses, along with a general description of the actual Professional Services performed, the start and completion dates of any such services performed, and who performed such services. CONTRACTOR shall provide appropriate supporting documentation with each invoice.

Section 5.4 Invoice Disputes. If there exists a good faith dispute with regard to an item appearing on an invoice, FIRESTONE has the right to withhold payment on any amounts that are disputed while the Parties attempt to resolve the dispute, provided that FIRESTONE provides CONTRACTOR with notice of such dispute within thirty (30) days after receipt of the invoice and pays all undisputed amounts by the due date. FIRESTONE's withholding of such disputed amount shall not constitute a breach of this Agreement, nor shall it be grounds for CONTRACTOR to suspend or terminate its performance of undisputed Professional Services.

Section 5.5 FIRESTONE's Right to Withhold: Notwithstanding any other provision of this Agreement and without prejudice to any of FIRESTONE's rights or remedies, FIRESTONE shall have the right at any time or times, whether before or after approval of any pay request, to

deduct and withhold from any payment that may be due under this Agreement such amount as may reasonably appear necessary to compensate FIRESTONE for any actual or prospective loss due to:

- (a) work that is defective, damaged, flawed, unsuitable, nonconforming or incomplete;
- (b) damage for which CONTRACTOR is liable under this Agreement;
- (c) liens or claims of liens regardless of merit;
- (d) claims of subcontractors, suppliers or other person regardless of merit;
- (e) delay in the progress or completion of the Project;
- (f) inability of CONTRACTOR to complete the Project;
- (g) reasonable doubt that the unpaid balance available under the Agreement is adequate to cover actual or liquidated damages, if any;
- (h) failure of CONTRACTOR properly to complete or document any pay request;
- (i) any other failure of CONTRACTOR to perform any of its obligations under this Agreement; or
- (j) the cost to FIRESTONE, including attorneys' fees and administrative expenses, for correcting any of the aforesaid matters or exercising any one or more of FIRESTONE's remedies.

Section 5.6 No Multi-Year Fiscal Obligation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FIRESTONE's obligations under this Agreement are subject to annual appropriation by the Board of Trustees of the Town of FIRESTONE. Any failure of a Board annually to appropriate adequate monies to finance FIRESTONE's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 5.7 Appropriation: If this is a contract for the design or construction, or both the design and construction, of a public works project, FIRESTONE has appropriated funds equal to or in excess of the Contract Price.

ARTICLE VI

TERM AND TERMINATION

Section 6.1 Term. The term of this Agreement shall commence on the 14th day of August, 2019 ("Commencement Date"), and shall expire, unless earlier terminated as set forth in

this Article VI, upon the earlier of: (a) CONTRACTOR'S completion of the Project; or (b) one (1) year from the Commencement Date ("Term"). The Term may be extended by mutual written agreement of the Parties.

Section 6.2 Termination for Convenience. This Agreement may be terminated by FIRESTONE without cause upon seven (7) days written notice to CONTRACTOR.

Section 6.3 Termination for Cause. In the event of a breach by CONTRACTOR of the terms and conditions of this Agreement, FIRESTONE may give notice to CONTRACTOR stating such breach has occurred and giving CONTRACTOR fourteen (14) days to cure such breach. If the breach is not cured within the stated timeframe, to FIRESTONE's reasonable satisfaction, FIRESTONE may terminate this Agreement.

Section 6.4 Effect of Termination. In the event of termination, CONTRACTOR shall immediately discontinue performance, and deliver to FIRESTONE all Work Product (as defined herein). Without prejudice to any other rights or remedies it may have hereunder or at law or in equity, FIRESTONE may itself or through another service provider take over any unfinished Professional Services and Deliverables covered by this Agreement by whatever reasonable method it may deem expedient. In addition, at FIRESTONE'S request, CONTRACTOR shall timely: (a) document in reasonable detail the status of the terminated Professional Services, the Work Product delivered, and the Deliverables specified in Schedule A; and (b) deliver to FIRESTONE copies of all documents and data reasonably required for the completion of any unfinished Professional Services and Deliverables. Any such termination by FIRESTONE shall be without penalty or payment obligation, other than undisputed outstanding payment obligations relating to Professional Services performed or Deliverables provided by CONTRACTOR as of the date of termination. If payment is otherwise due in a fixed sum, FIRESTONE will pay CONTRACTOR for the pro rate value of the completed portion of the Professional Services. If, however, CONTRACTOR has substantially or materially breached the standards or terms of this Agreement, FIRESTONE shall have any remedy or right to set off available at law and equity.

ARTICLE VII **OWNERSHIP**

Section 7.1 Client Materials. All right, title and interest in and to any materials provided by FIRESTONE to CONTRACTOR, including without limitation, Dependency Information, other materials of any kind and nature, and any trademarks, service marks, trade logos or other pre-existing Intellectual Property Rights ("Client Materials") are and shall remain the sole property of FIRESTONE. No Client Materials shall be removed from FIRESTONE's premises or computer systems without FIRESTONE's prior written consent. All Client Materials shall be returned upon the earlier of (a) FIRESTONE's request for their return; and (b) completion or termination of the Project. CONTRACTOR shall maintain such materials in good condition.

Section 7.2 Work Product. The Parties acknowledge and agree that all items delivered in the course of performance by CONTRACTOR of its various obligations under this Agreement (the "Work Product") have been or will have been specially ordered or commissioned by FIRESTONE, and accordingly, each is and will be a "work made for hire" (as such term is used in 17 U.S.C. § 201) for FIRESTONE, effective as of the moment each such item is fixed in a tangible medium, whether or not such item is complete. CONTRACTOR hereby transfers and assigns to FIRESTONE all of its all right, title, and interest in and to all Work Product, including, but not limited to, all United States and foreign copyright, patent, trademark, trade secret and any other proprietary rights pertaining to such Work Product held by CONTRACTOR. The forgoing shall not apply to previously created and/or owned intellectual property of CONTRACTOR. Nothing in this Agreement will prevent CONTRACTOR from retaining copies of documents for the lawful use in its own business purposes; provided; however, that Work Product is not to be used by CONTRACTOR on other project applications outside the scope of the Professional Services or work under this Agreement. CONTRACTOR will provide FIRESTONE with a ten (10) day written notice prior to disposal of documents it has retained, during which time FIRESTONE may take physical possession of same.

ARTICLE VIII

INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor of FIRESTONE under this Agreement. Nothing in this Agreement is intended to create a relationship of employee-employer between CONTRACTOR and FIRESTONE. Neither Party shall be construed to be a partner, member of a joint venture, franchisee, principal, agent, representative or participant of or with the other for any purpose whatsoever. CONTRACTOR does not and shall not have any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of FIRESTONE or to bind FIRESTONE in any manner. CONTRACTOR is responsible for scheduling and determining how Professional Services and/or Deliverables are to be completed and, except as otherwise agreed, shall supply its own tools and supplies. CONTRACTOR shall be solely responsible for paying all compensation earned by its personnel. CONTRACTOR agrees to comply with all federal and state wage and hour laws, immigration laws, and anti-discrimination laws. CONTRACTOR shall be solely responsible for withholding all federal, state, and local income taxes of its personnel, and any other obligations imposed on CONTRACTOR as the employer of the personnel.

ARTICLE IX

INSURANCE

(a) CONTRACTOR shall at its own expense procure a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by CONTRACTOR under this Agreement. Such insurance shall be in addition to the insurance requirements below or otherwise imposed by law.

(b) CONTRACTOR shall at its own expense keep in full force and effect during the term of this Agreement and during the term of any extension or amendment of this Agreement,

insurance as stated below:

(1) Commercial General Liability Insurance with minimum combined single limits of One Million Dollars and No Cents (\$1,000,000.00) for each occurrence and One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, completed operations, explosion, collapse, and underground hazards.

(2) If professional services (architecture, engineering, design, etc.) are provided, Professional Liability Insurance with limits of One Million Dollars and No Cents (\$1,000,000.00) per claim and One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) aggregate. This policy shall remain in force for the period of design and construction and shall include a discovery period of three years, to commence upon substantial completion of the Project.

(3) Workers' Compensation Insurance to cover all obligations imposed by applicable laws for all of CONTRACTOR's employees engaged in the performance of work under this Agreement, based on statutory limits prescribed by and in accordance with Colorado law. In the event any services are performed by a subcontractor, CONTRACTOR shall require such subcontractor to provide workers' compensation insurance for its employees.

(4) Comprehensive Automotive Liability Insurance for the duration of this Agreement covering all owned, non-owned, and hired vehicles used in connection with the work performed by or on behalf of CONTRACTOR under this Agreement in an amount not less than Five Hundred Thousand Dollars and No Cents (\$500,000.00) combined single limit per occurrence for bodily injury and property damage.

(c) The insurance policies required by Subsection 3.4(b)(1) shall name FIRESTONE and its employees and agents as additional insureds and shall contain waiver of subrogation provisions. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) Every policy required under this Section shall provide that such insurance is primary coverage with respect to work contemplated under this Agreement by all insureds and additional insureds, and that any insurance carried by FIRESTONE, its officers, or its employees, or carried by or provided through any insurance pool of FIRESTONE, shall be excess and not contributory insurance to that provided by CONTRACTOR. CONTRACTOR shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company or companies authorized to do business under the laws of the State of Colorado, subject to the approval of FIRESTONE.

(e) Prior to commencement of work under this Agreement, CONTRACTOR shall

provide FIRESTONE with certificate(s) of insurance completed by CONTRACTOR's insurer(s) as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to FIRESTONE. The completed certificate(s) of insurance shall be sent to:

Town of Firestone
151 Grant Avenue
P.O. Box 100
Firestone, Colorado 80520
Attn: Todd Bjerkaas

CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of CONTRACTOR's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which FIRESTONE may immediately terminate this Agreement, or at its discretion FIRESTONE 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 FIRESTONE shall be repaid by CONTRACTOR to FIRESTONE upon demand, or FIRESTONE may withhold the cost of the premiums from any monies due to CONTRACTOR from FIRESTONE.

ARTICLE X

INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless FIRESTONE and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, to the extent that any such claim, damage, loss, or expense is caused, or alleged to have been caused, in whole or in part, by any negligent act, error or omission of CONTRACTOR or anyone directly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable. The extent of CONTRACTOR'S obligations pursuant to this Article may be determined only after CONTRACTOR'S obligations to FIRESTONE have been finally determined as a matter of law.

ARTICLE XI

IMMIGRATION STATUS OBLIGATIONS

(a) CONTRACTOR certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the CONTRACTOR will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") 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.

(b) CONTRACTOR shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) 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 the public contract for services.

(c) CONTRACTOR shall affirm as required by C.R.S. § 8-17.5-102 (c) (II), as may be amended, the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

(d) CONTRACTOR is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

(e) If CONTRACTOR obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, CONTRACTOR shall be required to:

(1) Notify the subcontractor and FIRESTONE within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) 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.

(f) CONTRACTOR shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et.seq., as may be amended.

(g) If CONTRACTOR violates any of the provisions set forth in this section, FIRESTONE may terminate the Agreement and CONTRACTOR shall be liable for all actual and consequential damages incurred by FIRESTONE.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado. Venue for any litigation shall be in Weld County.

Section 12.2 Binding Effect/Non-Assignability. FIRESTONE and CONTRACTOR each binds itself, its successors, and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

Section 12.3 Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

Section 12.4 Notice and Communications. Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized for notice required to be given under this Agreement. Facsimile and e-mail addresses are provided for convenience only. However, copies of mailed or hand-delivered notices may be sent to the parties via e-mail or facsimile.

FIRESTONE:

Town of Firestone
151 Grant Avenue
Firestone, Colorado 80520
Attn: Todd Bjerkaas
Telephone: 303-531-6258
E-mail: tbjerkaas@firestoneco.gov

CONTRACTOR:

Bishop Layton Inc.
dba Design Concepts
211 North Public Road
Suite 200
Lafayette, CO 80026
Attn: Shanen Weber
Telephone: 303-664-5301
E-mail: ShanenW@dcla

Section 12.5 Counterparts. This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 12.6 No Third Party Benefit. This Agreement is between FIRESTONE and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

Section 12.7 Severability. If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

Section 12.8 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 12.9 Default/Attorney's Fees. In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

Section 12.10 No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by FIRESTONE shall not constitute a waiver of any of the other terms or obligations of this Agreement.

Section 12.11 Colorado Governmental Immunity Act. The parties hereto understand and agree that FIRESTONE is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., as may be amended, or those otherwise available to FIRESTONE, its officers, or its employees.

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

TOWN OF FIRESTONE

ATTEST:

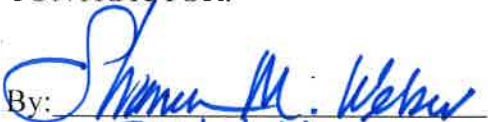
By: _____
Name: _____
Title: _____

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONTRACTOR:

By: 
Name: Sharon M. Weber
Title: Principal

SCHEDULE A

Attached to and made a part of the Agreement between the TOWN of FIRESTONE
and Bishop Layton Inc dba Design Concepts.



DESIGN CONCEPTS

Community + Landscape Architects

July 26, 2019

Todd Bjerkaas
Director of Planning and Development
Town of Firestone, Colorado

Re: Two Hunters Park

Dear Todd:

Thank you for giving us this opportunity to provide Landscape Architectural Services for Two Hunters Park located in Firestone, Colorado. After review of the design and progress set to date, Design Concepts is eager to assist the Town in completing the design and construction documents of this project and ultimately see the park constructed.

Our understanding and project scope includes completing and providing a thorough and qualitative construction bid set for Two Hunters Park and administering the project through installation. Design Concepts will review the approximate 75% construction drawing set dated December 7, 2018 (completed by a previous consultant team) and pick up where left off with some minor revisions and refinement to the overall park design based on client and family feedback. Although labeled as a 75% CD set, the current state of the project is really at a 50% CD set with incomplete design details, electrical and structural engineering progress, project specifications and general sheet layout and organization.

The goal is to complete the bid set drawings by fall of 2019 with construction beginning soon after and completion of construction by April of 2020.

In assisting with the completion of this project, our design team will include:

- Ackerman Engineering – Electrical engineering
- Anthem Structural Engineers - Structural engineering

Design Concepts will utilize the existing site survey performed by Civil Arts.

We would like to offer the following proposal for our services:

Basic Services

REFINED SITE PLAN

Based upon Town staff, client and family input, we will refine the site plan and design details to properly align with the overall vision of the park and client expectations.

We will provide the following services:

Task #1 - Project Kick-off: - [Complete](#)

- Kick-Off Meeting – Scope and budget discussion, preliminary scheduling, set document deadlines, discuss review process
- Site visit – inventory of existing site conditions, context of site, views and site drainage
- Data collection/review – base mapping, site survey, soils, previous design/plans
- Progress Updates with Client - As needed, via phone, email, Go-to meetings
- Design Concepts' team coordination meetings and correspondence

Task #2 - Design Development – refine existing design:

Based upon Town staff and client input, we will refine the existing site plan, landscape plan, design details for Town and client review.

- Refine the details of the plaza spaces
- Revise some design details with correct information
- Redesign the two park entry features
- Redesign the park sign
- Refine and simplify the landscape plan
- Update and revise cost estimate
- Prepare preliminary specifications
- Review meeting with Town staff and client to discuss refined plans
- Progress Updates with Town staff - As needed, via phone, email
- Design Concepts' team coordination meetings and correspondence

Task #3 - Construction Documents

Based upon project refinement as described above, we will complete details and revise the construction documents to date. We have assumed that no significant changes will be made after approval of the refined design development drawings. Submittals will be at approximately 90% and Bid Set completion levels.

We will:

- Revise site design with layout and detail for the plazas, seat walls, walks, pedestrian connections, entry features, shade structures, park sign, fencing, etc.
- Revise the demolition plan
- Review, revise and amend the grading plan as necessary
- Revise and simplify the landscape plan

- Review, revise and amend irrigation plans and details based on connection to existing domestic line.
- Provide structural plans
- Provide electrical plans
- Prepare a final cost estimate
- Provide technical specifications for bidding.
- Attend review meetings with the Town staff and client for presentation and input on design at 90% CD set
- Document design responses, comments, input and priorities throughout the process.
- Progress Updates with Client - As needed, via phone, email
- Design Concepts' team coordination meetings and correspondence.

Task #4 - Bidding

This phase is for construction bidding activities.

- Answer all Town and contractor questions in form of addenda
- Attend a pre-bid meeting
- Assist with reviewing bids and selection of contractor

Task #5 - Services During Construction

This phase is for continued site services during construction.

Attend/facilitate a pre-construction meeting

- Attend/facilitate a pre-construction meeting
- Site visits (up to 8 visits with reports)
- Prepare site observation reports within 3 working days of site visit
- Review shop drawings
- Review pricing for change orders
- Respond to requests for information
- Prepare punch list at site work completion and one post punch walk through

Task #6 - As-Built Documentation/Record Drawings

This phase is for continued site services after construction.

- Prepare as-built drawings for project completion
- Electronic and reproducible copies are included

Proposed Timeline/Schedule

Work Items	Proposed Amount of Time Needed to Complete	Estimated Date
Task #1: Project Kickoff and Information Gathering -obtain base mapping	2 weeks	July 2019 - complete
Task #2: Design Development refinement -review meetings	4 weeks	August 2019
Task #3: Construction Documents -90% CD submittal -Bid Set submittal	8 weeks	September - October 2019
Task #4: Bidding -addenda -pre-bid meeting -select contractor/contracts	4 weeks	November - 2019
Task #5: Construction Administration -pre-construction meeting -site observation visits	20 weeks	December 2019 – April 2020
Task #6: As-Built Documentation	1 week	May 2020
Amount of Time Required for Final Completion:	9 months	July 2019 – April 2020

Billing

Invoicing will be monthly and will not exceed the total fee quoted for Basic Services plus any reimbursable expenses. No additional services will be billed unless authorized.

Reimbursable Expenses

Reimbursable items include delivery, printing, reproduction and mileage are included within the Basic Services Fees.

Additional Services

Services not included in Basic Services listed above, but which may become necessary in the course of the project will be billed as Additional Services on an hourly basis as is in accordance with the attached Schedule of Fees. Such items include additional Town and client meetings, plan changes after bidding, design changes or additional design during construction, testing, and inspection. The Town of Firestone will be notified when Additional Services are required, and an estimate provided prior to beginning work.

Contract Exclusions

Outside of design review meetings listed above, any Town of Firestone review submittals are not included in the Basic Services but is available as an additional service per Town's request.

Creation of Front end or Boilerplate specifications for bidding this project are not included in the Basic Services but is available as an additional service per Town's request. The assumption is the Town of Firestone will provide this documentation to be included in the Bid Set documents.

FEE PROPOSAL

Basic Services

Project Kick-off	\$ 2,240.00
Design Development refinement	\$ 13,000.00
Construction Documentation	\$ 26,115.00
Bidding	\$ 2,160.00
Construction Administration	\$ 8,920.00
Reimbursable Expenses	<u>\$ 700.00</u>

TOTAL BASE BID FEE

\$ 53,135.00

Again, thank you for reaching out inviting us to participate on this project. Design Concepts will provide substantial support as site planners and Landscape Architects for this site. We look forward to working on this rewarding project.

Please contact me if you would like to further discuss any of our proposed services and fees or need further clarification.

Very Truly Yours,



Shanen Weber, PLA, ASLA
Principal
shanen@dcla.net
August 9, 2019

Schedule of Fees

Landscape Architectural Services



January, 2019

The following schedule of fees is used by Design Concepts for billing purposes. These fees are in effect for all services rendered unless other terms have been negotiated.

Landscape Architecture + Design Fees

Principal Landscape Architect	\$160.00/hour
Senior Project Manager	\$130.00/hour
Project Manager	\$110.00/hour
Designer/Graphic Designer	\$100.00/hour
Administrative Staff	\$70.00/hour
Intern	\$55.00/hour

Transportation Expenses

Mileage	\$0.58/mile
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Reimbursement Costs

Postage, Shipping, Couriers	at cost
Prints, Reproductions, Scanning	at cost
Direct Expenses	at cost

Outside Consultants

Any consultants required to perform the work are charged at cost plus a 10% administrative fee.

Terms

Payment for services rendered is billed monthly on the fifth day or at the termination of the project. Payment is due within 15 days of billing date. Any portion of a billing not paid within 30 days of the billing date shall be considered delinquent and shall bear a delinquency charge of one and a half percent (1.5%) per month (annual percentage rate 18%) on the unpaid balance. Rates subject to change without notice.