



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

September 23, 2020

7:00 PM

Virtual Meeting

2 Park Avenue

Firestone, CO 80504

PRE-MEETING WORK SESSION 6:30 PM IN THE TRAINING ROOM

AGENDA FOR THE WORK SESSION IS A DISCUSSION OF THE REGULAR MEETING AGENDA BELOW

REGULAR MEETING 7:00 PM IN THE COURT ROOM

1. Access Information

1.a Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 09-23-2020 Board of Trustees Meeting

Time: Sep 23, 2020 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84083043357?pwd=cEZaMDhUZW5MT2tPVms0Y1NSRXFWQT09>

Meeting ID: 840 8304 3357

Passcode: 152560

One tap mobile

+12532158782,,84083043357#,,,,,0#,,152560# US (Tacoma)

+13462487799,,84083043357#,,,,,0#,,152560# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 840 8304 3357

Passcode: 152560

Find your local number: <https://us02web.zoom.us/j/kwOqD2QAv>

* 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 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

2. Call to Order & Roll Call

3. Pledge of Allegiance

4. Approval of Agenda

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

6. Consent Agenda

6.a. Approval of September 3, 2020 Special Meeting Minutes

6.b. Approval of September 9, 2020 Regular Meeting Minutes

6.c. Cancellation of November 11, 2020 Board of Trustees Regular Meeting

6.d. Cancellation of November 25, 2020 Board of Trustees Regular Meeting

6.e. Cancellation of December 23, 2020 Board of Trustees Regular Meeting

6.f. **Resolution 20-83:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING AND APPROVING A NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN SANITATION DISTRICT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT AND REMOVAL OF SANITARY SEWER LINES INCLUDING THE LINES UNDERGROUND AND SURFACE FACILITIES AND APPURTENANCES

7. Discussion/Action

7.a. **Resolution 20-85:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ISSUING A NOTICE OF AWARD TO HUDICK EXCAVATING, INC., REGARDING CONSTRUCTION SERVICES FOR THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT

7.b. **Resolution 20-86:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WENCK ASSOCIATES, INC., FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT

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

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

- 7.c. **Resolution 20-87:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN CESARE INC., AND THE TOWN OF FIRESTONE REGARDING GEOTECHNICAL ENGINEERING SERVICES FOR THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT
- 7.d. Planning & Zoning Commission Appointments
- 7.e. **Resolution 20-84:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VIA MOBILITY SERVICES FOR TRANSPORTATION SERVICES FOR ELIGIBLE TOWN RESIDENTS
- 7.f. **Resolution 20-88:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ISSUING A NOTICE OF AWARD TO WALSH CONSTRUCTION, INC., FOR CONSTRUCTION SERVICES FOR THE GOULD HORIZONTAL WELL
- 7.g. **Resolution 20-89:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING PART 2B CONSTRUCTION PHASE OF THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES, INC.'S ST VRAIN WATER TREATMENT PLANT PROJECT AGREEMENT
- 7.h. **Resolution 20-90:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE BOARD OF TRUSTEES ELECTRONIC COMMUNICATION INQUIRY POLICY
- 7.i. Budget Discussion - Water & Stormwater
- 8. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
- 9. **Reports**
 - 9.a. Staff
 - 9.a.i. August Monthly Financial Report
 - 9.b. Mayor
 - 9.c. Trustees

* 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.

10. Adjournment

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

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

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Consent Agenda

Meeting Date: September 23, 2020

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of September 3, 2020 Special Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of draft September 3, 2020 Special Meeting Minutes.

ALTERNATIVES

ATTACHMENTS

1. 09-03-2020 Board of Trustees Meeting Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Special Meeting
MINUTES
September 3, 2020

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Special Meeting on September 3, 2020, at 111 Richman Street, Black Hawk, Colorado. Mayor Sindelar called the meeting to order at 2:19 pm.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar
Mayor Pro-tem: Frank A. Jimenez
Trustees: Don Conyac
David Whelan
Samantha Meiring
Sean Doherty
Doug Sharp

Staff: **Present:** Jessica Koenig, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

3. Approval of Agenda

4. Executive Session

4.a. An executive session pursuant to C.R.S. 24-6-402(4)(f)(I) for a personnel matter regarding the contractual evaluation of the Town Manager.

Open: 2:20 pm Close: 3:41 pm

Staff to be present: AJ Kreiger, Town Manager; Bill Hayashi, Town Attorney

5. Adjournment

Introduced and Approved the 23rd of September, 2020.

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

DRAFT

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.b

Consent Agenda

Meeting Date: September 23, 2020

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of September 9, 2020 Regular Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of September 9, 2020 draft Regular Meeting minutes

ALTERNATIVES

ATTACHMENTS

1. 09-09-2020 Board of Trustees Meeting Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
September 9, 2020

1. Access Information

1.a. Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: September 9, 2020 Board of Trustees Meeting
Time: Sep 9, 2020 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81037394121?pwd=MkNJcVNMLzdUcVVDY0tIT2R1OWxlQT09>

Meeting ID: 810 3739 4121

Passcode: 716384

One tap mobile

+12532158782,,81037394121#,,,,,0#,,716384# US (Tacoma)

+13462487799,,81037394121#,,,,,0#,,716384# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 810 3739 4121

Passcode: 716384

Find your local number: <https://us02web.zoom.us/j/81037394121?pwd=MkNJcVNMLzdUcVVDY0tIT2R1OWxlQT09>

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on September 9, 2020, at the Police Department, 2 Park Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:04.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar
Mayor Pro-tem: Frank A. Jimenez
Trustees: Don Conyac
David Whelan
Sean Doherty

Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning; Marty Ostholhoff, Planning Manager; David Montgomery, Chief of Police; Jessica Koenig, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

3. Pledge of Allegiance

Mayor Sindelar led the pledge of allegiance.

4. Approval of Agenda

Motion by Trustee Whelan, **second** by Trustee Conyac, to Approve the Agenda

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

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

There was no one present that wished to give public comment.

6. Consent Agenda

Motion by Trustee Sharp, **second** by Mayor Pro Tem Jimenez, to Approve the Consent Agenda

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

6.a. Approval of August 26, 2020 Meeting Minutes

7. Presentation

7.a. Carbon Valley Help Center Update

8. Proclamation

8.a. A Proclamation Recognizing September 17 through 23, 2020, as Constitution Week

9. Land Development

9.a. **PUBLIC HEARING: Resolution 20-80:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED AT LOT 5, OAK MEADOWS VILLAGE MINOR PLAT

Mayor Sindelar opened the public hearing at 7:17 pm

Millissa Berry, Senior Planner, presented to the Board of Trustees.

Chris McGin of Circle K, presented to the Board of Trustees.

There was no one present that wished to give public comment.

Cory Steiner responded to Board questions regarding fuel tanks, fuel tank transportation access, traffic impacts, canopy materials, hours of operation, adequate space for larger vehicles, and anticipated date of opening.

Mayor Sindelar closed the public hearing 7:34 pm.

Motion by Trustee Sharp, **second** by Trustee Doherty, to Approve **PUBLIC HEARING: Resolution 20-80:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED AT LOT 5, OAK MEADOWS VILLAGE MINOR PLAT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

9.b. **PUBLIC HEARING: Ordinance 979:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, AND LOCATED WITHIN THE OAK MEADOWS PLANNED UNIT DEVELOPMENT FROM PUD RESIDENTIAL-B TO PUD RESIDENTIAL-C; AND APPROVING AN APPLICATION TO AMEND THE OAK MEADOWS PUD OUTLINE DEVELOPMENT PLAN TO ALLOW FOR RESIDENTIAL DEVELOPMENT

Mayor Sindelar opened the public hearing at 7:35 pm.

Millissa Berry, Senior Planner, presented to the Board of Trustees.

David Kasprzak of the FronTerra Group presented to the Board of Trustees.

There was no one present that wished to give public comment.

Mr. Kasprzak responded to Board questions regarding the fencing around the property.

Mayor Sindelar closed the public hearing at 7:53 pm.

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve **PUBLIC HEARING: Ordinance 979**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, AND LOCATED WITHIN THE OAK MEADOWS PLANNED UNIT DEVELOPMENT FROM PUD RESIDENTIAL-B TO PUD RESIDENTIAL-C; AND APPROVING AN APPLICATION TO AMEND THE OAK MEADOWS PUD OUTLINE DEVELOPMENT PLAN TO ALLOW FOR RESIDENTIAL DEVELOPMENT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

9.c. PUBLIC HEARING: Resolution 20-81: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN OAK MEADOWS TOWNHOMES FILING NO. 1; AND APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN OAK MEADOWS TOWNHOMES SUBDIVISION

Mayor Sindelar opened the public hearing at 7:54 pm.

Millissa Berry, Senior Planner, presented to the Board of Trustees.

David Kasprzak of the FronTerra Group, presented to the Board of Trustees.

There was no one present that wished to give public comment.

Mr. Kasprzak responded to Board questions regarding the modifications to the drain area and trails, impact to an existing well in production, and where the fence lines will be for the property. Mr. Kasprzak also responded to Board questions regarding tree requirements, the timeline for landscaping requirement, trail extension materials, parking, turnaround space, if the sidewalk that is ADA compliant, access to the Black Hills Energy site, and impacts to the trail.

Mayor Sindelar closed the public hearing at 8:41 pm.

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve **PUBLIC HEARING: Resolution 20-81**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING

THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN OAK MEADOWS TOWNHOMES FILING NO. 1; AND APPROVING A FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN OAK MEADOWS TOWNHOMES SUBDIVISION

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Frank Jimenez, Sean Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried

10. Discussion/Action

10.a. 2021 Budget Discussion

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

There was no one present that wished to give public comment.

12. Reports

12.a. Staff

AJ Krieger, Town Manager, reported that the cost of the construction for Town Hall has come down a few hundred thousand dollars from the anticipated cost. Mr. Krieger reported that the signage of an agreement was on pause until receipt of the notice to proceed from DOLA. Mr. Krieger reported that the ascetic elements of the new Town Hall would be covered at the September 16, 2020 Work Session. Mr. Krieger reported that a meeting had been set up with the Neighbors Point HOA on September 22, 2020, to review the concept park plan. Mr. Krieger reported that during the impact fee discussion, the Frederick-Firestone Fire District requested that the Board reassess the impact fee for the fire district.

12.b. Mayor

12.c. Trustees

Trustee Sharp reported that he had a wonderful time at the retreat. Trustee Sharp reported that he and Trustee Conyac had received an invite from Fredrick-Firestone Fire Protection District to participate in a community-driven strategic meeting on September 28, 2020.

Trustee Whelan reported that there had been some recent commentary online regarding the Town's vision. Trustee Whelan inquired if the Board would like to revisit the vision/mission statement at a future work session. The Board reached a consensus to address the vision/mission statement in January following the completion of the Central Park Master Plan.

13. Adjournment

Motion by Trustee Conyac, **second** by Trustee Sharp, to Adjourn, All in Favor, **Motion carried.**

Introduced and Approved the 23rd of September, 2020.

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

DRAFT

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.c

Consent Agenda

Meeting Date: September 23, 2020

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Cancellation of November 11, 2020 Board of Trustees Regular Meeting

SUMMARY

Cancellation of the November 11, 2020 Regular Board of Trustees meeting as Town Hall is closed on November 11, 2020, in observance of Veterans' Day.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.d

Consent Agenda

Meeting Date: September 23, 2020

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Cancellation of November 25, 2020 Board of Trustees Regular Meeting

SUMMARY

Cancellation of the November 25, 2020, Regular Board of Trustees meeting due to the date's proximity to Thanksgiving Day.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.e

Consent Agenda

Meeting Date: September 23, 2020

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Cancellation of December 23, 2020 Board of Trustees Regular Meeting

SUMMARY

Cancellation of the December 23, 2020 Regular Board of Trustees meeting due to the date's proximity to Christmas Day.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.f

Consent Agenda

Meeting Date: September 23, 2020

Initiated By: Matt Wiederspahn

Dept: Engineering - Town

AGENDA TITLE

Resolution 20-83: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING AND APPROVING A NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ST. VRAIN SANITATION DISTRICT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT AND REMOVAL OF SANITARY SEWER LINES INCLUDING THE LINES UNDERGROUND AND SURFACE FACILITIES AND APPURTENANCES

SUMMARY

The St. Vrain Sanitation District is currently designing a second sanitary sewer main in the Town owned Cottonwood Hollow open space running along the Godding Hollow drainage way. There are existing utility easements for this long contemplated additional utility main, but during design, it was determined that there were two small gaps between the various utility easements. This easement would cover one gap of 5 square feet and another gap of 172 square feet near the far north edge of Cottonwood Hollow Filing 2.

HISTORY AND PREVIOUS BOARD ACTION

N/A

RECOMMENDATION

Staff recommends the approval of Resolution 20-83.

ALTERNATIVES

ATTACHMENTS

1. Res. No. 20-83 St Vrain Sanitation Sewer Easement Agreement
2. FIRESTONE EASEMENT AGREEMENT (FINAL)
3. Easement Vicinity Map

FINANCIAL CONSIDERATIONS

N/A

RESOLUTION NO. 20-83

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, GRANTING AND APPROVING A NON-
EXCLUSIVE UTILITY EASEMENT AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND ST. VRAIN SANITATION DISTRICT FOR THE
CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT
AND REMOVAL OF SANITARY SEWER LINES INCLUDING THE LINES
UNDERGROUND AND SURFACE FACILITIES AND APPURTENANCES**

WHEREAS, the Town of Firestone ("Town") is the owner of certain real property located within the Town of Firestone as described in Exhibit A of the parties' Non-Exclusive Utility Easement Agreement"; and

WHEREAS, St. Vrain Sanitation District ("District") desires to install, operate and maintain sanitary sewer lines, including the lines surface facilities and appurtenances under and upon the property described in Exhibit A; and

WHEREAS, the Town is willing to grant the District a Non-Exclusive Utility Easement for its stated purposes subject to the terms and conditions set forth in a Non-Exclusive Utility Easement Agreement.

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

The Board of Trustees of the Town of Firestone hereby grants and approves a Non-Exclusive Easement Agreement between the Town of Firestone and St. Vrain Sanitation District in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of September, 2020, between the Town of Firestone; ("Grantor"); a Colorado statutory town and ST. VRAIN SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), whose legal address is 11307 Business Park Circle, Firestone, CO 80504,

FOR GOOD AND VALUABLE CONSIDERATION, as set forth in the parties Intergovernmental Agreement dated December 14, 2011 the receipt and sufficiency whereof are acknowledged, Grantor hereby grants to the District, its successors and assigns, a permanent non-exclusive right ("Easement") to occupy and use certain portions of Grantor's properties situated in Section 11, Township 2 North, Range 68 West of the 6th PM, Weld County, Colorado, (the "Property"), to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, operate and use one or more underground sanitary sewer lines, and all underground and surface facilities and appurtenances thereto, including surface manholes, of such size and capacity as necessary or required by the District, in, through, over, under, and across the Property, together with the right of ingress and egress over Grantor's adjacent real property for the purposes for which the above-mentioned rights are granted, including a Construction Easement as described herein.

The Easement hereby granted shall be as described and located across the above-described real property as follows: See attached **Exhibit "A"**.

IT IS HEREBY MUTUALLY COVENANTED AND AGREED by and between the parties as follows:

1. The District shall have and may exercise the right of ingress and egress in, to, over, through and across the Easement for any purpose needed for the full enjoyment of any other right of occupancy or use provided for and subject to the conditions set forth herein.
2. The Easement and rights granted to Grantee shall be non-exclusive and shall at all times and in all respects be subject to Grantor's rights, reserved herein, to use and enjoy the Property for any and all uses and purposes Grantor may elect, including but not limited to ingress and egress, trails and such other uses that do not interfere with the safety, operation, maintenance, repair and other duties or activities of Grantee as set forth regarding its use of the Property. Specifically Grantor shall neither cause, nor permit, the permanent parking or storage of goods or equipment, or the construction or placement of any structure or building, street light, power pole, yard light, within any part of the Easement which unreasonably interferes with the District's access to its facilities. Grantor shall neither cause nor permit the planting of any tree, the roots of which can be expected to extend more than the horizontal distance from the tree to the centerline of the sewer line.
3. All sewer pipelines installed within the Easement shall be laid not less than five (5) feet below the surface of the adjacent ground.
4. Grantor shall neither take nor permit any action which would cause the earth cover over

any pipeline within the Easement to be less than three (3) feet or more than ten (10) feet, measured vertically from the top of the pipeline.

5. After any construction or other operations by the District which disturb the surface of the Property, the District will restore the general surface of the ground, including paving and authorized appurtenances, as nearly as practicable to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate District facilities. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the District shall be removed from the Property at the sole expense of the District. For a period of one (1) year following disturbance of the surface of the Property by the District, the District will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the District. Seeding or sod replacement will be completed by the District as soon as is practical after completion of the installation and grading.

6. Grantor has the right to grant rights to other utilities (such as water, gas and electricity etc.) to utilize this Easement through and across the Easement granted herein, provided that public utilities which cross the District's lines shall cross at approximately right angles, and utilities which parallel the District's facilities shall not be located closer than ten (10) feet thereto.

7. If the District, by written instrument, releases and relinquishes its easement rights herein granted and ceases to use the same, all right, title and interest of the District hereunder shall cease and terminate, and the Grantor or its successors in title shall hold the Property, as the same may then be, free from the rights so released and relinquished and District shall at its sole expense upon Grantor's directive remove all underground and surface facilities installed by District. .

8. Grantor hereby warrants to Grantee that it is seized with fee title to the Property and there are no other parties with interest; and that Grantor has sole and exclusive authority to enter into this Agreement.

9. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto as it is the intent of the parties that the covenants in this Agreement are to run with the land.

10. This writing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this Agreement except upon a writing executed by both parties and any prior agreements, promises, negotiations or representations of the parties not expressly set forth in this Agreement shall be null and void.

11. This Agreement and all terms and provisions shall be governed by the laws of the State of Colorado and venue shall be in Weld County, State of Colorado.

12. If any part, condition or term of the Agreement shall be held invalid by a court of competent jurisdiction the remainder of the Agreement shall continue to be enforceable and govern this Agreement.

13. 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 Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

GRANTOR:
TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC, Town Clerk

William P. Hayashi, Town Attorney

By: _____
President
11307 Business Park Circle
Firestone, CO 80504

District Manager

District Legal Counsel

The foregoing instrument was acknowledged before me by _____, as President of St. Vrain Sanitation District, this _____ day of _____, 20____

Witness my hand and official seal.

Notary Public

EXHIBIT A (1 OF 2)
PROPERTY DESCRIPTION

Two parcels of land for easement purposes, being a part of Tract A, Cottonwood Hollow, Filing 2, recorded on January 1, 2008 as reception number 3532463 of the records of the Weld County Clerk and Recorder, located in Southwest Quarter (SW1/4) of Section Eleven (11), Township Two North (T.2N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M), County of Weld, State of Colorado, said strip of land being more particularly described as follows:

PARCEL A

COMMENCING at the Center Quarter Corner (C1/4) of said Section 11, and assuming the North line of said SW1/4 as bearing North 89°54'01" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2608.17 feet, with all other bearings contained herein relative thereto;

THENCE North 89°54'01" West along said North line a distance of 586.56 feet to the intersection of said North line with the Northerly line of that sanitary sewer easement for St. Vrain Sanitation District, recorded June 6, 1989 as reception number 2181781 of records of the Weld County Clerk and Recorder, and the **POINT OF BEGINNING**;

THENCE South 56°46'46" West along the Northerly line of said sanitary sewer easement a distance of 4.57 feet to a point on the Westerly line of said Tract A, said point herein referred to as **POINT A**;

THENCE North 00°06'33" East along the Westerly line of Tract A a distance of 2.51 to the Northwest corner of Tract A and to the North line of the SW1/4 of Section 11;

THENCE South 89°54'01" East along said North line a distance of 3.82 feet to the **POINT OF BEGINNING**;

Said described strip of land contains 5 sq. ft. or 0.000 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

PARCEL B

COMMENCING at aforesaid **POINT A**;

THENCE South 00°06'33" West along the Westerly line of said Tract A a distance of 32.91 feet to the Southerly line of that sanitary sewer easement for St. Vrain Sanitation District, recorded June 6, 1989 as reception number 2181781 of records of the Weld County Clerk and Recorder, and the **POINT OF BEGINNING**;

THENCE North 88°54'46" East along the Southerly line of said sanitary sewer easement a distance of 8.64 feet;

THENCE South 00°00'14" West a distance of 20.08 feet to said Westerly line of Tract A;

The following two courses and distances are along said Westerly line of Tract A:

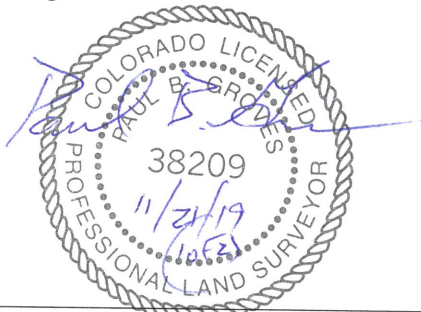
THENCE North 88°02'37" West a distance of 8.68 feet;

THENCE North 00°06'33" East a distance of 19.62 feet to the **POINT OF BEGINNING**;

Said described strip of land contains 172 sq. ft. or 0.004 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

I, Paul B. Groves, a Colorado Licensed Professional Land Surveyor, do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.

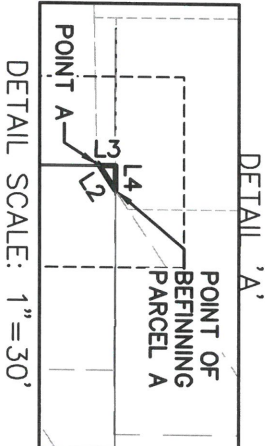
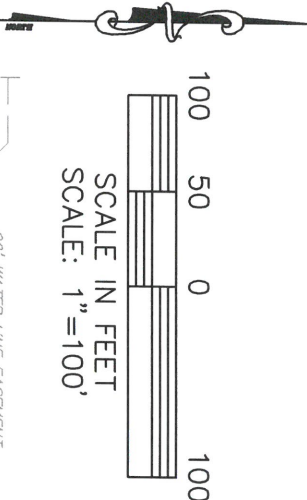
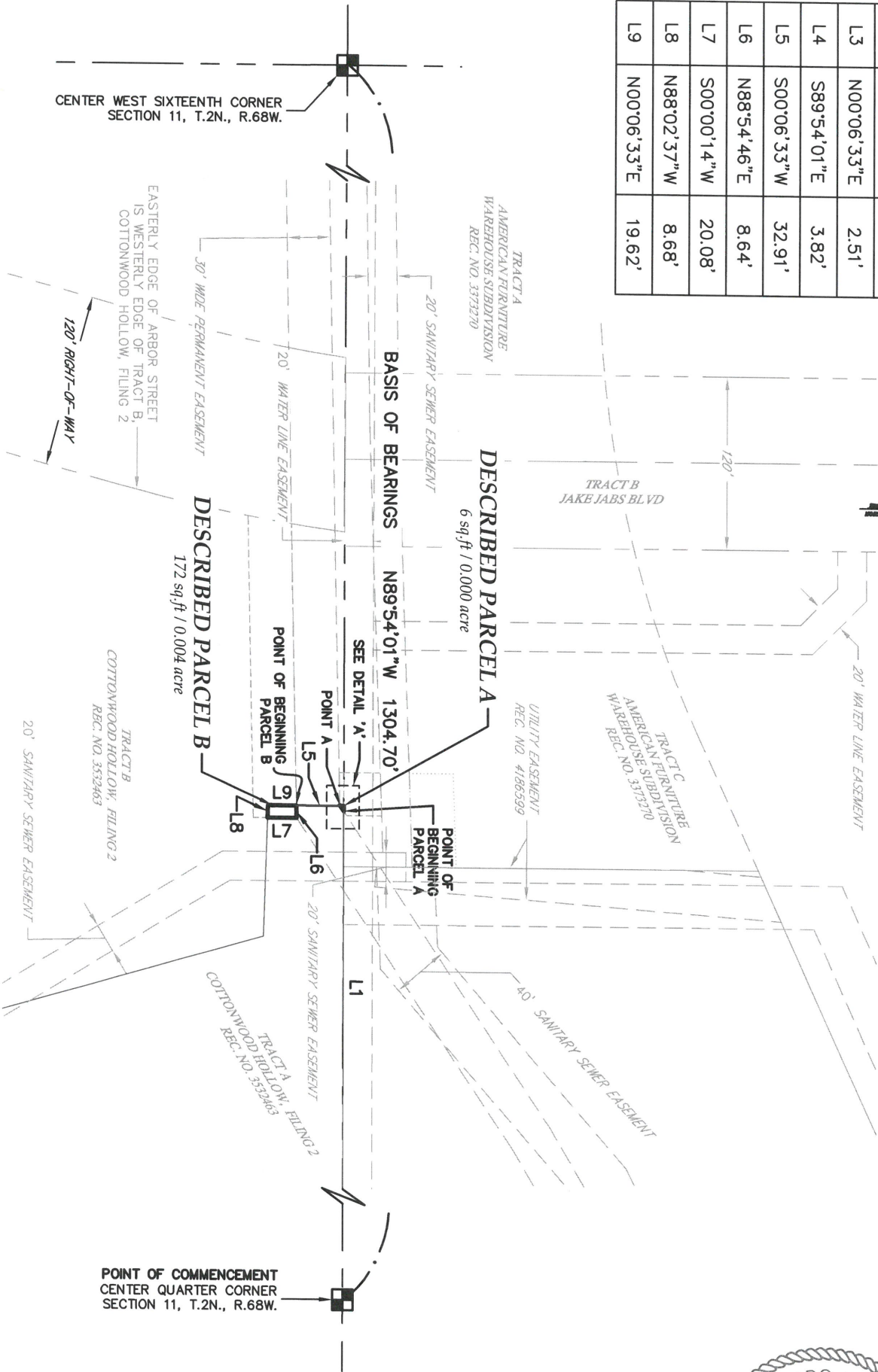


Paul B. Groves - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38209

KING SURVEYORS

650 East Garden Drive, Windsor, Colorado 80550
(970) 686-5011
JN: 20190312

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°54'01"W	586.56'
L2	S56°46'46"W	4.57'
L3	N00°06'33"E	2.51'
L4	S89°54'01"E	3.82'
L5	S00°06'33"W	32.91'
L6	N88°54'46"E	8.64'
L7	S00°00'14"W	20.08'
L8	N88°02'37"W	8.68'
L9	N00°06'33"E	19.62'



NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

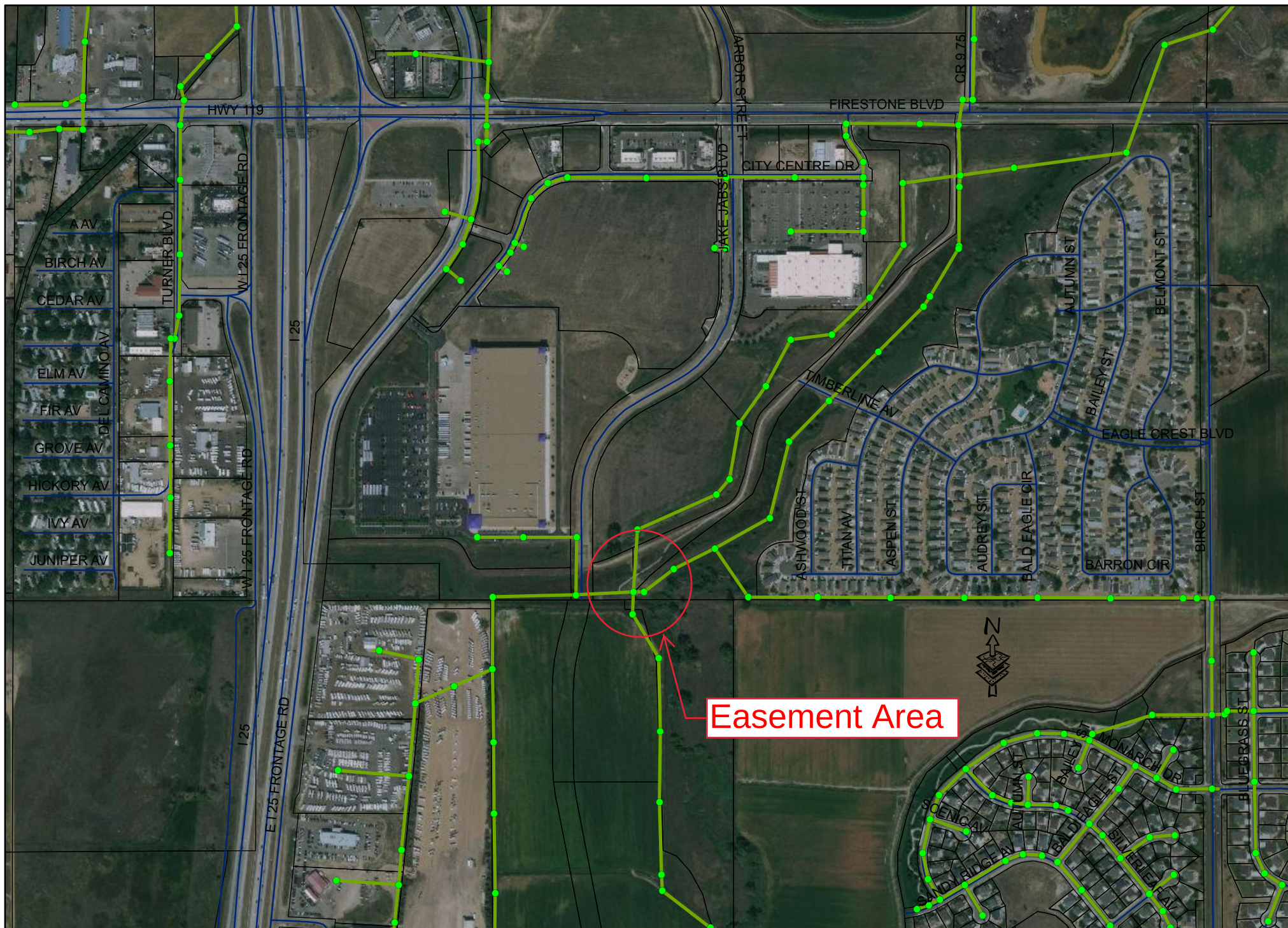
NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

Paul B. Groves - on behalf of King Surveyors
Colorado Registered Professional
Land Surveyor #38209



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20190312
DATE: 11/12/2019
CLIENT: CIVIL RESOURCES
DWG: 20190312EXH6
DRAWN: AMD **CHECKED:** PG



AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a

Discussion/Action

Meeting Date: September 23, 2020

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 20-85: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ISSUING A NOTICE OF AWARD TO HUDICK EXCAVATING, INC., REGARDING CONSTRUCTION SERVICES FOR THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT

SUMMARY

Firestone Reservoir No. 1 is a critical element of the Firestone 2020-2050 Water Action Plan. The facility will allow the Town to divert and store surface water that will be used to augment alluvial pumping and to deliver non-potable water to many of the Town's parks for irrigation. Staff has completed the bidding process for the construction of the improvements for Firestone Reservoir No. 1 that includes two pump stations, two irrigation ditch diversions, and a pipeline to convey return flows to the St. Vrain River. A resolution awarding the construction contract is presented to the Board for consideration and action.

HISTORY AND PREVIOUS BOARD ACTION

On October 12, 2016, the Board approved Ordinance 897, approving a Purchase and Exchange Agreement with LG Everist for the purchase of Reservoir No. 1.

On October 10, 2018, the Board approved a design services agreement with Acuity, LLC, for the design of the Firestone Reservoir No. 1 improvements.

On March 25, 2020, the Board approved Resolution 20-39, adopting the 2020-2050 Water Action Plan.

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 20-85 and authorize the Mayor and staff to execute the construction contract and proceed with the work.

ALTERNATIVES

The Board could direct staff to award to another bidder or to reject all of the bids.

ATTACHMENTS

1. Resolution 20-85-Hudick Excavating Award
2. HEI Civil NOTICE OF AWARD (2)
3. Project Site Plan
4. Recommendation of Award of Construction Contract
5. Bid Tabulation

FINANCIAL CONSIDERATIONS

The construction contract is for an amount not to exceed \$7,016,948.45. The entire construction project is currently estimated to be \$7,706,873.45 and will be paid from the Water Fund.

RESOLUTION NO. 20-85

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ISSUING A NOTICE OF AWARD TO HUDICK
EXCAVATING, INC., REGARDING CONSTRUCTION SERVICES FOR THE
FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY
INFRASTRUCTURE PROJECT**

WHEREAS, the Town of Firestone ("Town") is in need of construction services for the Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project, which tasks include construction of two pump stations, irrigation ditch diversions, return flow pipeline and associated system controls and appurtenances; and

WHEREAS, the Town requested bids for such work and has selected Hudick Excavating, Inc., as the lowest, responsive qualified bidder.

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

The Board of Trustees of the Town of Firestone hereby issues a Notice of Award to Hudick Excavating, Inc., for construction services for the Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project and authorizes the Mayor to execute the Notice of Award.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SECTION 00510
NOTICE OF AWARD

Date: September 14, 2020

Project: Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project	
Owner: Town of Firestone	Owner's Contract No.: W2020-9529
Contract: Construction Services	Engineer's Project No.: 5435-006
Bidder: Hudick Excavating Inc. dba HEI Civil	
Bidder's Address: 5460 Montana Vista Way, Castle Rock, CO 80108	

You are notified that your Bid dated September 4th, 2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project.

The Contract Price of your Contract is \$ 7,016,948.45
(seven million, sixteen thousand, nine hundred forty-eight dollars and forty-five cents)

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

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

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

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

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

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

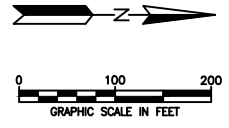
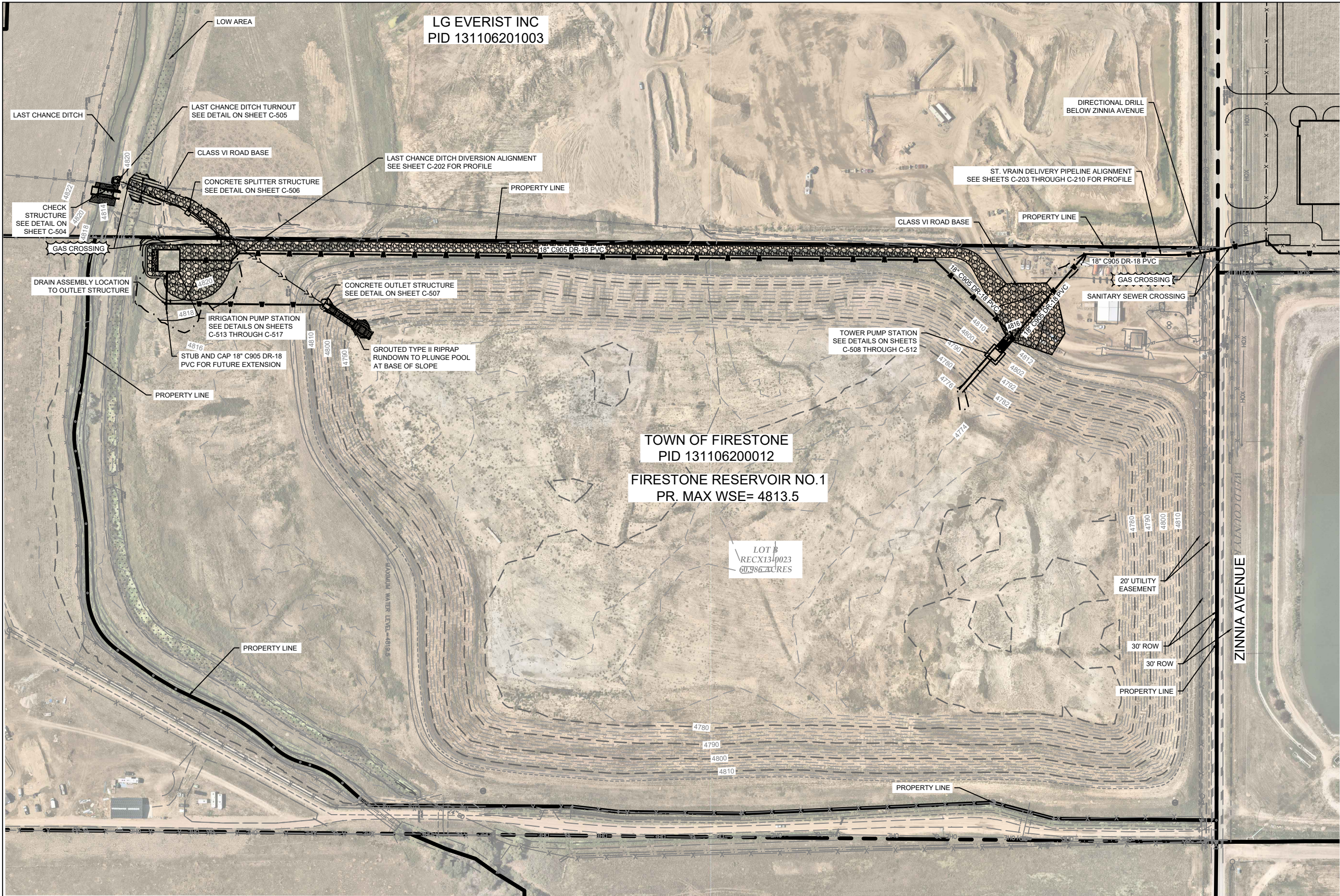
Owner: Town of Firestone

By: _____
Mayor

Copy to Engineer

1:10 PM
20 July 2020
Plot Date & Time:

\\10.16.3.44\drp\SSS\0006 Firestone\DESIGN\ACAD\PLANS\102 Site Plan - reservoir and st.vrain.dwg



NOTES:
1. 3-PHASE POWER TO PUMP STATION BY OTHERS

12	BID SET	JTP	MJK	07/17/20	SEAL
11	CONSTRUCTION	JTP	MJK	04/24/20	
10	100% SUBMITTAL	JTP	MJK	03/06/20	
9	90% SUBMITTAL	JTP	MJK	01/10/20	
8	REVISED PRELIMINARY PLANS	TJL	MJK	11/27/19	
7	REVISED PRELIMINARY PLANS	TJL	MJK	11/14/19	
6	REVISED PRELIMINARY PLANS	TJL	MJK	10/07/19	REV DATE
REV	REVISION DESCRIPTION	DWN	APP		

SUB CONSULTANT

WENCK ASSOCIATES

Responsive partner. Exceptional outcomes.

PRIME CONSULTANT

acuity, llc

PROJECT TITLE
FIRESTONE RESERVOIR NO.1

FIRESTONE COLORADO

SHEET TITLE				
FIRESTONE RESERVOIR NO. 1 SITE PLAN				
DWN BY JTP	CHK'D MJK	APP'D MJK	DWG DATE JULY 2020	REV NO. 12
PROJECT NO. B5435-0006		SCALE AS SHOWN		
SHEET NO. C-102				



TO: Ms. Julie Pasillas, Firestone Public Works Director

FROM: Dave Lindsay, Colorado Civil Group, Inc. *DL*

DATE: September 16, 2020

SUBJECT: Firestone Reservoir No. 1 Supply and Delivery Infrastructure Construction

CCG PROJECT No.: 0668.0000.02.C-022.07

TOWN PROJ. No.: W2020-9529

TOWN GL#: 80.55.800.8450.9521.000

This project was publicly advertised on Bid Net Direct. A mandatory pre-bid meeting was held on August 5, 2020 and was attended by 33 companies. On September 4, 2020 we held a bid opening and received 8 bids. During the bid evaluation process we rejected one bid as non-responsive and another bid was withdrawn with the consent of the Town. A complete bid tabulation is attached for your reference. The average bid was \$7,901,493.20. While the apparent low bidder is a very reputable construction company, their bid was significantly lower than the second low bid. After consultation with the Town that contractor decided to withdraw their bid, which the Town has agreed to.

I am recommending the Town award the construction contract to Hudick Excavating, Inc., dba HEI Civil, being the lowest responsive and qualified bidder. HEI has not worked directly for the Town but was the general contractor that completed all of the site grading and installed all of the public utilities for Barefoot Lakes Filing 1-3. In addition, HEI Civil worked for LG Everist on what is now the Reservoir No. 1 property completing reclamation work in and around the reservoir. HEI Civil has been in business since 1973. Two of the unique elements of this project are the excavation and restoration of the clay liner on the reservoir wall where the tower pump station will be installed and the installation of diversion/turnout structures in two irrigation ditches. HEI was able to demonstrate experience with both.

Below is the project budget information using the preliminary 2021 CIP costs. These costs are higher than the current 2020 CIP which was relying on a 75% complete design estimate.

DESCRIPTION	BUDGET	CONTRACT AMOUNT	CONTRACT to BUDGET DIFFERENCE
Reservoir No. 1 Construction	\$8,153,500.00	\$7,016,948.45	(\$1,136,551.55)
Materials Testing		\$94,450.00	\$94,450.00
Construction Engineering	\$456,600.00	\$377,075.00	(\$79,525.00)
Resident Engineer	\$218,400.00	\$218,400.00	\$0.00
Total Project	\$8,828,500.00	\$7,706,873.45	(\$1,121,626.55)

Bid Reconciliation Form
 PROJECT: FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE;
 BID NO: W2020-9529, TOWN OF FIRESTONE, COLORADO

														Bid Withdrawn		Bid Rejected									
Item No.	Description	Unit	Estimated Quantity	Engineers Est.		American Civil Constructors		ASLAN CONSTRUCTION		DIETZLER		ESCO		HEI		HPM		MEYERS & SONS		ZAK DIRT		AVERAGE			
				Estimated Unit Price	Estimated Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit	Bid Amount		
1	Mobilization	LS	LS	\$794,560.10	\$ 794,560.10	\$ 600,000.00	\$ 600,000.00	\$ 395,000.00	\$ 395,000.00	\$ 896,805.00	\$ 896,805.00	\$ 390,000.00	\$ 390,000.00	\$ 460,175.00	\$ 460,175.00	\$ 522,050.00	\$ 522,050.00	\$ 200,000.00	\$ 200,000.00	\$ 810,000.00	\$ 810,000.00	\$ 534,253.75	\$ 534,253.75		
2	Sedimentation Control	LS	LS	\$130,000.00	\$ 130,000.00	\$ 23,000.00	\$ 23,000.00	\$ 73,000.00	\$ 73,000.00	\$ 125,667.00	\$ 125,667.00	\$ 25,000.00	\$ 25,000.00	\$ 136,243.00	\$ 136,243.00	\$ 26,000.00	\$ 26,000.00	\$ 100,000.00	\$ 100,000.00	\$ 115,000.00	\$ 115,000.00	\$ 77,988.75	\$ 77,988.75		
3	Ditch Dewatering & Diversion	LS	LS	\$310,000.00	\$ 310,000.00	\$ 32,000.00	\$ 32,000.00	\$ 65,000.00	\$ 65,000.00	\$ 70,140.00	\$ 70,140.00	\$ 80,000.00	\$ 80,000.00	\$ 129,244.00	\$ 129,244.00	\$ 165,000.00	\$ 165,000.00	\$ 5,000.00	\$ 5,000.00	\$ 230,000.00	\$ 230,000.00	\$ 97,048.00	\$ 97,048.00		
4	Topsoil Stripping and Stockpiling	CY	440	\$10.00	\$ 4,400.00	\$ 16.00	\$ 7,040.00	\$ 8.80	\$ 3,872.00	\$ 23.00	\$ 10,120.00	\$ 10.00	\$ 4,400.00	\$ 21.00	\$ 9,240.00	\$ 6.00	\$ 2,640.00	\$ 21.00	\$ 9,240.00	\$ 4.20	\$ 1,848.00	\$ 13.75	\$ 6,050.00		
5	Topsoil Placement	CY	440	\$7.50	\$ 3,300.00	\$ 19.00	\$ 8,360.00	\$ 17.80	\$ 7,832.00	\$ 23.00	\$ 10,120.00	\$ 8.00	\$ 3,520.00	\$ 21.00	\$ 9,240.00	\$ 6.00	\$ 2,640.00	\$ 27.00	\$ 11,880.00	\$ 4.50	\$ 1,980.00	\$ 15.79	\$ 6,946.50		
6	Excavation – Rock	CY	275	\$75.00	\$ 20,625.00	\$ 35.00	\$ 9,625.00	\$ 77.00	\$ 21,175.00	\$ 65.00	\$ 17,875.00	\$ 46.00	\$ 12,650.00	\$ 47.00	\$ 12,925.00	\$ 36.00	\$ 9,900.00	\$ 62.00	\$ 17,050.00	\$ 35.00	\$ 9,625.00	\$ 50.38	\$ 13,853.13		
7	Reservoir Embankment Excavation	CY	13,250	\$7.00	\$ 92,750.00	\$ 24.00	\$ 318,000.00	\$ 7.10	\$ 94,075.00	\$ 30.00	\$ 397,500.00	\$ 6.00	\$ 79,500.00	\$ 6.55	\$ 86,787.50	\$ 6.30	\$ 83,475.00	\$ 27.00	\$ 357,750.00	\$ 5.00	\$ 66,250.00	\$ 13.99	\$ 185,417.19		
8	Reservoir Embankment Fill-Zone 1A	CY	8,195	\$18.00	\$ 147,510.00	\$ 48.00	\$ 393,360.00	\$ 13.00	\$ 106,535.00	\$ 35.00	\$ 286,825.00	\$ 16.00	\$ 131,120.00	\$ 13.90	\$ 113,910.50	\$ 9.40	\$ 77,033.00	\$ 41.00	\$ 335,995.00	\$ 14.50	\$ 118,827.50	\$ 23.85	\$ 195,450.75		
9	Reservoir Embankment Fill-Zone 1B	CY	4,671	\$16.00	\$ 74,736.00	\$ 47.00	\$ 219,537.00	\$ 13.00	\$ 60,723.00	\$ 35.00	\$ 163,485.00	\$ 15.00	\$ 70,065.00	\$ 13.90	\$ 64,926.90	\$ 9.40	\$ 43,907.40	\$ 42.00	\$ 196,162.80	\$ 17.00	\$ 79,407.00	\$ 24.04	\$ 112,279.16		
10	Reservoir Embankment Fill-Zone 2	CY	687	\$15.00	\$ 10,305.00	\$ 47.00	\$ 32,289.00	\$ 13.00	\$ 8,931.00	\$ 35.00	\$ 24,045.00	\$ 26.00	\$ 17,862.00	\$ 13.90	\$ 9,549.30	\$ 9.00	\$ 6,183.00	\$ 39.00	\$ 26,793.00	\$ 12.00	\$ 8,244.00	\$ 24.36	\$ 16,737.04		
11	Reservoir Leak Test	LS	LS	\$50,000.00	\$ 50,000.00	\$ 22,000.00	\$ 22,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,302.00	\$ 26,302.00	\$ 90,000.00	\$ 90,000.00	\$ 101,912.00	\$ 101,912.00	\$ 13,000.00	\$ 13,000.00	\$ 100,000.00	\$ 100,000.00	\$ 15,000.00	\$ 15,000.00	\$ 49,276.75	\$ 49,276.75		
12	Rural Ditch Diversion-Intake	LS	LS	\$71,000.00	\$ 71,000.00	\$ 69,000.00	\$ 69,000.00	\$ 67,000.00	\$ 67,000.00	\$ 214,489.00	\$ 214,489.00	\$ 140,000.00	\$ 140,000.00	\$ 64,980.00	\$ 64,980.00	\$ 57,000.00	\$ 57,000.00	\$ 111,100.00	\$ 111,100.00	\$ 95,000.00	\$ 95,000.00	\$ 102,321.13	\$ 102,321.13		
13	Rural Ditch Diversion-Pipeline	LF	73	\$175.00	\$ 12,775.00	\$ 330.00	\$ 24,090.00	\$ 345.00	\$ 25,185.00	\$ 530.00	\$ 38,690.00	\$ 350.00	\$ 25,550.00	\$ 484.00	\$ 35,332.00	\$ 265.00	\$ 19,345.00	\$ 330.00	\$ 24,090.00	\$ 350.00	\$ 25,550.00	\$ 373.00	\$ 27,229.00		
14	Rural Ditch Diversion-Outlet	LS	LS	\$43,000.00	\$ 43,000.00	\$ 41,000.00	\$ 41,000.00	\$ 42,350.00	\$ 42,350.00	\$ 38,625.00	\$ 38,625.00	\$ 47,000.00	\$ 47,000.00	\$ 41,630.00	\$ 41,630.00	\$ 40,600.00	\$ 40,600.00	\$ 51,000.00	\$ 51,000.00	\$ 45,000.00	\$ 45,000.00	\$ 43,425.63	\$ 43,425.63		
15	Last Chance Ditch Diversion-Check Structure	LS	LS	\$535,000.00	\$ 535,000.00	\$ 300,000.00	\$ 300,000.00	\$ 293,350.00	\$ 293,350.00	\$ 288,697.00	\$ 288,697.00	\$ 275,000.00	\$ 275,000.00	\$ 308,588.00	\$ 308,588.00	\$ 261,000.00	\$ 261,000.00	\$ 287,300.00	\$ 287,300.00	\$ 365,000.00	\$ 365,000.00	\$ 297,366.88	\$ 297,366.88		
16	Last Chance Ditch Diversion-Intake	LS	LS	\$86,000.00	\$ 86,000.00	\$ 100,000.00	\$ 100,000.00	\$ 124,250.00	\$ 124,250.00	\$ 105,432.00	\$ 105,432.00	\$ 138,000.00	\$ 138,000.00	\$ 83,925.00	\$ 83,925.00	\$ 93,000.00	\$ 93,000.00	\$ 125,000.00	\$ 125,000.00	\$ 195,000.00	\$ 195,000.00	\$ 120,575.88	\$ 120,575.88		
17	Last Chance Ditch Diversion-Splitter Structure	LS	LS	\$78,000.00	\$ 78,000.00	\$ 70,000.00	\$ 70,000.00	\$ 112,000.00	\$ 112,000.00	\$ 67,472.00	\$ 67,472.00	\$ 93,000.00	\$ 93,000.00	\$ 59,755.00	\$ 59,755.00	\$ 79,000.00	\$ 79,000.00	\$ 112,000.00	\$ 112,000.00	\$ 290,000.00	\$ 290,000.00	\$ 110,403.38	\$ 110,403.38		
18	Last Chance Ditch Diversion-Pipeline	LF	465	\$400.00	\$ 186,000.00	\$ 322.00	\$ 149,730.00	\$ 344.00	\$ 159,960.00	\$ 423.00	\$ 196,695.00	\$ 300.00	\$ 139,500.00	\$ 293.00	\$ 136,245.00	\$ 325.00	\$ 151,125.00	\$ 440.00	\$ 204,600.00	\$ 400.00	\$ 186,000.00	\$ 355.88	\$ 165,481.88		
19	Last Chance Ditch Diversion-Outlet Structure	LS	LS	\$60,000.00	\$ 60,000.00	\$ 25,500.00	\$ 25,500.00	\$ 49,650.00	\$ 49,650.00	\$ 44,874.00	\$ 44,874.00	\$ 53,000.00	\$ 53,000.00	\$ 22,545.00	\$ 22,545.00	\$ 35,000.00	\$ 35,000.00	\$ 55,000.00	\$ 55,000.00	\$ 48,000.00	\$ 48,000.00	\$ 41,696.13	\$ 41,696.13		
20	Grouted Riprap Rounddown	CY	65	\$225.00	\$ 14,625.00	\$ 300.00	\$ 19,500.00	\$ 459.00	\$ 29,835.00	\$ 285.00	\$ 18,325.00	\$ 400.00	\$ 26,000.00	\$ 460.00	\$ 30,000.00	\$ 165.00	\$ 10,725.00	\$ 700.00	\$ 45,500.00	\$ 300.00	\$ 19,500.00	\$ 401.13	\$ 26,073.13		
21	Tower Pump Station-Retaining Wall Concrete	CY	220	\$1,750.00	\$ 385,000.00	\$ 1,200.00	\$ 264,000.00	\$ 1,591.00	\$ 350,020.00	\$ 1,173.00	\$ 258,060.00	\$ 1,735.00	\$ 381,700.00	\$ 994.00	\$ 218,680.00	\$ 840.00	\$ 184,800.00	\$ 1,425.00	\$ 313,500.00	\$ 1,600.00	\$ 352,000.00	\$ 1,319.75	\$ 290,345.00		
22	Tower Pump Station-Sump	LS	LS	\$1,125,000.00	\$ 1,125,000.00	\$ 566,000.00	\$ 566,000.00	\$ 663,125.00	\$ 663,125.00	\$ 740,681.00	\$ 740,681.00	\$ 1,201,000.00	\$ 1,201,000.00	\$ 555,337.00	\$ 555,337.00	\$ 247,000.00	\$ 247,000.00	\$ 851,500.00	\$ 851,500.00	\$ 770,000.00	\$ 770,000.00	\$ 699,330.38	\$ 699,330.38		
23	Tower Pump Station-Building	LS	LS	\$210,000.00	\$ 210,000.00	\$ 266,000.00	\$ 266,000.00	\$ 237,300.00	\$ 237,300.00	\$ 293,994.00	\$ 293,994.00	\$ 450,000.00	\$ 450,000.00	\$ 93,777.00	\$ 93,777.00	\$ 111,000.00	\$ 111,000.00	\$ -	\$ -	\$ 255,000.00	\$ 255,000.00	\$ 243,867.29	\$ 243,867.29		
24	Tower Pump Station-Mechanical	LS	LS	\$790,000.00	\$ 790,000.00	\$ 725,000.00	\$ 725,000.00	\$ 910,600.00	\$ 910,600.00	\$ 1,000,080.00	\$ 1,000,080.00	\$ 266,000.00	\$ 266,000.00	\$ 1,225,761.00	\$ 1,225,761.00	\$ 546,000.00	\$ 546,000.00	\$ 890,000.00	\$ 890,000.00	\$ 795,000.00	\$ 795,000.00	\$ 794,805.13	\$ 794,805.13		
25	Tower Pump Station-Electrical and Instrumentation	LS	LS	\$387,500.00	\$ 387,500.00	\$ 426,000.00	\$ 426,000.00	\$ 490,700.00	\$ 490,700.00	\$ 649,049.00	\$ 649,049.00	\$ 383,000.00	\$ 383,000.00	\$ 148,955.00	\$ 148,955.00	\$ 360,000.00	\$ 360,000.00	\$ 500,000.00	\$ 500,000.00	\$ 650,000.00	\$ 650,000.00	\$ 450,963.00	\$ 450,963.00		
26	St. Vrain Delivery Pipeline	LF	3,425	\$105.00	\$ 359,625.00	\$ 130.00	\$ 445,250.00	\$ 135.40	\$ 463,745.00	\$ 168.00	\$ 575,400.00	\$ 125.00	\$ 428,125.00	\$ 127.00	\$ 437,850.00	\$ 120.00	\$ 411,000.00	\$ 165.00	\$ 565,125.00	\$ 105.00	\$ 359,625.00	\$ 133.80	\$ 458,265.00		
27	Directional Drilling	LF	190	\$310.00	\$ 58,900.00	\$ 400.00	\$ 76,000.00	\$ 1,071.00	\$ 203,490.00	\$ 725.00	\$ 137,750.00	\$ 620.00	\$ 117,800.00	\$ 680.00	\$ 129,200.00	\$ 258.00	\$ 49,020.00	\$ 400.00	\$ 76,000.00	\$ 425.00	\$ 80,750.00	\$ 572.38	\$ 108,751.25		
28	Air/Vacuum Manholes	EA	1	\$12,500.00	\$ 12,500.00	\$ 14,500.00	\$ 14,500.00	\$ 13,150.00	\$ 13,150.00	\$ 17,886.00	\$ 17,886.00	\$ 16,000.00	\$ 16,000.00	\$ 15,818.00	\$ 15,818.00	\$ 11,500.00	\$ 11,500.00	\$ 8,500.00	\$ 8,500.00	\$ 17,000.00	\$ 17,000.00	\$ 14,295.50	\$ 14,295.50		
29	St. Vrain Pipeline Drain Assembly	LS	LS	\$7,500.00	\$ 7,500.00	\$ 13,700.00	\$ 13,700.00	\$ 19,650.00	\$ 19,650.00	\$ 21,042.00	\$ 21,042.00	\$ 17,000.00	\$ 17,000.00	\$ 14,920.00	\$ 14,920.00	\$ 12,000.00	\$ 12,000.00	\$ 18,500.00	\$ 18,500.00	\$ 19,000.00	\$ 19,000.00	\$ 16,976.50	\$ 16,976.50		
30	St. Vrain Pipeline Metering Vault	LS	LS	\$125,000.00	\$ 125,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 149,275.00	\$ 84,257.00	\$ 84,257.00	\$ 190,000.00	\$ 190,000.00	\$ 125,000.00	\$ 125,000.00	\$ 72,700.00	\$ 72,700.00	\$ 200,000.00	\$ 200,000.00	\$ 125,000.00	\$ 125,000.00	\$ 124,404.00	\$ 124,404.00		
31	St. Vrain Pipeline Outlet Structure	LS	LS	\$65,000.00	\$ 65,000.00	\$ 19,000.00	\$ 19,000.00	\$ 25,450.00	\$ 25,450.00	\$ 15,546.00	\$ 15,546.00	\$ 33,000.00	\$ 33,000.00	\$ 16,000.00	\$ 16,000.00	\$ 20,000.00	\$ 20,000.00	\$ 43,200.00	\$ 43,200.00	\$ 75,000.00	\$ 75,000.00	\$ 30,899.50	\$ 30,899.50		
32	Irrigation Delivery Pipeline	LF	1,840	\$105.00	\$ 193,200.00	\$ 121.00	\$ 222,640.00	\$ 122.50	\$ 225,400.00	\$ 152.00	\$ 279,680.00	\$ 110.00	\$ 202,400.00	\$ 99.00	\$ 182,160.00	\$ 109.00	\$ 200,560.00	\$ 185.00	\$ 340,400.00	\$ 105.00	\$ 193,200.00	\$ 125.44	\$ 230,805.00		
33	Irrigation Pump Station-Sump	LS	LS	\$289,000.00	\$ 289,000.00	\$ 383,000.00	\$ 383,000.00	\$ 495,260.00	\$ 495,260.00	\$ 442,778.00	\$ 442,778.00	\$ 299,000.00	\$ 299,000.00	\$ 355,855.00	\$ 355,855.00	\$ 196,000.00	\$ 196,000.00	\$ 550,500.00	\$ 550,500.00	\$ 400,000.00	\$ 400,000.00	\$ 390,299.13	\$ 390,299.13		
34	Irrigation Pump Station-Building	LS																							

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.b

Discussion/Action

Meeting Date: September 23, 2020

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 20-86: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WENCK ASSOCIATES, INC., FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT

SUMMARY

Staff has negotiated a scope of services and fee with Wenck Associates, Inc. to provide construction engineering services for the Firestone Reservoir No. 1 project. Wenck was a critical part of the project design team and developed most of the construction plans and project manual documents. Wenck has been and continues to be a valuable member of the Town's water system improvements team. They are part of the Gould Alluvial Well design team and are currently designing the Phase 1 St. Vrain Water Treatment Plant Treated Water Delivery System.

HISTORY AND PREVIOUS BOARD ACTION

On October 12, 2016, the Board approved Ordinance 897, approving a Purchase and Exchange Agreement with LG Everist for the purchase of Reservoir No. 1.

On October 10, 2018, the Board approved a design services agreement with Acuity, LLC, for the design of the Firestone Reservoir No. 1 improvements.

On March 25, 2020, the Board approved Resolution 20-39, adopting the Firestone 2020-2050 Water Action Plan.

RECOMMENDATION

Staff recommends the Board of Trustees approves Resolution 20-86 and authorize the Mayor and staff to execute the agreement and proceed with the work.

ALTERNATIVES

The Board could direct staff to modify the terms of the agreement or to seek other proposals.

ATTACHMENTS

1. 20-86 Wenck Associates Inc Res Agreement
2. Wenck Reservoir 1 CE Agreement (2020.09.10)

FINANCIAL CONSIDERATIONS

The Wenck contract not to exceed amount is \$377,075.00. The total project is estimated to be \$7,706,873.45 and will be paid from the Water Fund.

RESOLUTION NO. 20-86

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND WENCK ASSOCIATES, INC., FOR
CONSTRUCTION MANAGEMENT SERVICES
FOR THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY
INFRASTRUCTURE PROJECT**

WHEREAS, the Town of Firestone ("Town") is in need of construction management services for the Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project ("Project"); and

WHEREAS, as Wenck Associates Inc., has been involved in the design of the Project it is uniquely well positioned to provide the Project's construction management services.

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

The Agreement between the Town of Firestone and Wenck Associates, Inc., for construction management services for the Reservoir No. 1 Supply and Delivery Infrastructure Project is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2020 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520 (the "Town"), and **Wenck Associates, Inc.**, a Minnesota corporation and an independent contractor with a principal place of business at **1800 Pioneer Creek Center, Maple Plain, MN 55359** ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **Firestone Reservoir No. 1 Supply and Delivery Infrastructure Construction Engineering (W2020-9533)**

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written 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 the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor on an hourly rate plus expenses not to exceed an amount of \$377,075.00. This amount is an estimate and is provided in **Exhibit B**, attached hereto and incorporated herein by this reference and includes all fees, costs and expenses that may be incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses without prior written

approval. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

If the Town reuses or makes any modification to Consultant's designs, documents or work product without the prior written authorization of Consultant, the Town agrees, to the fullest extent permitted by law, to release the Consultant, its officers, directors, employees and sub-consultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

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

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of

Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that

the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town 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 or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Mayor, Bobbi Sindelar

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

WENCK ASSOCIATES, INC.

By: _____

Print: _____

Title: _____

ATTEST:

DEPARTMENT PROGRAM AFFIDAVIT

To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program

I, _____, as a public contractor under contract with the Town of Firestone (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this ____ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Wenck will provide the following construction related Services for the Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project. Our scope assumes a **one-year construction process**, with part-time construction management and inspection provided throughout. Modifications to the construction schedule will affect our scope and budget.

Task 1 – Construction Management

Wenck shall complete the Construction Management tasks listed below. All work shall be performed by or supervised by a professional engineer licensed in the State of Colorado.

Work Products:

- A. Conduct a pre-construction conference. Prepare an agenda for the conference and prepare and distribute minutes. The pre-construction conference will include, but not be limited to, a discussion of the project startup, project schedule, staffing, submittals, processing payment applications, critical work sequencing, change orders, record documents, permit compliance and project safety.
- B. Review and comment on the Contractor's initial and updated construction schedule and advise the Town as to acceptability.
- C. Attend weekly progress meetings to review and discuss construction procedures and progress, scheduling, engineering management procedures, and other matters concerning the project.
- D. Review shop-drawings, submittals, work plans, and other data submitted by the Contractor as required by the construction Contract Documents. Engineers review shall be to assure conformity to the construction Contract Documents.
- E. Receive and review guarantees, tests and approvals which assembled by the Contractor in accordance with construction Contract documents.
- F. Interpret construction Contract documents when requested to do so by the Town or Contractor. Formally respond to any Requests for Information (RFI's).
- G. Give written notifications of observations regarding defects or deficiencies in the Contractor's work relating to compliance with drawings, specifications, and contract documents.
- H. Advise Contractor or its superintendent of the commencement of any work requiring shop drawing or sample submission if the drawing or submission has not been accepted.
- I. Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor. Said negotiation shall be subject to the prior approval of the Town.
- J. Review and process the Contractor's monthly payment requests, and forward to the Town when appropriate. Engineers review shall be for making a full independent mathematical check of the Contractor's payment request.

Task 2 – Field Observation

Wenck shall complete the Field Observation tasks listed below. All work shall be performed by or supervised by a professional engineer licensed in the State of Colorado.

Work Products:

- A. Staff the construction site part-time to observe progress of the work and administer the project.
- B. Conduct periodic onsite observations of the work to help determine if the work is proceeding in accordance with the construction contract documents.
- C. Monitor the changes in the apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site related utilities when such utilities are exposed) resulting from construction related activities during periodic inspections.
- D. Periodically observe materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies which do not conform to the construction contract documents.
- E. Periodically observe materials testing as required by the Contract Documents. This task assumes that material testing services will be provided by the Town's agent(s).
- F. Periodically observe field tests of equipment, structures, pipe and appurtenances and review the resulting testing reports to assure conformity with the contract specifications, informing the Town of results as appropriate.
- G. Report to the Town work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise whether the work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- H. Maintain a photograph and/or video file documenting periodic site visits and provide same to the Town upon project completion.
- I. Review and respond to Contractor claims for differing subsurface and physical conditions.
- J. Periodically observe on-site compaction density testing services during construction, and review test results for compliance with the plans and specifications.
- K. Assist with the issuance Field Orders or Work Change Directives as necessary to ensure conformance of work products with the overall design intent.

Task 3 –Project Closeout

Wenck shall complete the Project Closeout tasks listed below. All work shall be performed by or supervised by a professional engineer licensed in the State of Colorado.

Work Products:

- A. Provide qualified staff to assist the Town with startup and commissioning of the completed project.
- B. Upon substantial completion, observe the construction work and prepare a punch-list of the items to be completed or corrected before final acceptance of the project. Submit results of the inspection to the Contractor and the Town.
- C. Upon completion or correction of all items of work on the punch list, conduct a final observation to determine if the work is completed. Provide written recommendations to the Town concerning final payment, including a list of items, if any, to be completed prior to making such payment.
- D. As-Constructed Drawings:

Maintain a marked set of drawings and specifications based on personal observations and data provided by the Contractor. Upon completions of the project, revise the construction drawings and produce an As-Constructed set of Record Drawings. Submit 3 draft copies of the drawings to the Town for review. Provide a final electronic copy created in a supported version of AUTODESK/CIVIL 3D.
- E. Coordinate project closeout with relevant permitting agencies and project stakeholders including the Town of Firestone and Colorado State Engineer.
- F. Complete and submit a final construction report to the Town. Report shall detail overall construction activities, issues encountered and how issues were addressed, and any changes made during construction.
- G. Provide operation and maintenance manuals/data to the Town.
- H. Provide warranty inspection after warranty period is complete. Advise the Town of warranty items. Provide Notice to Contractor regarding warranty items.

EXHIBIT B
ESTIMATED COST OF SERVICES

The Wenck project team proposes a budget of \$377,075.00 be allocated for the baseline scope of services described in Tasks 1 through 3. Wenck will not exceed the authorized budget without obtaining written approval from the Town. Wenck shall bill on a Time and Materials basis per our 2020 Fee Schedule (attached). A summary of the estimated costs associated with the scope is included in **Table 2** below. A detailed breakdown is available upon request.

Table 2: Cost Estimate for Construction Management of Firestone Reservoir No. 1 Project

Task	Task Description	Fee
1	Construction Management	\$279,500.00
2	Field Observation	\$ 59,850.00
3	Project Close-Out	\$ 37,725.00
	Total	\$377,075.00

We made the following assumptions to develop our costs:

- Assumes 1-year schedule
 - 48 work weeks
- Assumes 5-day work week

WENCK WEST 2020 FEE SCHEDULE

Labor Category	Hourly Rate
Principal Scientist/Engineer	\$190.00
Project Manager	\$180.00
Senior Scientist/Engineer	\$155.00
Construction Manager	\$137.00
Project Engineer/Scientist	\$135.00
Senior Designer	\$110.00
Administration	\$95.00
Clerical	\$90.00
CADD/Technician I	\$80.00

Other Direct Costs

Rate

Mileage	\$0.65/mile or IRS rate as approved
Airfare.....	@ Cost
Per Diem (\$14-Breakfast, \$16-Lunch, \$26-Dinner)	\$56/day
Lodging (hotel).....	@ Cost
Lodging (rental house)	\$75/day
Computer/Plotter	\$75/day*
Black and White Copies	\$0.15/ea or @ Cost*
Color Copies.....	\$0.90/ea or @ Cost*
Transparent and Color Bond, Blue Lines.....	\$3.00/ea or @ Cost*
Waterproof Plots.....	\$3.00/ea or @ Cost*
Mylar's	\$15.00/ea or @ Cost*
Total Station and Data Recorder	\$100/day
ATV (4-wheeler)	\$125/day
Water Quality Meters (pH/S.C./Temp, Turbidity, TDS).....	\$50/day
Water Level Meter	\$35/day
1000 Foot Depth Sounder.....	\$35/day
Scintillometer.....	\$125/day
Flow/Discharge Meter.....	\$50/day
DH-48 Sediment Sampler	\$25/day
Sampling Pumps (peristaltic, submersible).....	\$75/day
Field Laptop/Computer	\$75/day
Micro R Meter.....	\$25/day
RTK Differential GPS Surveying Unit.....	\$500/day
Nuclear Density Testing	\$150/test
Acoustic Doppler Current Profiler	\$75/day
Consumables (lath, stakes, bailers, ice, baggies, etc.).....	@ Cost
Contract Services/Subcontractors	@ Cost
Outside Sourced Testing, Monitoring, and Rental Equipment	@ Cost
Outside Services**.....	@ Cost

Invoices are due upon presentation. Invoice balances not paid within thirty (30) days of invoice date are subject to 1-1/2% (18% annual) interest or finance charge.
Rates to be adjusted annually. Subcontracted services will be billed at cost.

* When a specific project allows, a Technology/Communication fee of 5% of total Wenck labor costs will be added to each invoice and these items will not be billed individually.

** Copies, transparencies, waterproof plots, mylars: Where a determination is made that it is cost effective to send work to outside services receipts will be provided.

Firestone CM Services: Final Fees 9-3-20

Wenck Labor										Use	
Item	Rate	Marcus Krall	Victor Anderson	Construction Manager	Acuity	Bates (Structural)	Esc (Electrical)	SCADA (LS)	TOTAL LABOR	Expenses	TOTAL PROJECT
Labor Hours		\$ 155.00	\$ 190.00	\$ 137.00	\$ 193.00						
1.0 Construction Management											
1.1 Pre-Con Mtg		8	4		4				16		
1.2 Weekly Coordination Mtgs		135	80		80				295		
1.3 Submittals		120	16		40	\$ 40,000.00	\$ 7,500.00		176		
1.4 Change Management		60	16		40				116		
1.5 RFIs/Clarifications/Coordination		60	16		60				136		
1.6 Pay Apps		24	6		24				54		
1.7 Misc Coordination		208	52		120				380		
1.8 SCADA CO								\$ 12,700.00			
Subtotal (hrs)		615	190	0	368				1173		
Subtotal (\$)		\$ 95,325.00	\$ 36,100.00	\$ 0	\$ 71,024.00	\$ 40,000.00	\$ 7,500.00	\$ 12,700.00	\$ 262,649.00	\$ 16,844.95	\$ 279,500.0
2.0 Site Observation											
2.1 Daily RPR		0	0	416					416		
Subtotal (hrs)		0	0	416					416		
Subtotal (\$)		\$ 0	\$ 0	\$ 56,992.00					\$ 56,992.00	\$ 2,849.60	\$ 59,841.60
3.0 Project Close-Out											
3.1 Equipment Start-Up/Commissioning		24	8		8				32		
3.2 Punchlist		2	2	6	2				12		
3.2 Record Drawings		16	6	80	4				106		
3.3 O and M/Reporting		20	6		4				26		
3.4 Aftermarket Support/Warranty		24	8		8				32		
Subtotal (hrs)		86	30	86	26				202		
Subtotal (\$)		\$ 13,330.00	\$ 5,700.00	\$ 11,782.00	\$ 5,018.00				\$ 35,830.00	\$ 1,895.75	\$ 37,725.0
BUDGETARY COST		\$108,655	\$41,800	\$68,774	\$76,042	\$40,000	\$7,500	\$12,700	\$355,471	\$21,590	\$377,061

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.c

Discussion/Action

Meeting Date: September 23, 2020

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 20-87: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN CESARE INC., AND THE TOWN OF FIRESTONE REGARDING GEOTECHNICAL ENGINEERING SERVICES FOR THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT

SUMMARY

Staff has negotiated a scope of services and fee with Cesare, Inc. to provide materials testing and geotechnical engineering services as part of the Reservoir No. 1 construction project. Cesare was also a part of the design team for the project and has been providing most of the Town's geotechnical engineering services for the past several years.

HISTORY AND PREVIOUS BOARD ACTION

On October 12, 2016, the Board approved Ordinance 897, approving a Purchase and Exchange Agreement with LG Everist for the purchase of Reservoir No. 1.

On October 10, 2018, the Board approved a design services agreement with Acuity, LLC, for the design of the Firestone Reservoir No. 1 improvements.

On March 25, 2020, the Board approved Resolution 20-39, adopting the 2020-2050 Water Action Plan.

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 20-87 and authorize the Mayor and staff to execute the contract and begin the work.

ALTERNATIVES

The Board could direct staff to modify the terms of the agreement or to seek proposals from other firms.

ATTACHMENTS

1. 20-87 Cesare Inc Res Agreement
2. Cesare Reservoir 1 Geotech Agreement (2020.09.10)

FINANCIAL CONSIDERATIONS

The Cesare contract not to exceed amount is \$94,450.00. The entire project estimate is \$7,706,873.45 and will be paid from the Water Fund.

RESOLUTION NO. 20-87

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN
CESARE INC AND THE TOWN OF FIRESTONE REGARDING
GEOTECHNICAL ENGINEERING SERVICES FOR THE FIRESTONE
RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT**

WHEREAS, the Town of Firestone (“Town”) is in need of geotechnical engineering services for the Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project (Project”); and

WHEREAS, as Cesare Inc., has been involved in the design of the Project it is uniquely well positioned to provide the Project’s geotechnical engineering services.

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

The Agreement between the Town of Firestone and Cesare, Inc., for geotechnical engineering services for the Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2020 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520 (the "Town"), and **Cesare, Inc.**, a Colorado corporation and an independent contractor with a principal place of business at **7108 South Alton Way, Building B, Centennial, CO 80112** ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **Firestone Reservoir No. 1 Supply and Delivery Infrastructure Geotechnical Engineering (W2020-9534)**

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written 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 the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor on an hourly rate plus expenses not to exceed an amount of \$94,450.00. This amount is an estimate and includes all fees, costs and expenses that may be incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses without prior written approval. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

If the Town reuses or makes any modification to Consultant's designs, documents or work product without the prior written authorization of Consultant, the Town agrees, to the fullest extent permitted by law, to release the Consultant, its officers, directors, employees and sub-consultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

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

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town 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 or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CESARE, INC.

By: _____

Print: _____

Title: _____

ATTEST:

Print Name: _____

DEPARTMENT PROGRAM AFFIDAVIT

To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program

I, _____, as a public contractor under contract with the Town of Firestone (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this ____ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES



July 7, 2020

Mr. David B. Lindsay, PE
Colorado Civil Group, Inc.
2204 Hoffman Drive
Loveland, CO 80538
dlindsay@ccginc.us

Subject: Proposed Construction Materials Testing Services
Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project
Town of Firestone, Colorado
Proposal No. F200610

Dear Mr. Lindsay:

Cesare, Inc. (Cesare) is pleased to submit this proposal for construction materials testing during construction of the Firestone Reservoir No. 1 in Firestone, Colorado. It is Cesare's understanding the work will be performed for the Town of Firestone (Client). The facility was designed by Acuity, LLC in a collaborative effort with Wenck Associates. A general contractor has not been selected. Geotechnical engineering to support the final design of the project and adjacent proposed Saint Vrain Water Treatment Plant was performed by Cesare, Inc., making our firm uniquely qualified to provide the requested services.

Cesare is a consulting engineering firm established in 1987 specializing in materials engineering, geology, geologic hazards, geotechnical engineering, forensic engineering and failure analysis, quality assurance/quality control (QA/QC), construction observation, and construction materials testing. Cesare's headquarters are in Centennial, Colorado. Cesare has offices in Frederick, Colorado to support our northern Colorado and Wyoming client needs, and one in Summit County to serve central and western Colorado. Cesare's main laboratory facility in Centennial, Colorado is nationally accredited and validated.

The "Cesare Team" consists of over 60 engineers, geologists, field/laboratory technicians, and support staff, is qualified and excited to satisfy the QA/QC requirements for the Saint Vrain Water Treatment Plant. Cesare is fully prepared and committed to focus the required resources to this project to complete all deliverables and participate in the extensive collaborative efforts, which will be necessary to successfully complete this project.

Based on information provided, Cesare understands services will be required on a part-time basis for the duration of the project for fill placement, cast-in-place concrete, dental concrete, utility and pipeline backfill, subgrade preparation, and road construction. The contractor's daily work schedule is currently unknown, but for the purposes of this proposal, Cesare assumes the contractor will work 8 hour days, 5 days per week, for an estimated duration of 12 months. The Saint Vrain WTP is anticipated to be in construction concurrently with Firestone Reservoir No. 1. It is very likely that

staffing efficiencies may be derived while covering the simultaneous projects. It is appropriate to treat the projects separately as they both will require full time testing and observation for significant intervals of time.

Based on Cesare's understanding the following program is proposed:

- Cesare will provide qualified engineering technicians with the necessary equipment to perform the specified testing for soil, aggregate, cast-in-place concrete, dental concrete and paving. If needed, an additional technician will be available at your request during times where simultaneous operations may demand broad coverage. Field equipment is captured in the hourly rate and includes, but may not be limited to, the nuclear densometer, vehicles, equipment to perform 1-point Proctor tests, sieves for gradation analysis, slump cone, air meter and cylinder molds.
- Firestone Reservoir No. 1 is primarily an earthwork construction project. Compaction testing of embankment, liner and utility backfill will be performed on a full-time basis during soil placement or as otherwise directed by the engineer. Soil samples will be collected periodically and when material changes are observed. Samples will be delivered to our laboratory for moisture density relationships and classification testing.
- During concrete placement, as per specification, sets of five cylinders will be molded once per each 8 hour day or every 100 cubic yards whichever is more frequent. Two cylinders will be tested at 7 days, two cylinders at 28 days and a hold cylinder will be reserved for a 56 day break or as requested by the engineer.
- Testing of concrete aggregates will be performed as directed by the engineer.
- Cesare will submit a weekly summary of testing in digital format. Test results will be delivered verbally at the time of testing.
- Mileage will be included in the hourly labor rate.
- A project manager and technical administrative staff will be assigned to provide necessary resources to field personnel, interface with the client, review the daily reports from the field technicians prior to final issuance to the client, etc.
- Upon completion of the project, a final summary report will be submitted presenting all field and laboratory test data including a substantial completion letter signed and stamped by a professional engineer registered in the State of Colorado.

Cesare proposes to provide the above services on a time and materials basis. As stated previously, with strong communication and coordination with the Saint Vrain WTP project, testing fees could be significantly reduced. If for unforeseen reasons, the project extends beyond September 30, 2021, the rates presented herein will escalate 3% and again 3% per year, effective January 1 of each calendar year thereafter. The following scope was developed after discussions with Mr. Lindsay, review of the design documents prepared by Acuity and Wenck Associates and the tentative construction schedule discussed.

Engineering Technician time

(4 hour minimum, per day, per technician)	1000 hours @ \$68/hour	\$68,000
Technician overtime (not anticipated)	0 hours @ \$91.80/hour	\$0

Offsite laboratory testing (Proctors, gradations, Atterberg, swell, etc.) (estimated \$1000/month)	12 months @ \$900/month	\$10,800
Concrete Compressive strength specimens	40 each @ \$15/each	\$600
Senior Project manager	85 hours @ \$135/hour	\$11,475
Administrative support	65 hours @ \$55/hour	\$3,575
Total Estimated Cost		\$94,450

It is important to note that Cesare makes every effort to scope projects in a way that minimizes the likelihood of substantial change orders. Assumptions have been made to arrive at the cost estimate shown above. Final costs are primarily a function of the construction schedule, duration, sequencing and efficiency of site operations.

Should the project extend beyond the anticipated 12 month schedule, the above rates can be used to forecast additional QA/QC costs. Consultation and unanticipated laboratory testing, if required, will be invoiced at the unit rates listed in our current schedule of fees, attached.

PROJECT SCHEDULING

Cesare requires a minimum 24 to 48 hours' notice for all testing and construction observation. All requests for services on weekend days must be scheduled by 3:00 PM on Thursday. All scheduling must be conducted through Cesare's assigned project manager or main office and not through field personnel unless other arrangements are made prior to Cesare rendering services. Should additional services be required outside this scope of service, they may be provided at the hourly rates listed in our current schedule of fees, only after Client's authorization in writing. Our proposal assumes a workday of 8 hours and a workweek of 40 hours. **Fees exceeding 8 hours per day or 40 hours per week and hours worked on weekends will include an Overtime Premium at a rate of 1.35 times the rates indicated in our schedule of fees. Hours worked on Cesare paid holidays will be invoiced at 2 times the standard rate indicated. A Night Shift Premium will be invoiced at the Standard Rate plus \$5 per hour (6 PM to 6 AM).**

Samples collected and subjected to testing, if any, will be disposed of after testing is completed. Samples not subjected to testing, if any, will be disposed of thirty (30) days after submittal of the report for which the samples were collected.

TERMS OF AGREEMENT

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

The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Cesare and that site and material conditions may vary. The data, tests, observations, interpretations, and recommendations made by Cesare are, therefore, based solely on the information available and obtained by Cesare. Cesare will be

responsible for those data, interpretations, and recommendations as indicated above, but shall not be responsible for the interpretations by others of the information developed. Cesare is not responsible for knowledge of previous studies on the subject property unless they are made available to Cesare and their review made part of this Agreement.

In performing services under this Agreement, Cesare shall be entitled to rely upon the accuracy and completeness of reports, plans, specifications, and recommendations prepared by other consultants retained by the Client and Cesare shall not be held liable for any actions, allegations, claims, or damages resulting from errors or omissions as a result of such reliance.

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

INVOICES

Invoices will be submitted monthly and on completion of services and are payable on receipt unless other arrangements have been made. Cesare reserves the right to apply an interest 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. Attorney's fees and other costs incurred in collecting delinquent amounts shall be paid by the Client.

PROPOSALS

Written technical proposals and engineering/consulting fee estimates are provided on request. Technical proposals and fee estimates are valid for sixty (60) days from the date of the proposal after which it is subject to review by Cesare. A revised proposal and fee estimate may be submitted.

RIGHT-OF-ENTRY

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

UTILITIES

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

JOBSITE SAFETY

Neither the professional activities of Cesare, nor the presence of Cesare or its employees, and/or subconsultants at the project site, shall relieve the Owner or Owner's representatives of its

obligations, duties, and responsibilities with any health and/or safety precautions required by any regulatory agencies. Cesare and its personnel have no authority to exercise any control over any other contractor, consultant, or their employees in connection with their work or any health and/or safety programs or procedures. The Client agrees that other contractors or consultants shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with other contractors or consultants.

OWNERSHIP OF DOCUMENTS

Unless otherwise agreed in writing, all documents and information prepared by Cesare in connection with the performance of its services, including, but not limited to, Cesare's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data, and other similar documents (collectively "Documents") are and shall remain the property of Cesare. Cesare has the right, in its sole discretion, to dispose of or retain the Documents. The Documents may be used by Client only in connection with completion of the subject project.

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

INDEMNIFICATION

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

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

MEDIATION

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

INSURANCE

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

LIMITATION OF LIABILITY

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

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

ACCRUAL OF CLAIMS

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

WAIVER OF CONSEQUENTIAL DAMAGES

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

TERMINATION

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

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

- Substantial failure by the other party to perform in accordance with the terms of this Agreement, including Client's failure to pay Cesare's invoices;

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

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

ASSIGNMENT AND TRANSFER

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

THIRD PARTY BENEFICIARIES

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

NON-SOLICITATION OF EMPLOYEES

Parties to this Agreement shall not either directly or indirectly solicit or hire the other party's employees during the term of this Agreement.

HAZARDOUS MATERIALS

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

Client agrees to notify Cesare about any known or suspected environmental conditions or hazardous materials that could impact the proposed scope of services. Cesare agrees to notify the Client if Cesare encounters any known or suspected hazardous materials. Should any known or suspected hazardous materials be discovered in the course of the performance of the services under this Agreement, such discovery shall constitute a changed condition. Cesare's scope of services and fee schedule will require amendment prior to proceeding or the Agreement may be terminated. Should the discovery of any known or suspected hazardous material require Cesare to take immediate measures to protect health and safety, Client agrees to compensate Cesare for all costs incidental to

taking such measures and for any equipment or replacement required. Client agrees to make any disclosure required by law to appropriate governmental agencies. Furthermore, Client agrees to defend, indemnify, and hold Cesare harmless from any and all liability arising from discovery by anyone of any known or suspected hazardous materials.

SEVERABILITY

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

APPLICABLE LAW

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

ENTIRE AGREEMENT

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

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

Sincerely,
CESARE, INC.



K.C. Vaughn, P.E.
Senior Principal

KCV/jkw

Agreed to this _____ day of _____, 20_____

Signature _____

Printed name _____

Title _____

Representing _____

Legal property description _____

Invoicing email address _____

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.d

Discussion/Action

Meeting Date: September 23, 2020

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Planning & Zoning Commission Appointments

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.e

Discussion/Action

Meeting Date: September 23, 2020

Initiated By: Raelynn Ferrera

Dept: Administration

AGENDA TITLE

Resolution 20-84: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VIA MOBILITY SERVICES FOR TRANSPORTATION SERVICES FOR ELIGIBLE TOWN RESIDENTS

SUMMARY

This agreement will allow the Town to partner with Via Mobility Services ("Via") to provide eligible residents with transportation options.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Staff recommends the approval of this resolution, authorizing Town staff to execute the contract and expend funds.

ALTERNATIVES

ATTACHMENTS

1. Via Mobility Services Transportation Res
2. Transportation Services Agreement w-VIA

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 20-84

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND VIA MOBILITY SERVICES FOR
TRANSPORTATION SERVICES FOR ELIGIBLE TOWN RESIDENTS**

WHEREAS, Via Mobility Services (“Via”) can provide transportation for residents of the Town of Firestone (“Town”) who are aged 60 or older or have a disability and are registered with Via Mobility Services; and

WHEREAS, Via will transport eligible residents to locations within the Town and certain areas outside of the Town as agreed upon by the Town and Via; and

WHEREAS, the Board of Trustees finds that Via’s service is of public benefit as it provides transportation services for those eligible residents in need of such services.

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

The Transportation Services Agreement between the Town of Firestone and Via Mobility Services 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 23rd day of September, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TRANSPORTATION SERVICES AGREEMENT

THIS TRANSPORTATION SERVICES AGREEMENT (the "Agreement") is made this _____ day of September, 2020, between Via Mobility Services ("Via"), a Colorado nonprofit corporation, and the Town of Firestone (the "Recipient"), a Statutory Town located in Weld County, State of Colorado.

WHEREAS, Via provides the transportation services described in Attachment A; and

WHEREAS, Recipient wants the transportation services described in Attachment A.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

- 1. TERM.** The term of this Agreement is from **September 24, 2020** through **December 31, 2021**, unless one of the parties terminates the Agreement prior to the end date, in which case, written notice of termination is required no less than fifteen (15) days prior to the proposed termination date.
- 2. SCOPE OF WORK.** Via will perform the transportation services in the service area described in the Scope of Work attached hereto as Attachment A. Via will also provide the personnel and management needed to carry out its performance.
- 3. PAYMENT.** In consideration for its services under this Agreement, Recipient must pay Via for its performance of the services described in Section 2 as follows:
 - A.** Recipient will pay Via a revenue rate of **\$80.00** per service hour for the term of this Agreement in accordance with the terms described in Amendment B.
- 4. RECIPIENT'S RESPONSIBILITIES.**
 - A.** Recipient's staff will work with Via's staff to promote the service to those who are eligible for the services under this Agreement through social media, websites, news releases, and direct contact (e.g. email and presentations).
 - B.** As soon as practicable, Recipient will notify Via of any events in the service area described in Attachment A that will impact Via's performance of services under this Agreement, including without limitation closures, observed holidays, inclement weather, or emergency situations.
- 5. INSURANCE.** Via agrees to procure and maintain, at its own cost, the policy or policies of insurance described below. Via will continuously maintain all coverages from the date of commencement of services under this Agreement.
 - A.** Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for each employee engaged in the performance of Work under this Agreement, and Employers' Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) for each accident, Five Hundred Thousand

Dollars (\$500,000) for each employee for disease.

B. Commercial General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including complete operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will contain a severability of interests provision.

C. Commercial Automobile Liability insurance with a minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence with respect to each of Via's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision. The policy will include coverage for uninsured/underinsured motorists.

6. INDEMNIFICATION. Via agrees to indemnify and hold harmless Recipient and its agents, officers, directors, employees, and volunteers (collectively "Indemnitees") from and against all damages, losses, liens, cause of action, judgment, expenses (including attorney's fees) and other claims of any nature (collectively "claims") by any person or entity, arising out of, caused by, or resulting from Via's performance under this agreement. This provision will survive the termination of this contract for any reason.

7. TERMINATION. Either party may terminate this Agreement upon providing fifteen (15) days written notice to the other party. Recipient will be responsible for paying Via for its performance up to the effective termination date.

8. INDEPENDENT CONTRACTOR. Via is an independent contractor, and Via's employees, agents, and representatives shall not be deemed Recipient's employees. Nothing in this Agreement shall be deemed to create a partnership, joint venture, employer/employee or other relationship with Recipient other than as a contracting party and independent contractor.

9. NON-DISCRIMINATION AND EQUAL OPPORTUNITY. Via operates its services, programs, and activities without regard to race, color, national origin (ancestry), religion (creed), gender, gender expression, age, disability, marital status, sexual orientation, military status, or any other status protected by local, state, or federal law. Via abides by the provisions of all applicable civil rights laws and regulations, including without limitation: Title VI of the Civil Rights Act of 1964; the Americans with Disabilities Act (ADA); and the Older Americans Act (OAA). In addition, Via is an equal opportunity employer and complies with all local, state, and federal law concerning equal employment opportunity, including without limitation Title VII of the Civil Rights Act of 1964.

10. IMMIGRATION STATUS OBLIGATIONS

A. Via 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 Via 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. Via 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 Via that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

C. Via shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) 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) Via 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 Via obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Via shall be required to:

1) Notify the subcontractor and Recipient within three days that the Via 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 Via 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) Via 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 amended from time to time.

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

11. MISCELLANEOUS.

A. Governing Law and Venue. This Agreement will be governed by the laws of State of Colorado, and any legal action concerning the provisions hereof must be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or waiver of any one or more defaults or breaches of this Agreement by either Recipient or Via will not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Via and Recipient, superseding all prior oral and written communications.

D. Notices. Any notice under this Agreement must be in writing, and shall be deemed sufficient when hand delivered or sent pre-paid, first class United States Mail, addressed as follows:

Via: Via Mobility Services
Attn: Frank W. Bruno, Chief Executive Officer
2855 N. 63rd Street
Boulder, Colorado 80026

Email: fbruno@viacolorado.org
Phone: 303-473-2881

Recipient: Town of Firestone
Attn: A.J. Krieger, Town Manager
151 Grant Avenue
Firestone, CO 80520

Email: akrieger@firestoneco.gov
Phone: 303-531-6255

E. Severability. If any provision of this Agreement is found by a court to be unlawful or unenforceable for any reason, the remaining provisions hereof will remain in full force and effect.

F. Assignment. Neither Via nor Recipient may assign or otherwise transfer this Agreement in whole or part without the prior written consent of the other party.

G. Amendments. This Agreement may only be amended or modified by a written instrument executed by both the Via and the Recipient.

H. Non-Waiver. Nothing herein shall be deemed a waiver of the immunities, rights, protections and limitations afforded Recipient in accordance with the Colorado Governmental Immunity Act C.R.S. 24-10- 101 et seq as same may be amended from time to time.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth above.

VIA MOBILITY SERVICES

By: _____
Frank W. Bruno, CEO

TOWN OF FIRESTONE

By: _____
A.J. Krieger, Town Manager

ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

ATTACHMENT A
STATEMENT OF WORK

- 1. TRANSPORTATION SERVICES.** The transportation services that are the subject of this Agreement (referred to as “Via paratransit services” or “VPT service(s)”) are defined as Via’s driver assisted, door-to-door transportation in a wheelchair-accessible vehicle for eligible residents that can be booked by phone to Via or through Via’s online portal and occurs within the service area.
- 2. ELIGIBLE RESIDENTS.** Eligible residents are defined as residents of the Town of Firestone and who (1) are aged 60 and older, or (2) adult residents of any age who have a disability, and (3) are registered with Via as VPT clients. The parties acknowledge that Via’s client registration process is based on an honor system, meaning that people may register for VPT services by phone with a Via employee, giving personal information about where they live, their ages, and disability status; Via accepts such information as true and does not verify it. The parties agree that this is an acceptable process for determining eligibility for receiving VPT services. In addition, Recipient may make its own assessment of an individual’s eligibility and advise Via that a particular Firestone resident is or is not eligible for VPT service and Via will decline service to that individual. The parties may re-define who is an eligible resident at any time by amending this Agreement.
- 3. SERVICE AREA.** The service area includes the town limits of Firestone and **those destinations outside of Firestone as set forth in Statement of Work Attachment A-1 which is included herein and made a part of this Agreement.** The parties may adjust the service area at any time by amending this Agreement.
- 4. SERVICE DAYS AND TIMES.** Via shall provide VPT service on the following days of the week at the following times:
 - (a) Mondays, Tuesday, and Wednesdays, unless a day falls on a federal holiday.
 - (b) 8 AM to 2 PM. The parties agree that Via may schedule rides to begin at either 8 AM or 2 PM, with the result that the beginning of the drive time could begin earlier than 8 AM and that a trip may be completed after 2 PM.

The parties may adjust the service days and times at any time by amending this Agreement.

- 5. VEHICLE(S).** Via will provide one wheelchair-accessible vehicle with the capacity for at least six passengers (including up to two passengers in wheelchairs) for the VPT services. Via may replace any vehicle it uses for the VPT service at any time with another vehicle of similar passenger capacity. The parties may change the number and/or passenger capacity of vehicles provided for the service at any time by amending this Agreement.

ATTACHMENT B

RATE(S) AND PAYMENT SCHEDULE

VPT Services

1. RATE PER SERVICE HOUR. The parties agree that Via will provide one driver per vehicle. The cost of the VPT service is \$80 per service hour for each bus used (see Attachment A). The service hour includes the time each driver assigned to the VPT service spends:

- (a) Performing the pre-trip vehicle inspection at the facility where the Via vehicle is parked overnight. In general, the vehicle will be kept overnight in Firestone, Dacono, or Frederick; but in some instances, the vehicle may have to be kept overnight for maintenance work at Via's main facility at 2855 N. 63rd Street, Boulder, CO 80301.
- (b) Driving the vehicle to the first scheduled pickup in the service area.
- (c) Taking agreed upon breaks during the VPT service hours, 30 minutes for every 4-8 hours worked.
- (d) Driving from the last drop-off of the day to the agreed upon overnight parking place, or if needed, to Via's main facility.
- (e) Performing the post-trip inspection of the vehicle.

2. INVOICING FOR VPT SERVICES. Via will invoice Recipient monthly. Invoices are payable within thirty (30) days of receipt.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.f

Discussion/Action

Meeting Date: September 23, 2020

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 20-88: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ISSUING A NOTICE OF AWARD TO WALSH CONSTRUCTION, INC., FOR CONSTRUCTION SERVICES FOR THE GOULD HORIZONTAL WELL

SUMMARY

Staff is ready to proceed with the next element of construction in the Gould Alluvial Well System with the installation of the Horizontal Well. The Horizontal Well will add to the production from the Vertical Wells to help us maximize the overall yield from this site. Staff has completed the bidding process for the construction of the Horizontal Well that includes the installation of the perforated well pipe and installation of the concrete wet well. A resolution awarding the construction contract is presented to the Board for consideration and action.

HISTORY AND PREVIOUS BOARD ACTION

On January 8, 2020, the Board approved Resolution 20-50, approving an engineering services contract with McGrane Water Engineering, LLC, for final design and construction services for the Gould Alluvial Well System.

On May 27, 2020, the Board approved Resolutions 20-58 and 20-59, awarding construction contracts for the drilling and pumping systems for three vertical alluvial wells on the Gould property.

RECOMMENDATION

Staff recommends the Board approve Resolution 20-88 and authorize the Mayor and staff to execute the construction contract and proceed with the work.

ALTERNATIVES

The Board could direct staff to award to another bidder or to reject all of the bids.

ATTACHMENTS

1. Resolution 20-88-Walsh Construction_Gould Horizontal Well
2. 00510 NOTICE OF AWARD_Walsh_Construction_Inc
3. Recommendation of Award of Construction Contract (H-Well Construction)
4. Bid Tab

FINANCIAL CONSIDERATIONS

The construction contract is for an amount not to exceed \$786,311.00 and will be paid from the Water Fund.

RESOLUTION NO. 20-88

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ISSUING A NOTICE OF AWARD TO WALSH
CONSTRUCTION, INC., FOR CONSTRUCTION SERVICES FOR THE GOULD
HORIZONTAL WELL**

WHEREAS, as the design work has been completed, the Town of Firestone ("Town) is in need of services to construct the Gould Horizontal Well; and

WHEREAS, the Town requested bids for such work and has selected Walsh Construction, Inc., as the lowest responsive qualified bidder.

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

The Board of Trustees of the Town of Firestone hereby issues a Notice of Award to Walsh Construction, Inc., for construction of the Gould Horizontal Well and authorizes the Mayor to execute the Notice of Award.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SECTION 00510
NOTICE OF AWARD

Date: September 23, 2020

Project: Firestone Horizontal Well Project

Owner: Town of Firestone

Owner's Contract No.: W2020-9531

Contract: Construction Services

Engineer's Project No.: Fire(H-well)

Bidder: Walsh Construction, Inc.

Bidder's Address: 8139 Open View Pt., Loveland, Co. 80537

You are notified that your Bid dated September 11, 2020
for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract
for the Firestone Horizontal Well Project.

The Contract Price of your Contract is \$ 786,311.00

Electronic copies of the proposed Contract Documents accompany this Notice of Award.

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

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

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

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

Owner: Town of Firestone

By: _____

Mayor

Copy to Engineer



TO: Ms. Julie Pasillas, Firestone Public Works Director

FROM: Dave Lindsay, Colorado Civil Group, Inc. 

DATE: September 17, 2020

SUBJECT: Gould Horizontal Well Construction

CCG PROJECT No.: 0668.0000.02.C-020.06

TOWN PROJ. No.: W2020-9531

TOWN GL#: 80.55.800.8450.9517.000

This project was publicly advertised on Bid Net Direct. A mandatory pre-bid meeting was held on August 25, 2020 and was attended by 8 companies. On September 11, 2020 we held a bid opening and received 5 bids. During the bid evaluation process we determined that all of the bids were responsive and qualified. The project was bid with one alternate that would be a deduction, if chosen, to shallow the horizontal pipe to avoid bedrock excavation. A complete bid tabulation is attached for your reference. The average base bid was \$902,191.30. The apparent low base bid was from Walsh Construction for \$786,311.00. The apparent low bid using the bid alternate was Mountain Constructors for \$769,830.00.

I am recommending the Town award the construction contract to Walsh Construction, Inc., being the lowest responsive and qualified bidder. The bid alternate we included was not a preferred design but we decided to include it in the event bids came in higher than expected. The additional depth of the perforated pipes into the bedrock give the horizontal well a slight hydraulic advantage and while the increased flow rate is not substantial, I believe that the small increase in the cost is worth it to maximize our use of use of the Gould site as an alluvial source.

When the Town approved the revised design for the alluvial well field to take advantage of the opportunity to install 3 vertical wells, MWE also updated their estimate of the project's construction costs. After the completion of the vertical wells the remaining construction budget for the project is \$1,416,000.00. With the award of the H-Well Construction contract to Walsh the Town will still have over \$600,000 remaining to complete the H-Well pumps and distribution pipe system portion of the project.



GOULD HORIZONTAL WELL CONSTRUCTION
BID TABULATION

Bid	Description	Unit	Quantity	Walsh Construction		
Item				Unit Cost	Total	% of Others
1	Mobilization and Demobilization – including permits, access roads, temp facilities, Engineer's Office, locates, bonds, survey, etc.	LS	1.00	\$ 75,000.00	\$ 75,000.00	160%
2	Sedimentation Control – furnish, install and remove, BMPs for erosion control	LS	1.00	\$ 10,000.00	\$ 10,000.00	77%
3	8' x 8' Pre-Cast Concrete Wet Well & Mud Mat Foundation Prep – bid item includes wet well design stamped by P.E., pre-cast wet well, solid 12" C-900 PVC (2 x 20'), adapters, fittings, 12" gate valves, valve boxes, valve extenders, concrete, excavation, prep, backfill, etc.	LS	1.00	\$ 130,776.00	\$ 130,776.00	89%
4	Dewatering to provide installation conditions necessary to protect horizontal well materials at all times. Keep bedding, backfill, piping and appurtenances free from silt, sedimentation, and plugging.	LS	1.00	\$ 180,000.00	\$ 180,000.00	94%
5	Clean Outs – includes solid 12" C-900 piping, 12" wye, water tight plugs, 16" casing, locking lid, bollards, adapters, fittings, and concrete pad.	EA	2.00	\$ 6,000.00	\$ 12,000.00	38%
6	Permanent Access Road and area around Wet Well	LS	1.00	\$ 3,500.00	\$ 3,500.00	32%
7	Road Base	TON	220.00	\$ 15.00	\$ 3,300.00	41%
8	Abandon West "Recharge" Trench and Restore to Surrounding Grade	LF	320.00	\$ 15.00	\$ 4,800.00	50%
9	Condition East "Recharge" Trench – remove ~3" from bottom of trench	LF	290.00	\$ 12.00	\$ 3,480.00	51%
10	Strip and Stockpile Topsoil	LF	320.00	\$ 50.00	\$ 16,000.00	186%
11	Trench Native Subsoil and stockpile	LF	320.00	\$ 80.00	\$ 25,600.00	64%
12	Remove and stockpile Aquifer material below soil zone	LF	320.00	\$ 80.00	\$ 25,600.00	34%
13	Rock Excavation	CY	195.00	\$ 40.00	\$ 7,800.00	51%
14	12-in Slotted Horizontal Well Pipe (2 x 200')	LF	400.00	\$ 30.00	\$ 12,000.00	37%
15	Zone 1 Backfill - Pea Gravel (min 5' deep – over slotted pipe)	LF	200.00	\$ 200.00	\$ 40,000.00	167%
16	Zone 2 Backfill Aquifer material	LF	240.00	\$ 200.00	\$ 48,000.00	59%
17	Zone 3 Backfill Native Fill	LF	320.00	\$ 140.00	\$ 44,800.00	172%
18	Zone 4 – ¾" Crushed Rock	LF	225.00	\$ 165.00	\$ 37,125.00	256%
19	Conduct 8-hr Step Test and 7 day (168 hr) Pumping Test	HR	176.00	\$ 315.00	\$ 55,440.00	106%
20	Well Video Survey	LS	1.00	\$ 4,000.00	\$ 4,000.00	126%
21	Well Cleaning & Chlorination	LS	1.00	\$ 18,000.00	\$ 18,000.00	140%
22	Place Topsoil	LF	240.00	\$ 30.00	\$ 7,200.00	125%
23	Site Restoration	AC	4.00	\$ 2,000.00	\$ 8,000.00	73%
24	Temporary Electrical Service	DAY	75.00	HRS \$ 50.00	\$ 3,750.00	10%
25	Provide On-Site Well Driller Supervision	HR	1	\$ 140.00	\$ 140.00	1%
26	Provide Submittals, Survey, As-Built's and Start-Up	LS	1.00	\$ 10,000.00	\$ 10,000.00	63%
TOTAL					\$ 786,311.00	
OPTION	Install pipe 2 ft higher (on bedrock surface) and reduce bedrock excavation and wet well depth a similar amount	LS	1	Reduction:	No bid	
Total With Option =					\$ 786,311.00	

Mountain			Conroy		
Unit Cost	Total	% of Others	Unit Cost	Total	
\$ 45,000.00	\$ 45,000.00	83%	\$ 60,000.00	\$ 60,000.00	
\$ 16,000.00	\$ 16,000.00	139%	\$ 8,600.00	\$ 8,600.00	
\$ 90,000.00	\$ 90,000.00	57%	\$ 164,760.00	\$ 164,760.00	
\$ 56,000.00	\$ 56,000.00	25%	\$ 303,000.00	\$ 303,000.00	
\$ 25,000.00	\$ 50,000.00	223%	\$ 8,150.00	\$ 16,300.00	
\$ 15,000.00	\$ 15,000.00	190%	\$ 8,360.00	\$ 8,360.00	
\$ 36.00	\$ 7,920.00	113%	\$ 30.00	\$ 6,600.00	
\$ 61.00	\$ 19,520.00	334%	\$ 15.00	\$ 4,800.00	
\$ 35.00	\$ 10,150.00	199%	\$ 15.00	\$ 4,350.00	
\$ 56.00	\$ 17,920.00	220%	\$ 20.00	\$ 6,400.00	
\$ 165.00	\$ 52,800.00	158%	\$ 82.00	\$ 26,240.00	
\$ 290.00	\$ 92,800.00	161%	\$ 82.00	\$ 26,240.00	
\$ 64.00	\$ 12,480.00	89%	\$ 125.00	\$ 24,375.00	
\$ 95.00	\$ 38,000.00	144%	\$ 50.00	\$ 20,000.00	
\$ 76.00	\$ 15,200.00	50%	\$ 186.00	\$ 37,200.00	
\$ 290.00	\$ 69,600.00	91%	\$ 168.00	\$ 40,320.00	
\$ 124.00	\$ 39,680.00	145%	\$ 63.00	\$ 20,160.00	
\$ 85.00	\$ 19,125.00	101%	\$ 50.00	\$ 11,250.00	
\$ 260.00	\$ 45,760.00	84%	\$ 273.00	\$ 48,048.00	
\$ 4,000.00	\$ 4,000.00	126%	\$ 3,740.00	\$ 3,740.00	
\$ 18,000.00	\$ 18,000.00	140%	\$ 21,915.00	\$ 21,915.00	
\$ 50.00	\$ 12,000.00	263%	\$ 28.00	\$ 6,720.00	
\$ 3,500.00	\$ 14,000.00	147%	\$ 2,382.00	\$ 9,528.00	
\$ 125.00	\$ 9,375.00	27%	\$ 520.00	\$ 39,000.00	
\$ 15,000.00	\$ 15,000.00	230%	\$ 215.00	\$ -	
\$ 9,500.00	\$ 9,500.00	59%	\$ 28,942.00	\$ 28,942.00	
TOTAL			\$ 794,830.00		
Reduction:			\$ (25,000.00)		
Total With Option =			\$ 769,830.00		

CGRS			Girrard		
Unit Cost	Total		Unit Cost	Total	
\$ 37,000.00	\$ 37,000.00		\$ 45,525.00	\$ 45,525.00	
\$ 10,000.00	\$ 10,000.00		\$ 17,575.00	\$ 17,575.00	
\$ 146,000.00	\$ 146,000.00		\$ 186,295.00	\$ 186,295.00	
\$ 178,000.00	\$ 178,000.00		\$ 231,475.00	\$ 231,475.00	
\$ 17,400.00	\$ 34,800.00		\$ 13,277.00	\$ 26,554.00	
\$ 5,800.00	\$ 5,800.00		\$ 13,990.00	\$ 13,990.00	
\$ 41.00	\$ 9,020.00		\$ 41.00	\$ 9,020.00	
\$ 25.00	\$ 8,000.00		\$ 18.00	\$ 5,760.00	
\$ 14.00	\$ 4,060.00		\$ 29.30	\$ 8,497.00	
\$ 24.00	\$ 7,680.00		\$ 7.80	\$ 2,496.00	
\$ 98.00	\$ 31,360.00		\$ 158.00	\$ 50,560.00	
\$ 260.00	\$ 83,200.00		\$ 297.00	\$ 95,040.00	
\$ 40.00	\$ 7,800.00		\$ 83.00	\$ 16,185.00	
\$ 100.00	\$ 40,000.00		\$ 83.00	\$ 33,200.00	
\$ 90.00	\$ 18,000.00		\$ 128.00	\$ 25,600.00	
\$ 163.00	\$ 39,120.00		\$ 744.00	\$ 178,560.00	
\$ 49.00	\$ 15,680.00		\$ 90.00	\$ 28,800.00	
\$ 56.00	\$ 12,600.00		\$ 66.50	\$ 14,962.50	
\$ 375.00	\$ 66,000.00		\$ 278.00	\$ 48,928.00	
\$ 2,050.00	\$ 2,050.00		\$ 2,880.00	\$ 2,880.00	
\$ 6,000.00	\$ 6,000.00		\$ 5,450.00	\$ 5,450.00	
\$ 15.00	\$ 3,600.00		\$ 3.00	\$ 720.00	
\$ 2,500.00	\$ 10,000.00		\$ 2,625.00	\$ 10,500.00	
\$ 720.00	\$ 54,000.00		\$ 577.00	\$ 43,275.00	
\$ 355.00	\$ 17,750.00		\$ 165.00	\$ 8,250.00	
\$ 2,600.00	\$ 2,600.00		\$ 22,750.00	\$ 22,750.00	
TOTAL			\$ 850,120.00		
Reduction:			\$ (7,800.00)		
Total With Option =			\$ 842,320.00		

Girrard		
Unit Cost	Total	
\$ 45,525.00	\$ 45,525.00	
\$ 17,575.00	\$ 17,575.00	
\$ 186,295.00	\$ 186,295.00	
\$ 231,475.00	\$ 231,475.00	
\$ 13,277.00	\$ 26,554.00	
\$ 13,990.00	\$ 13,990.00	
\$ 41.00	\$ 9,020.00	
\$ 18.00	\$ 5,760.00	
\$ 29.30	\$ 8,497.00	
\$ 7.80	\$ 2,496.00	
\$ 158.00	\$ 50,560.00	
\$ 297.00	\$ 95,040.00	
\$ 83.00	\$ 16,185.00	
\$ 83.00	\$ 33,200.00	
\$ 128.00	\$ 25,600.00	
\$ 744.00	\$ 178,560.00	
\$ 90.00	\$ 28,800.00	
\$ 66.50	\$ 14,962.50	
\$ 278.00	\$ 48,928.00	
\$ 2,880.00	\$ 2,880.00	
\$ 5,450.00	\$ 5,450.00	
\$ 3.00	\$ 720.00	
\$ 2,625.00	\$ 10,500.00	
\$ 577.00	\$ 43,275.00	
\$ 165.00	\$ 8,250.00	
\$ 22,750.00	\$ 22,750.00	
TOTAL		\$ 1,132,847.50
Reduction:		\$ (8,500.00)
Total With Option =		\$ 1,124,347.50

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.g

Discussion/Action

Meeting Date: September 23, 2020

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 20-89: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING PART 2B CONSTRUCTION PHASE OF THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES, INC.'S ST VRAIN WATER TREATMENT PLANT PROJECT AGREEMENT

SUMMARY

The construction of the St. Vrain Water Treatment Plant is being completed in two construction phases. Part 2A was the first phase and is underway. Now that the Town has completed its water projects bond funding, we are ready to proceed with the second phase; Part 2B. Part 2B is all of the outstanding project elements that are simply described as the buildings, treatment process equipment, pumping systems, instrumentation, and tanks. Neither the scope nor the cost of Part 2B has changed since the initial estimate from IWS in May 2020.

The CMAR contract with Integrated Water Services (IWS) requires approval for the second phase of construction. Staff is presenting the attached resolution and associated contract documents awarding Part 2B to IWS for consideration and action by the Board.

HISTORY AND PREVIOUS BOARD ACTION

In 2017, Firestone entered into a design contract with FEI Engineers (now Plummer Associates, Inc.) for the design of the St. Vrain Water Treatment Plant.

In January 2019, Firestone entered into a purchase agreement with Equova to provide the ultra-filtration membranes for the treatment process.

Resolution 19-54, approved by the Board on June 26, 2019, awarded the CMAR contract to IWS.

Resolution 20-39, approved by the Board on March 25, 2020, formally adopted the Firestone 2020-2050 Water Action Plan as the guiding document to be used by the Town to achieve the water resources objectives supporting the Town's planned growth.

On May 27, 2020, the Board approved Resolution 20-56, awarding the Part 2A construction contract to IWS.

RECOMMENDATION

Staff recommends the Board approve Resolution 20-89 and authorize the Mayor and Staff to execute the contract documents and proceed with the work.

ALTERNATIVES

NA

ATTACHMENTS

1. Resolution 20-89 St Vrain Water Treatment_Integrated Water Services
2. D-425 Price Proposal Form (Part 2B) - signed 9_11_20
3. D-510 Notice of Award (Part 2B-Construction Phase)

4. D-525 Agreement Cost Plus (Part 2B)
5. D-525 Exhibit A-1 Assignment of Contract
6. D-550 Notice to Proceed (Part 2B-Construction Phase)

FINANCIAL CONSIDERATIONS

The Part 2B contract amendment consolidates both phases of the project for a total contract amount of \$17,997,128.00. The All-In Project Estimate is \$28,877,250 and is being paid from the Water Fund.

RESOLUTION NO. 20-89

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING PART 2B CONSTRUCTION PHASE
OF THE TOWN OF FIRESTONE AND INTEGRATED WATER SERVICES,
INC.'S ST VRAIN WATER TREATMENT PLANT PROJECT AGREEMENT**

WHEREAS, by adoption of Resolution No. 19-54, the Board of Trustees of the Town of Firestone ("Board") approved an Agreement between the Town of Firestone and Integrated Water Services, Inc., ("IWS") for the St. Vrain Water Treatment Plant Project ("Project") under which IWS's first task was to provide design services; and

WHEREAS, by adoption of Resolution No. 20-56, the Board, in accordance with the Agreement, entered into Part 2A, initial construction services by which the Town of Firestone ("Town") issued IWS a Notice of Award accepted IWS's Price Proposal, executed a Notice to Proceed and approved the parties Construction Manager Risk on Basis of Cost Plus Agreement; and

WHEREAS, IWS is now set to proceed with Part 2B Construction Phase of the Agreement which requires that the Town issue a Notice of Award to IWS.

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

The Board of Trustees of the Town of Firestone issues a Notice of Award to Integrated Water Services, Inc., to proceed with Part 2B Construction Phase of the parties St. Vrain Water Treatment Plant Project Agreement.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**D-425 - PRICE PROPOSAL FORM
(PART 2B – CONSTRUCTION PHASE)**

TABLE OF CONTENTS

ARTICLE 1 – PRICE PROPOSAL RECIPIENT	1
ARTICLE 2 – PROPOSER’S ACKNOWLEDGEMENTS	1
ARTICLE 3 – PROPOSER’S REPRESENTATIONS	1
ARTICLE 4 – PROPOSER’S CERTIFICATION	2
ARTICLE 5 – BASIS OF PRICE PROPOSAL	3
ARTICLE 6 – TIME OF COMPLETION	4
ARTICLE 7 – ATTACHMENTS TO THIS PRICE PROPOSAL	4
ARTICLE 8 – DEFINED TERMS	4
ARTICLE 9 – PRICE PROPOSAL SUBMITTAL	4

THIS PAGE INTENTIONALLY BLANK.

**D-425 - PRICE PROPOSAL FORM
(PART 2B – CONSTRUCTION PHASE)**

ARTICLE 1 – PRICE PROPOSAL RECIPIENT

- 1.01 This Price Proposal is submitted to:
Town of Firestone
151 Grant Avenue
P.O. Box 100
Firestone, CO 80520
- 1.02 The undersigned Proposer proposes and agrees, if this Price Proposal is accepted and Owner awards the Construction Manager at Risk contract to Proposer, to enter into Construction Manager at Risk contract with Owner in the form included in the RFP Documents, to perform all Work as specified or indicated in the RFP Documents for the prices and within the times indicated in this Price Proposal and in accordance with the other terms and conditions of the RFP Documents.

ARTICLE 2 – PROPOSER’S ACKNOWLEDGEMENTS

- 2.01 Proposer accepts all of the terms and conditions of the Request for Proposals, including without limitation those dealing with the disposition of Price Proposal security. This Price Proposal will remain subject to acceptance for 90 days after the Price Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.
- 2.02 Proposer’s attention is directed to the provisions of Paragraph 13.06 of the Agreement which provide for the assignment of the Contract to a Construction Manager at Risk designated by the Buyer to construct the Water Treatment Plant Improvements Project. Proposer should consider the application of the terms and conditions of the Contract Documents after assignment and is advised of the duty to continue to perform the Contract after it has been assigned to the Construction Manager at Risk. Timing of the assignment is set forth in the Agreement. Forms documenting the assignment of the Contract and for the agreement of the Seller’s surety to such assignment are included as attachments to the Agreement.

ARTICLE 3 – PROPOSER’S REPRESENTATIONS

- 3.01 In submitting this Price Proposal, Proposer represents that:
- A. Proposer has examined and carefully studied the RFP Documents, and any data and reference items identified in the RFP Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>03/24/2020</u>
<u>2</u>	<u>04/20/2020</u>
<u>3</u>	<u>05/15/2020</u>

- B. Proposer has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Proposer is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Proposer has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings (if any) of physical conditions relating to existing surface or subsurface structures at the Site, that Owner has identified or made available to Proposer, especially with respect to Technical Data in such reports and drawings; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that Owner has identified or made available to Proposer, especially with respect to Technical Data in such reports and drawings.
- E. Proposer has considered the information known to Proposer itself, and to members of Proposer's design-build team; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the RFP Documents; and the Site-related reports and drawings (if any) identified in the RFP Documents or otherwise made available to Proposer, with respect to the effect of such information, observations, and documents on: (1) the cost, progress, and performance of the Work; (2) the project design; (3) the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer; and (4) Proposer's safety precautions and programs.
- F. Proposer agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the preparation of its Proposal for performance of the Work at the prices stated and within the times required, and in accordance with the other terms and conditions of the RFP Documents.
- G. Proposer is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the RFP Documents.
- H. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Proposer has discovered in the RFP Documents, and confirms that the written response from Owner is acceptable to Proposer.
- I. The RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Price Proposal constitutes an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article, and that without exception the Price Proposal and all prices in the Price Proposal are premised upon performing and furnishing the Work required by the RFP Documents.

ARTICLE 4 – PROPOSER'S CERTIFICATION

4.01 Proposer certifies that:

- A. This Price Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Price Proposal;

- C. Proposer has not solicited or induced any individual or entity to refrain from submitting a Price Proposal; and
- D. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of Owner, (b) to establish prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish prices at artificial, non-competitive levels; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF PRICE PROPOSAL

5.01 Proposer will complete the Work in accordance with the Contract Documents for the following price(s):

- A. STIPULATED PRICE PROPOSAL: NOT USED.
- B. UNIT PRICE PROPOSAL: NOT USED.
- C. COST-PLUS-FEE PRICE PROPOSAL

The Cost of the Work (other than Unit Price and other excluded Work), determined as provided in the Agreement, together with the following fee, and subject to the Guaranteed Maximum Price:

1. Cost of Work Part 2A Base Bid:	\$ <u>4,413,271</u>
2. Cost of Work Part 2A Geotechnical Allowance:	\$ <u>92,000</u>
3. Cost of Work Part 2A Contingency:	\$ <u>242,487</u>
4. Cost of Work Part 2A Winter Contingency:	\$ <u>95,080</u>
5. CMAR Fixed Fee Part 2A:	\$ <u>436,472</u>

The **Part 2A Guaranteed Maximum Price** to Owner of the Cost of the Work including Construction Manager at Risk's Fee will not exceed **\$ 5,279,310**

Cost of Work Part 2B Base Bid:	\$ <u>11,021,127</u>
Cost of Work Part 2B Contingency:	\$ <u>605,610</u>
CMAR Fixed Fee Part 2B:	\$ <u>1,091,081</u>

The total **Guaranteed Maximum Price** (Part 2A plus Part 2B) to Owner of the Cost of the Work including Construction Manager at Risk's Fee will not exceed **\$ 17,997,128**

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Proposer agrees that the Work will be substantially complete within 480 calendar days after the delivery of the Notice to Proceed Part 2B and will be completed and ready for final payment in accordance with Paragraph 14.06 of the General Conditions within 60 calendar days after substantial completion.
- 6.02 Proposer accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS PRICE PROPOSAL

- 7.01 The following documents are submitted with and made a condition of this Price Proposal:
- A. Required Price Proposal Security

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Price Proposal with initial capital letters have the meanings stated in the RFP, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – PRICE PROPOSAL SUBMITTAL

PROPOSER:

Integrated Waters Services, Inc.

By Signature: _____

Printed name: Dave Patton
(If Proposer is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Title: President Date: 9/11/20

Attest Signature: _____

Printed name: Jeff Thomas

Address for giving notices: PO Box 774565

Steamboat Springs, CO 80477

Telephone Number: 720-221-4366

E-mail address: jthomas@integratedwaterservices.com

Proposer's License No.: N/A

**D-510 – NOTICE OF AWARD
(PART 2B: CONSTRUCTION PHASE SERVICES)**

Owner:	Town of Firestone
Contractor:	Integrated Water Services
Engineer:	Plummer Associates, Inc.
Project:	St. Vrain Water Treatment Plant

TO BIDDER:

Part 2B: Construction Phase Services:

You are notified that Owner has accepted **Part 2B of the Construction Phase Bid** dated
09/11/2020 for the above Contract, and that you are awarded a Contract for:

St. Vrain Water Treatment Plant

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

The Contract Price includes:

1) Cost Plus Fee:

a. Cost of Work (minus previous payments by Owner) Part 2A Base Bid:	\$ <u>4,413,271</u>
b. Cost of Work Part 2A Geotechnical Allowance:	\$ <u>92,000</u>
c. Cost of Work Part 2A Contingency:	\$ <u>242,487</u>
d. Cost of Work Part 2A Winter Contingency:	\$ <u>95,080</u>
e. CMAR Fixed Fee Part 2A:	\$ <u>436,472</u>
f. Cost of Work (minus previous payments by Owner) Part 2B Base Bid:	\$ <u>11,021,127</u>
g. Cost of Work Part 2B Contingency:	\$ <u>605,610</u>
h. CMAR Fixed Fee Part 2B:	\$ <u>1,091,081</u>

Total Guaranteed Maximum Price (Part 2A plus Part 2B) to Owner for the Cost of the Work including the Cost of Work and the Construction Manager at Risk's Fee will not exceed: \$ 17,997,128

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

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

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

1. Deliver to Owner 1 electronic counterparts of the Agreement, fully executed by Bidder.

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

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

Within 10 calendar days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

OWNER

Town of Firestone

Owner's Name

By:

Signature

Date

Print Name

Title

Copy: Engineer

**D-525 - AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
AT RISK ON THE BASIS OF COST-PLUS
(PART 2B – CONSTRUCTION PHASE)**

THIS AGREEMENT is by and between Town of Firestone (“Owner”), and
Integrated Water Services (“Construction Manager at Risk”).

PROJECT INFORMATION

Project: St. Vrain Water Treatment Plant.

Construction Manager at Risk Contract: St. Vrain Water Treatment Plant (“Contract”).

Engineer: Owner has retained Plummer Associates, Inc. (“Engineer”) for the performance of professional engineering services for this project.

Owner and Construction Manager at Risk hereby agree as follows:

ARTICLE 1 – THE WORK

1.01 General Description of Work

- A. Construction Manager at Risk shall complete all Work as specified or indicated in the Contract. The Work is generally described as the construction of the following:
1. The proposed Project includes construction of a new greenfield water treatment facility (WTF) to treat alluvial and future surface water sources to provide potable water for municipal supply. The WTF processes will include pretreatment using flocculation and sedimentation, filtration using pressurized ultrafiltration (UF) followed by reverse osmosis (RO), corrosion control, and disinfection using chlorination. Multiple chemical feed systems are required to support these processes.
 2. Phase 1 design flow is 1.5 million gallons per day (MGD) with multiple equipment components sized and planned for a future Phase 2 expansion to 5 MGD. The UF system has been pre-procured by the Town of Firestone; the procurement contract with the Seller, Evoqua, will be assigned to the Contractor. The RO system has not been pre-procured and will be selected by the Contractor with Engineer approval.
 3. Site infrastructure will include water storage tanks, yard piping, dewatering system, recycle pond, stormwater pond, connection to water, sanitary, and dry utilities, parking and driveway areas. The proposed plant building is approximately 19,500 square feet and a metal building with metal roof. An additional metal building, approximately 1,300 square feet will provide limestone storage. Multiple below grade concrete basins are proposed inside the plant footprint.

ARTICLE 2 – CONTRACT TIMES

2.01 Time of the Essence

- A. All time limits for Construction Manager at Risk’s attainment of Milestones, if any, Substantial Completion, and completion and readiness for final payment, as stated in the Contract

Documents, are of the essence of the Contract.

2.02 Contract Times: Dates

A. NOT USED

2.03 Contract Times: Days

- A. Construction Manager at Risk shall substantially complete the Work within 480 calendar days after Notice to Proceed Part 2B.
- B. Construction Manager at Risk shall have the Work completed and ready for final payment, in accordance with Paragraph 14.06 of the General Conditions, within 60 days after the Substantial Completion Date.

2.04 Liquidated Damages

A. Construction Manager at Risk and Owner recognize that time is of the essence as stated in Paragraph 2.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.02 above, as such may be revised in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a lawsuit or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Construction Manager at Risk agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Construction Manager at Risk shall pay Owner \$ \$4000/day for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 2.02.A above for Substantial Completion until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Construction Manager at Risk shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Construction Manager at Risk shall pay Owner _____ for each day that expires after such time until the Work is completed and ready for final payment.
3. *Liquidated damages:* failing to timely attain Substantial Completion, final completion, and Milestones (if applicable) are not additive, and will not be imposed concurrently. Liquidated damages for failing to attain Substantial Completion shall take precedence.
4. Milestones: NOT USED.

B. NOT USED.

ARTICLE 3 – CONTRACT PRICE

3.01 Cost-Plus-Fee

A. Owner shall pay Construction Manager at Risk for completion of the Work in accordance with the Contract Documents the Cost of the Work plus Construction Manager at Risk's fee, both of which shall be determined as provided in Articles 4 and 5 below, subject to additions and deletions as provided in the Contract, and subject to the limitations set forth in Article 6 below.

ARTICLE 4 – COST OF THE WORK

4.01 *Costs and Documentation*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by Construction Manager at Risk in the proper performance of the Work. Such costs shall not include any of the costs itemized in Paragraph 4.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Construction Manager at Risk in the performance of the Work under schedules of job classifications agreed upon by Owner and Construction Manager at Risk in advance of the subject Work.
 - a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages (including overtime wages) plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. The expenses of performing Work outside the hours or days permitted by this Contract shall be included in the above to the extent such performance of Work is authorized by Owner.
 - b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services as employees of Construction Manager at Risk. For purposes of this Paragraph 4.01.A.1, Construction Manager at Risk shall be entitled to payment for such employees an amount equal to salary costs times a factor of 1.05 for all services performed or furnished by such employees engaged on the Project.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Construction Manager at Risk unless Owner deposits funds with Construction Manager at Risk with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Construction Manager at Risk shall make provisions so that they may be obtained.
 3. Cost of permits obtained by Construction Manager at Risk.
 4. Payments made by Construction Manager at Risk to Construction Subcontractors for Work performed or furnished by such Construction Subcontractors. If any subcontract provides that the Construction Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Construction Subcontractor's Cost of the Work and fee shall be determined in the same manner as Construction Manager at Risk's Cost of the Work and fee.
 5. Costs for Construction Manager's equipment including trucks, tools, forklift and other equipment used for the Work.
 6. Payments made by Construction Manager at Risk under any purchase (procurement) contract assigned to Construction Manager at Risk by Owner.
 7. Costs of special consultants (not including Project Design Professionals), including but not

limited to testing laboratories, attorneys, and accountants, retained for services specifically related to the Work.

8. Supplemental costs including the following items:
- a. The proportion of necessary transportation, travel and subsistence expenses of Construction Manager at Risk's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Construction Manager at Risk.
 - c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Construction Manager at Risk or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Construction Manager at Risk is liable, imposed by Laws or Regulations.
 - e. Deposits lost for causes other than negligence of Construction Manager at Risk, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Construction Manager at Risk in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Construction Manager at Risk, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Construction Manager at Risk's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. Cost of premiums for all Bonds and insurance Construction Manager at Risk is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Construction Manager at Risk's officers, executives, principals (of partnerships and sole proprietorships), general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents,

expeditors, timekeepers, clerks, and other personnel employed by Construction Manager at Risk whether at the Site or in Construction Manager at Risk's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 4.01.A.1, all of which are to be considered administrative costs covered by the Construction Manager at Risk's fee.

2. Expenses of Construction Manager at Risk's principal and branch offices other than Construction Manager at Risk's office at the Site.
3. Any part of Construction Manager at Risk's capital expenses, including interest on Construction Manager at Risk's capital employed for the Work and charges against Construction Manager at Risk for delinquent payments.
4. Costs due to the negligence of Construction Manager at Risk, any Construction Subcontractor, Engineer or other Project Design Professionals, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind, and the costs of any item not specifically and expressly included in Paragraph 4.01.A.

C. Total Cost for Work

1.	Cost of Work Part 2A Base Bid	\$ <u>4,413,271</u>
2.	Cost of Work Part 2A Geotechnical Allowance	\$ <u>92,000</u>
3.	Cost of Work Part 2A Contingency	\$ <u>242,487</u>
4.	Cost of Work Part 2A Winter Contingency	\$ <u>95,080</u>
5.	Cost of Work Part 2B Base Bid	\$ <u>11,021,127</u>
6.	Cost of Work Part 2B Contingency	\$ <u>605,610</u>
7.	The Total Cost of Work to Owner (Part 2A plus 2B)	\$ <u>16,469,575</u>

ARTICLE 5 – CONSTRUCTION MANAGER AT RISK'S FEE

5.01 *Determination of Fee*

A. NOT USED.

B. **Construction Manager at Risk's fee** shall be a fixed fee of \$ 1,527,553 which shall be subject to increases or decreases for changes in the Work as provided in Paragraph 7.01.

1.	CMAR Fixed Fee Part 2A	\$ <u>436,472</u>
2.	CMAR Fixed Fee Part 2B	\$ <u>1,091,081</u>

ARTICLE 6 – GUARANTEED MAXIMUM PRICE

6.01 *Guaranteed Maximum*

- A. Construction Manager at Risk guarantees that the maximum amount payable by Owner for the sum of the Cost of the Work including the Construction Manager at Risk's fee will not exceed **\$ 17,997,128** ("**Guaranteed Maximum Price**") subject to increases or decreases for changes in the Work. The Guaranteed Maximum Price is inclusive of the following:

1. Cost of Work (minus previous payments by Owner) Part 2A and Part 2B
\$ 16,469,575
2. Construction Manager at Risk's lump sum fixed fee Part 2A and Part 2B
\$ 1,527,553

6.02 *Allocation of Savings*

- A. NOT USED.

ARTICLE 7 – CHANGES IN THE CONTRACT PRICE

7.01 *General Price Change Provisions*

- A. The amount of any increases or decreases in Construction Manager at Risk's fee, in any Guaranteed Maximum Price, or in any Guaranteed Maximum Fee, which results from a Change Order shall be set forth in the applicable Change Order subject to the following:
1. If Construction Manager at Risk's fee is a fixed fee, any increase or decrease in the Construction Manager at Risk's fee resulting from net additions or decreases in the Cost of the Work shall be determined in accordance with Paragraph 11.05.D of the General Conditions, subject to any Guaranteed Maximum Price and the provisions of Paragraph 7.01.B.
- B. Wherever there is a Guaranteed Maximum Price or Guaranteed Maximum Fee:
1. In the case of net additions in the Work, the amounts of any increase in either Guaranteed Maximum (Price or Fee) shall be proportional to the increase in Contract Price for such additions to the Work, exclusive of any mark-ups for profit, overhead, or fees of Construction Manager at Risk, Construction Subcontractors, or Suppliers.
 2. In the case of net deletions in the Work, the amount of any decrease in either Guaranteed Maximum (Price or Fee) shall be proportional to the decrease in Contract Price for such deletions to the Work.

7.02 *Changes in Contract Price Based on Cost of the Work*

- A. If the price of Design Professional Services covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, then for such Design Professional Services (exclusive of reimbursable expenses, if any) the Engineer, Project Design Professional, or other design entity performing the Design Professional Services (regardless of tier) may invoice no more than the direct labor cost of each employee providing services multiplied by a factor of ____, which covers labor costs, overhead, and profit.

- B. If the value of Work covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, and involves Work performed under Construction Subcontracts or Design Agreements, the allowable mark-ups on lower tier invoices shall be limited as stated in Paragraph 11.05.D.2.c and d of the General Conditions.

ARTICLE 8 – PAYMENT PROCEDURES

8.01 Submittal and Processing of Payments

- A. Construction Manager at Risk shall submit Applications for Payment for processing by Owner in accordance with Article 14 of the General Conditions.

8.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Construction Manager at Risk's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraphs 8.02.A.1 and 8.02.A.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. For Cost of the Work: Progress payments on account of the Cost of the Work will be made:
 - a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - 1) 95 percent Cost of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and
 - 2) 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Construction Manager at Risk to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

- C. Notwithstanding the provisions above, no retainage shall be withheld with respect to the portion of an Application for Payment pertaining to engineering, design, and other professional services.

- D. For Construction Manager at Risk's fee: Progress payments on account of the Construction Manager at Risk's fee will be made as follows:

1. If Construction Manager at Risk's fee is a fixed fee, payments prior to Substantial Completion will be in an amount equal to 95 percent of such fee earned to the date of

the approved Application for Payment (less in each case payments previously made on account of such fee) based on the progress of the Work measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work on the number of units completed), and upon Substantial Completion in an amount sufficient to increase total payments to Construction Manager at Risk on account of his fee to 100 percent of Construction Manager at Risk's fee. In the event there is no Schedule of Values the progress of the Work will be measured as provided elsewhere in the Contract.

2. If Construction Manager at Risk's fee is a percentage fee, payments prior to Substantial Completion will be in an amount equal to N/A percent of such fee (less in each case payments previously made on account of such fee) based on the Cost of the Work completed, and upon Substantial Completion in an amount sufficient to increase total payments to Construction Manager at Risk on account of that fee to N/A percent of Construction Manager at Risk's fee.

8.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.06 of the General Conditions, Owner shall pay the final amount due.

ARTICLE 9 – INTEREST

9.01 Interest Rate

- A. All amounts not paid when due shall bear interest at the rate of 1.0 percent per annum, or if applicable at the rate stated in a governing prompt payment statute.

ARTICLE 10 – CONSTRUCTION MANAGER AT RISK'S REPRESENTATIONS

10.01 Representations

- A. Construction Manager at Risk makes the following representations for Owner's reliance:
 1. Construction Manager at Risk has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Construction Manager at Risk has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Construction Manager at Risk is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Construction Manager at Risk has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that Owner has identified or made available to Construction Manager at Risk, especially with respect to Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that Owner has identified or made available to Construction Manager at Risk, especially with respect to Technical Data in such reports and drawings.

5. Construction Manager at Risk has considered the information known to Construction Manager at Risk itself, and to Construction Subcontractors and Project Design Professionals that Construction Manager at Risk has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Construction Manager at Risk, with respect to the effect of such information, observations, and documents on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Construction Manager at Risk; and (c) Construction Manager at Risk's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Construction Manager at Risk agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary prior to entry into the Contract at the Contract Price, subject to the Contract Times.
7. Construction Manager at Risk is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Construction Manager at Risk has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Construction Manager at Risk has discovered in the Contract Documents, and the written response from Owner is acceptable to Construction Manager at Risk.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Construction Manager at Risk's entry into this Contract constitutes an incontrovertible representation by Construction Manager at Risk that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 11 – ACCOUNTING RECORDS

11.01 Maintaining and Preserving Cost Records

- A. Construction Manager at Risk shall keep such full and detailed accounts of materials incorporated and labor, services, and equipment utilized for the Work as may be necessary for proper financial management under this Agreement, in accordance with generally accepted accounting principles. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all Construction Manager at Risk's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to cost-based or time-based compensation or reimbursement of any type or description, including but not limited to change order pricing and the Cost of the Work. Construction Manager at Risk shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 12 – CONTRACT DOCUMENTS

12.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to ___, inclusive).
 2. Performance bond (pages 1 to ___, inclusive).
 3. Payment bond (pages 1 to ___, inclusive).
 4. Other bonds.
 5. General Conditions (pages 1 to ___, inclusive).
 6. Supplementary Conditions (pages 1 to ___, inclusive).
 7. 80% Set including Design Drawing Set and Technical Specifications Documents.
 8. Addenda:
 - a. Addendum 1 (pages 1 to ___, inclusive).
 9. Construction Manager at Risk's Proposal including schedule of values and scope of work for Part 2A and Part 2B.
 10. Construction Manager at Risk Guaranteed Maximum Price and Schedule of Values for
 - a. Total GMP
 - 1) Part 2A Cost of Work and Fixed Fee
 - 2) Part 2B Cost of Work and Fixed Fee
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Record Drawings and Record Specifications.
 12. Other exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A-1 Assignment of Contract; Consent to Assignment, and Acceptance of Assignment.
 - b. Exhibit A-2 Agreement to Assignment by Seller's Surety.
- B. The documents listed in Paragraph 12.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 12.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 13 – MISCELLANEOUS

13.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplementary Conditions.

13.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on the other party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

13.03 *Successors and Assigns*

- A. Owner and Construction Manager at Risk each binds itself, its successors, assigns, and legal representatives to the other party hereto, and its successors, assigns, and legal representatives, in respect to all covenants, agreements, and obligations contained in the Contract.

13.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Construction Manager at Risk, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05 *Construction Manager at Risk's Certifications*

- A. Construction Manager at Risk certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 13.05:
1. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

13.06 *Other Provisions*

- A. Contract to be Assigned:
1. The contract between Owner as "Buyer" and Evoqua Water Technologies as "Seller" for procurement of goods and special services ("procurement contract") for Membrane System Procurement – Town of Firestone Water Treatment Plant is hereby assigned to Construction Manager to Risk by Owner, and Construction Manager

at Risk accepts such assignment. A form documenting the assignment is attached as an exhibit to this Agreement.

2. This assignment will occur on the Effective Date of the Agreement and will relieve the Owner as "Buyer" from all further obligations and liabilities under the procurement contract. Construction Manager at Risk will assume full responsibility for the performance of "Seller" as Construction Manager at Risk's Subcontractor or Supplier. Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Construction Manager at Risk. Except as noted in the agreement between "Buyer" and "Seller," all rights, duties and obligations of Engineer to "Buyer" and "Seller" under the "procurement contract" will cease.
3. A copy of the assigned procurement contract is attached.

B. Incorporation of Agreement Part 2A:

1. With execution of this Agreement for Part 2B Construction Phase services, the Agreement for Part 2A Construction Phase services becomes null and void. All pricing, payments, and scope related to Part 2A will roll into Part 2B. Therefore, Part 2B is fully inclusive of Part 2A and Part 2B.

IN WITNESS WHEREOF, Owner and Construction Manager at Risk have signed this Agreement. This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONSTRUCTION MANAGER AT RISK:

Town of Firestone

Integrated Water Services

By: _____

By: _____

Name: Bobbi Sindelar

Name: _____

Title: Mayor

Title: _____

[If Owner is a corporation, partnership, or LLC, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.]

[If Construction Manager at Risk is a corporation, partnership, LLC, or a joint venture, attach evidence of authority to sign. In the case of a joint venture, expand the signature section to accommodate execution of the Agreement by an authorized representative of each joint venturer.]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

**EXHIBIT A-1 to Agreement Between
Buyer and Seller dated October 2, 2019**

**ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT;
AND ACCEPTANCE OF ASSIGNMENT**

This assignment will be effective on the Effective Date of the Agreement between Buyer and Construction Contractor.

This Contract is between Town of Firestone ("Buyer") and
Evoqua Water Technologies ("Seller").

for furnishing Goods and Special Services under the Contract Documents entitled: Membrane
System Procurement – Town of Firestone Water Treatment Plant

is hereby assigned, transferred, and set over to Integrated Water Services ("Construction Contractor"). Construction Contractor shall be totally responsible for the performance of Seller and for the duties, rights and obligations of Buyer, not otherwise retained by Buyer, under the terms of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY:

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

Town of Firestone

BUYER

Signature

Title

Robbi Sindelar
Mayor 10/2/19
Date

**ASSIGNMENT ACKNOWLEDGED
AND ACCEPTED BY:**

(If Seller is a corporation, attach evidence of authority to sign.)

Evoqua Water Technologies LLC

SELLER

Signature

Vice President & General Manager September 25, 2019

Title

Date

ASSIGNMENT ACCEPTED BY:

(If Construction Contractor is a corporation, attach evidence of authority to sign.)

Integrated Water Services

CONSTRUCTION CONTRATOR

Signature

Title

Date

D-550 - NOTICE TO PROCEED (Part 2B, Construction Phase)

Owner:	Town of Firestone
Contractor:	Integrated Water Services
Engineer:	Plummer Associates, Inc.
Project:	St. Vrain Water Treatment Plant

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____. *[see Paragraph 4.01 of the General Conditions]*

Part 2B - Construction Phase Services:

On that date, Contractor shall start performing its obligations under the Contract Documents.

A separate Notice to Proceed was executed for Part 2A; execution of the Part 2B Notice to Proceed is for the project in its entirety and is inclusive of Part 2A and Part 2B.

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Return a signed copy of the Part 2B Notice to Proceed _____

OWNER

Town of Firestone

Owner's Name

By:

Signature

Date

Print Name

Title

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Integrated Water Services, Inc.

Contractor's Name

By:

Signature

Date

Print Name

Title

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

License No.: _____

Copy: Engineer

THIS PAGE INTENTIONALLY BLANK.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.h

Discussion/Action

Meeting Date: September 23, 2020

Initiated By:

Dept: Legal

AGENDA TITLE

Resolution 20-90: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE BOARD OF TRUSTEES ELECTRONIC COMMUNICATION INQUIRY POLICY

SUMMARY

Resolution 20-90 adopts the Board of Trustees' Electronic Communication Inquiry Policy. The Electronic Communication Inquiry Policy will add the Director of Marketing and Communications to the group email address; boardmembers@firestoneco.gov. The Policy also outlines that the Director of Marketing and Communication will reply to inquiries on behalf of the Board to ensure responses are an accurate representation of the Board's position, actions, plans, goals, and objectives as a cohesive and collaborative governing body.

HISTORY AND PREVIOUS BOARD ACTION

The need for a Board of Trustees' Electronic Communication Policy was discussed at the September 2 - 3, 2020 Board of Trustees Retreat.

RECOMMENDATION

Approval of Resolution 20-90.

ALTERNATIVES

Provide further direction to staff.

ATTACHMENTS

1. Electronic Communication Inquiry Policy Res
2. Electronic Communication Inquiry Process Policy

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 20-90

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ADOPTING THE BOARD OF TRUSTEES
ELECTRONIC COMMUNICATION INQUIRY POLICY**

WHEREAS, in accordance with Title 31, Part 3 of the Colorado Revised Statutes, the legislative and corporate authority of statutory towns is vested in a board of trustees consisting of one mayor and six trustees; and

WHEREAS, with the exception of the mayor and mayor pro tem who have certain defined officio duties, elected officials can in the performance of their duties act only as part of a body in a collaborative process; and

WHEREAS, it is thus of paramount importance that any response to those inquiring about the Board's position, actions, plans, goals and objectives accurately set forth the Board's position and not that of individual Trustees who in responding on their own, are not only acting in an impermissible manner but may not even accurately state the Board's position; and

WHEREAS, responses by individual Trustees are also detrimental because they undermine the cohesiveness, harmony and collaborative process required of the Board in the fulfillment of its duties; and

WHEREAS, to ensure that all inquiries seeking the Board's position be answered with one message that accurately sets forth the Board's position, the Board desires to adopt an Electronic Communication Inquiry Policy.

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

The Board of Trustees of the Town of Firestone hereby adopts the Electronic Communication Inquiry Policy in substantially the same form as the copy attached hereto and made a part of this resolution.

INTRODUCED, READ AND ADOPTED this 23rd day of September 2020.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

TOWN OF FIRESTONE
BOARD OF TRUSTEES ELECTRONIC COMMUNICATION INQUIRY POLICY

Effective immediately, the Director of Marketing and Communications will be added as a recipient to all emails addressed to the Board of Trustees at boardmembers@firestoneco.gov.

The Director shall, on behalf of the Board, promptly reply to all emails thanking the sender for their communication and, if necessary, stating that a response to their inquiry shall be forthcoming from staff. The Board shall be copied on the Director's initial response and any follow-up communication provided by staff.

All other emails directed to a Trustee individually, or the entire Board, or to certain Trustees inquiring about the Board's position, actions, plans, goals and objectives shall, upon receipt and absent any response, be immediately forwarded to the Director, who shall respond and advise the Board in the same manner as those emails sent to boardmembers@firestoneco.gov.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.i

Discussion/Action

Meeting Date: September 23, 2020

Initiated By:

Dept: Finance

AGENDA TITLE

Budget Discussion - Water & Stormwater

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

Name	Total Paid
Total 24/7 Networks, Inc.:	12,109.19
Total 4 RIVERS EQUIPMENT, LLC:	306.72
Total ABS CONCRETE INC:	14,444.00
Total ACCENT BRANDING SOLUTIONS:	1,453.44
Total ACE HARDWARE OF FIRESTONE:	630.25
Total ACUITY, LLC:	12,781.30
Total ADAMS COUNTY ECONOMIC DEVELOPMENT:	1,595.00
Total AGFINITY-MEAD:	686.50
Total AIMS JUNIOR COLLEGE DISTRICT:	57.96
Total AIRGAS INC:	656.40
Total ALAN PLUMMER AND ASSOCIATES, INC:	30,302.80
Total ALBERTSONS/SAFEWAY, INC.:	129.33
Total AMAZON:	4,257.01
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	91,868.83
Total APEX SHREDDING, INC.:	250.00
Total ARC ABATEMENT INC:	37,763.00
Total Arrakeen Resource LTD CO:	3,978.00
Total ASCEND PROJECT MGMT & STORMWATER SVC INC:	15,852.50
Total ASPHALT SPECIALTIES CO., INC.:	3,955.39
Total AUDIO VISUAL INNOVATIONS INC:	5,761.03
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	2,378.88
Total BAREFOOT RESIDENTIAL LLC:	110.90
Total BENEFIT TECHNOLOGY RESOURCES, LLC:	200.00
Total BLACKBOARD, INC:	8,814.75
Total BOBCAT OF THE ROCKIES:	108.13
Total BUDGET CONFERENCING:	125.23
Total C & W TRUCK AND TRAILER, LLC:	476.00
Total CARBON VALLEY RECREATION DISTRICT:	73.50
Total CARBON VALLEY RECREATION DISTRICT-FURA:	16,086.84
Total CARBON VALLEY TREE CARE:	1,600.00
Total CASELLE, INC.:	3,455.00
Total CENTRAL WELD COUNTY WATER DISTRICT:	21.32
Total CENTURY LINK:	665.57
Total CINTAS FIRST AID & SAFETY:	269.02
Total CIRSA:	1,235.00
Total CITY OF LONGMONT:	600.00
Total COALRIDGE ANIMAL HOSPITAL, INC:	436.39

Name	Total Paid
Total COLORADO CIVIL GROUP INC.:	44,479.75
Total COLORADO DEPT OF NATURAL RESOURCES:	.00
Total COLORADO JUMPS DBA AIRBOUND:	.00
Total COLORADO MATERIALS, INC:	2,465.07
Total COMCAST - PD:	210.37
Total COMCAST CABLE -0310188 - SEATTLE:	424.59
Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR:	9.41
Total Cottonwood Hollow Residential Metro Dist:	837.15
Total DANA KEPNER COMPANY, INC.:	5,058.89
Total DBC IRRIGATION SUPPLY:	8,402.31
Total DELTA DENTAL OF COLORADO, INC:	6,341.63
Total DESIGN CONCEPTS CLA, INC:	8,563.80
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	271.14
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	12,728.18
Total FACTORY MOTOR PARTS CO.:	22.61
Total FASTENAL COMPANY:	675.27
Total FIRST AMERICAN TITLE CO:	367.59
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	1.55
Total FIRST INTEGRITY TITLE COMPANY:	21.60
Total FIRSTBANK:	10,461.59
Total FISCAL FOCUS PARTNERS, LLC:	4,625.00
Total FRANCE PUBLICATIONS, INC:	1,200.00
Total FRED DIEHL CONSULTING:	450.00
Total FREDERICK-FIRESTONE FIRE-FURA:	53,472.36
Total FRONT RANGE AUTO SPA:	350.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	550.83
Total FRONT RANGE PORTABLE RESTROOMS, LLC:	433.33
Total FRONTIER BUSINESS PRODUCTS:	378.41
Total FRONTIER COMMUNICATIONS CORP (LEASE):	793.63
Total FRONTIER COMPUTER CORP.:	1,934.00
Total FUZION FIELD SERVICES LLC:	435.00
Total G & G EQUIPMENT INC:	2,399.62
Total GRAINGER:	89.29
Total GRAVES CONSULTING LLC:	6,750.00
Total GREAT AMERICAN COFFEE/PUREWATER DYNAMICS:	298.57
Total GREEN GIRL RECYCLING SERVICES:	232.00
Total GUARDIAN TITLE-DENVER:	62.96
Total HERITAGE TITLE - TUFTS:	93.28
Total HERITAGE TITLE-FT COLLINS:	28.92

Name	Total Paid
Total HERITAGE TITLE-LONGMONT:	50.00
Total High Plains Library District - FURA:	11,941.87
Total HIGHWAY 119 METRO DISTRICT #2:	25,440.83
Total HOME DEPOT CREDIT SERVICES:	1,311.86
Total HOMELIGHT TITLE:	62.17
Total HYDRANT METER REFUNDS:	3,134.80
Total HYDRO RESOURCES ROCKY MTN, Inc:	76,091.00
Total IAP PRODUCTION INC:	147.26
Total ICMA RETIREMENT CORPORATION:	500.00
Total IMS INFRASTRUCTURE MANAGEMENT SERVICES:	15,032.00
Total INTERMOUNTAIN SALES OF DENVER, INC.:	5,996.00
Total INTERSTATE BATTERY OF THE ROCKIES:	261.90
Total INTERSTATE FORD:	1,237.18
Total INTERWEST SAFETY SUPPLY, INC.:	259.53
Total JANE YAMADA:	200.00
Total JOHNSON AUTO PLAZA:	280.50
Total KATHLEEN A. OATIS:	1,250.00
Total KB HOME COLORADO INC:	34.06
Total KENZ & LESLIE DISTRIBUTING CO.:	739.35
Total KIMBALL MIDWEST:	264.65
Total KINSCO, LLC:	16.99
Total KISSINGER & FELLMAN P.C.:	33.00
Total L G EVERIST INC:	1,398.32
Total L. L. JOHNSON DISTRIBUTING CO.:	194.51
Total LAND TITLE (CSPR):	74.34
Total LAND TITLE-BOULDER:	10.90
Total LAND TITLE-DENVER-2:	150.89
Total LASER TECHNOLOGY, INC:	193.00
Total LAST CHANCE DITCH COMPANY:	674.00
Total LAWRENCE JONES CUSTER GRASMICK, LLP:	5,574.50
Total LAYNE CHRISTENSEN COMPANY:	59,367.21
Total LENNAR COLORADO:	175.73
Total LEONARD RICE ENGINEERS, INC:	27,488.25
Total LEXIPOL LLC:	24,367.00
Total LITTLE THOMPSON WATER DISTRICT:	2,750.63
Total LONGMONT HUMANE SOCIETY:	1,116.00
Total MAC EQUIPMENT INC LONGMONT:	919.95
Total MACDONALD EQUIPMENT:	2,800.00
Total MAGPUL INDUSTRIES CORP:	1,046.00

Name	Total Paid
Total MAIN STREET MAT COMPANY, INC:	364.26
Total MATCO TOOLS:	1,400.70
Total MCCANDLESS TRUCK CENTER, LLC:	207.86
Total MCDONALD FARMS ENTERPRISES, INC:	9,905.37
Total MCGRANE WATER ENGINEERING, LLC:	33,692.73
Total MCI:	54.06
Total MELODY HOMES INC:	1,103.92
Total MISC VENDOR:	500.00
Total NCSI:	85.50
Total NEIGHBORS POINT METRO DISTRICT:	4,534.94
Total NEW IPT INC:	2,075.00
Total Northern Colorado Water Cons. Dist.-FURA:	3,712.11
Total NORTHWEST PARKWAY LLC:	9.85
Total NP125 Metropolitan District - FURA:	37,722.19
Total O.J. WATSON COMPANY, INC.:	1,904.00
Total OFFICE DEPOT INC:	372.47
Total O'REILLY AUTO PARTS:	1,701.94
Total ORKIN PEST CONTROL, INC:	373.44
Total PCS MOBILE:	1,705.20
Total PETTY CASH - TOWN OF FIRESTONE:	131.95
Total PIX4D INC:	499.00
Total PRAIRIE MOUNTAIN PUBLISHING:	184.34
Total RESTITUTION / COURT REFUNDS:	810.55
Total RHINEHART OIL CO, INC:	1,067.90
Total RICHMOND AMERICAN HOMES:	134.89
Total RIPTIDE CAR & PET WASH:	656.00
Total RPS PLAN ADMINISTRATORS/24 HOUR FLEX:	359.20
Total RURAL DITCH COMPANY:	416.00
Total SAFE BUILT COLORADO INC:	36,028.24
Total SAFETY AND CONSTRUCTION SUPPLY INC:	469.00
Total SCELZI ENTERPRISES, INC - CO DIV:	8,015.00
Total SIMPLIFILE:	575.00
Total SIRCHIE FINGER PRINT LABORATORIES:	68.95
Total SNAP ON INDUSTRIAL:	806.42
Total ST VRAIN SANITATION DISTRICT:	110.00
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	173,822.63
Total St. Vrain & Left Hand Water Conservancy:	171.89
Total ST. VRAIN LAKES METRO DISTRICT #1 - FURA:	2,707.85
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	58,691.92

Name	Total Paid
Total ST. VRAIN LAKES METRO DISTRICT #3 - FURA:	1,017.97
Total ST. VRAIN LAKES METRO DISTRICT #4 - FURA:	578.37
Total St. Vrain Sanitation District - FURA:	1,770.99
Total STEVE BALCEROVICH:	1,250.00
Total SUMMIT ENTERTAINMENT OF THORNTON LLC:	4,061.34
Total THE TREE FARM:	1,053.31
Total THOMSON REUTERS-WEST:	154.35
Total TIMBERLAN, INC:	20,052.25
Total TRACTOR SUPPLY COMPANY:	393.94
Total TRAFFIC SIGNAL CONTROLS, INC:	24.00
Total Treetop Products, Inc.:	5,038.12
Total ULTIMATE OUTDOOR ENTERTAINMENT LLC:	2,750.00
Total UME CUSTOM EMBROIDERY:	223.49
Total UNITED POWER:	14,990.35
Total UNITED POWER-BRIGHTON:	750.00
Total UNIVERSITY AUTO PARTS, INC:	2,608.83
Total UTILITY REFUNDS -1:	50.00
Total VALLI INFORMATION SYSTEMS:	2,385.52
Total VAN DIEST SUPPLY COMPANY:	4,537.50
Total VANCE BROTHERS INC:	2,095.50
Total VANTAGE POINT SOLUTIONS, INC:	52,500.00
Total Verizon Connect NWF INC:	78.33
Total VERIZON WIRELESS:	5,593.46
Total VISION GRAPHICS INCORPORATED:	1,008.97
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	807.50
Total WAGNER EQUIPMENT CO.:	1,908.00
Total WAGNER WELDING SUPPLY CO.:	26.04
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	27,911.37
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	874.50
Total WELD COUNTY DETENTION CENTER:	28.98
Total WELD COUNTY INFORMATION TECHNOLOGY:	310.00
Total WENCK ASSOCIATES INC:	21,629.02
Total WESTERN PAPER DISTRIBUTORS INC:	16.48
Total WEX BANK:	11,940.20
Total WFG NATIONAL TITLE (WSTMR):	27.72
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	1,060.86
Total WILLIAMSON & HAYASHI, LLC:	13,172.00
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	100.90
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,891.68

NameTotal Paid

Grand Totals:

1,319,225.17

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	8,923.75	Direct Deposit Net	383,943.66	Informational	0.00
2-00	Overtime Pay	98.00	Net	2,216.97	Fringe Benefits	9.60
3-00	Paid Time Off & EIB	2,201.16				
5-00	Call Outs	14.00				
7-00	Holiday, Holiday Worked	16.50				
8-10	PD Grant/Contracts	14.00				
8-00	Miscellaneous Pay	250.00				
8-21	NON WORK- COVID19	27.00				
8-22	EPSL-Emergency Pd Sick	104.50				
8-24	WORKING - COVID 19	261.25				
9-01	Comp Time Earned	14.00				
9-02	Comp Time Used	34.50				
Grand Totals:		11,958.66		386,160.63		9.60

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	464,464.27	8-16	Employee Bonus	0.00	61-02	HSA7100	-5,102.66
1-03	Mayor/Trustee	2,150.00	8-20	Retro Pay (non-FPPA)	0.00	61-10	FSA- Dependent Care	-953.32
1-04	Temporary	0.00	8-21	NON WORK - COVID 19	569.26	61-11	FSA- Limited Purpose	-206.66
2-00	Overtime	4,794.15	8-22	EPSL-Emergency Pd Sick Lv	1,531.22	61-12	FSA - Medical	-1,738.86
3-01	PTO	50,236.27	8-24	WORKING - COVID 19	6,319.90	62-00	Dental Insurance	-925.25
3-05	PTO Payout	808.41	9-02	Comp Time	797.13	63-00	Vision	-311.00
3-10	Contract PTO	0.00	19-00	3rd Party Pay	1,696.32	64-01	Voluntary/Ad Life	-932.90
4-00	EIB	2,763.98	21-00	Cell Phone Stipend	225.00	64-03	Child Life	-40.00
5-01	Call Outs	283.38	30-01	Gift Card	0.00	64-04	Spouse Life	-302.90
5-02	PD Call Outs	154.82	30-04	Life Ins > 50k	9.60	64-99	Accident Insurance	-678.20
7-01	Holiday	558.98	40-00	401k - PERA	-318.84	70-01	Misc Deduction	0.00
7-02	Holiday Work SW	0.00	50-01	FPPA 457	-931.20	70-02	Child Support	-837.50
7-03	Holiday Work NSW	0.00	50-02	FPPA PD Pension	-21,279.39	70-03	Garnishment	-935.00
8-01	Misc Pay	-122.46	50-03	FPPA ROTH	-742.56	70-04	Equipment	-578.06
8-02	Retro Pay	0.00	51-01	PERA	-28,321.46	74-00	Soc Sec	-806.90
8-04	Bereavement	1,410.00	51-02	PERA+457	-565.36	75-00	Medicare	-7,485.87
8-06	Snow Day	0.00	51-03	PERA Life	-77.50	76-00	FWT	-48,185.67
8-07	LTD Reimb	0.00	52-01	ICMA 401a	-250.00	77-00	SWT	-17,586.00
8-08	Pd Admin Leave	6,150.40	52-02	ICMA 457b-Pre	-754.84	79-00	3rd Party Medicare	-24.60
8-10	PD Grant	874.02	52-04	ICMA 457b-Post	-384.62	85-00	Net Pay - check	545.25
8-12	Jury Duty	0.00	60-00	Health Insurance	-17,596.98	86-00	Dir Deposit	383,943.66
8-13	Military Leave	1,410.50	61-01	HSA3550	-2,060.82	89-00	3rd Party Net	-1,671.72

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	15,475.81	61-01	HSA3550	1,050.00	91-00	Long Term Disability	1,945.06
51-01	PERA	47,313.52	61-02	HSA7100	3,100.00	92-00	Short Term Disability	1,940.01
51-04	PERA AED/SAED	498.08	62-00	Dental Insurance	5,402.85	93-00	Police Pension	5,456.09
52-01	ICMA 401a	0.00	63-00	Vision Insurance	845.05	94-00	Basic Life & AD&D	1,136.48
52-02	ICMA 457b	1,615.38	74-00	Social Security	806.90	95-01	Employee Asst Plan	580.28
60-00	Health Insurance	75,964.41	75-00	Medicare	7,510.47	98-00	State Unemployment	1,629.00