



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

August 11, 2021
7:00 PM
9900 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. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - 5.a. Approval of July 28, 2021 Meeting Minutes
6. **Presentation**
 - a. Night to Shine Presentation
7. **Discussion/Action**
 - a. **Resolution 21-90** : A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER FOR THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HEI CIVIL, REGARDING THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT
 - b. **Resolution 21-91**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND STANTEC CONSULTING SERVICES, INC., REGARDING THE ST. VRAIN TREATMENT PLANT TRANSMISSION PIPELINE 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. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting 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.

- c. **Resolution 21-92:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND McGRANE WATER ENGINEERING, LLC. REGARDING THE ALLUVIAL WELL NO. 2 PHASE 1 EXPLORATION PROJECT

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

9. Reports

9.a. Staff

9.b. Mayor

9.c. Trustees

10. Adjournment

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: August 11, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of July 28, 2021 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of July 28, 2021 Draft Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. July 28, 2021 Draft Meeting Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
July 28, 2021

1. Access Information

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

Topic: 07-28-2021 Board of Trustees Meeting

Time: Jul 28, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87549277176?pwd=YUp4OEhaNW1iUGdOZUNOVlJNdm5kQT09>

Meeting ID: 875 4927 7176

Passcode: 203490

One tap mobile

+12532158782,,87549277176#,,,,*203490# US (Tacoma)

+13462487799,,87549277176#,,,,*203490# 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 (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 875 4927 7176

Passcode: 203490

Find your local number: <https://us02web.zoom.us/j/87549277176?pwd=YUp4OEhaNW1iUGdOZUNOVlJNdm5kQT09>

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on July 28, 2021, at the Police Department & Municipal Court Building, 9900 Park Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:00 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:** 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; Marty Ostholhoff, Planning Manager; Bryce Borders, Acting 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 Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve the Agenda, All in Favor, **Motion carried.**

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

Keith Hepplin gave public comment regarding Agenda Item 6b. Resolution 21-89.

Becky Duckworth gave public comment regarding the Ballot 2A item and Agenda Item 6b. Resolution 21-89.

Drew Peterson gave public comment regarding offer letters to Town employees.

Trent John gave public comment regarding Agenda Item 6b. Resolution 21-89.

6. Consent Agenda

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

6.a. Approval of July 14, 2021 Meeting Minutes

b. **Resolution 21-89:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE FIRST AMENDMENT TO THE

TOWN MANAGER'S EMPLOYMENT AGREEMENT

- c. **Resolution 21-86:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, TERMINATING THE TOWN OF FIRESTONE'S MARCH 25, 2020 DECLARATION OF LOCAL DISASTER REGARDING THE COVID-19 PANDEMIC

7. Presentation

- a. Historic Firestone Neighborhood Plan Update Presentation
- b. Broadband Update and Presentation

8. Land Development

- a. **PUBLIC HEARING: Resolution 21-87:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO AN EXISTING FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN RIDGE CREST SUBDIVISION FILING NO. 1

Mayor Sindelar opened the public hearing for Resolution 21-87 and Resolution 21-88 at 8:08 PM.

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

Denise Erikson gave public comment regarding any impact the potential of widening the road.

Frank Rizzo gave public comment regarding the cost of the project.

Mayor Sindelar closed the public comment portion of the public hearing at 8:28 PM

Ms. Berry responded to Board questions regarding the rationale for the 100 ft setback, the HOA's support, and the date of the original approval of the Final Development Plan.

Motion by Trustee Whelan, **second** by Trustee Meiring, to Approve **Resolution 21-87:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO AN EXISTING FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN RIDGE CREST SUBDIVISION FILING NO. 1

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez,

Trustee Doherty, Trustee Sharp
No: None
Abstain: None
Motion carried.

- b. **PUBLIC HEARING: Resolution 21-88:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO AN EXISTING FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN RIDGE CREST PUD FILING 2/3

Mayor Sindelar opened the public hearing for Resolution 21-87 and Resolution 21-88 at 8:08 PM.

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

Denise Erikson gave public comment regarding any impact the potential of widening the road.

Frank Rizzo gave public comment regarding the cost of the project.

Mayor Sindelar closed the public comment portion of the public hearing at 8:28 PM

Ms. Berry responded to Board questions regarding the rationale for the 100 ft setback, the HOA's support, and the date of the original approval of the Final Development Plan.

Motion by Trustee Doherty, **second** by Trustee Meiring, to Approve **Resolution 21-88:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO AN EXISTING FINAL DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN RIDGE CREST PUD FILING 2/3

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

9. Discussion/Action

- a. **Resolution 21-78:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A GENERAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VANCE BROTHERS INC FOR STREET CRACK FILL SERVICES

Motion by Trustee Meiring, **second** by Trustee Doherty, to Approve **Resolution 21-78:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A GENERAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VANCE BROTHERS INC FOR STREET CRACK FILL SERVICES

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- b. **Ordinance 999:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 12.32 – PARK AND RECREATION FACILITIES

Motion by Trustee Sharp, **second** by Trustee Whelan, to Approve **Ordinance 999:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AMENDING CHAPTER 12.32 – PARK AND RECREATION FACILITIES

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- c. **Resolution 21-79:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO ESTABLISHING A PARK USE FEE FOR COMMERCIAL ENTITIES

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **Resolution 21-79:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO ESTABLISHING A PARK USE FEE FOR COMMERCIAL ENTITIES

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- d. Cancellation of the August 25, 2021 Regular Board of Trustees Meeting

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Meiring, to Approve the Cancellation of the August 25, 2021, Regular Board of Trustees Meeting, All in Favor, **Motion carried.**

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

Frank Rizzo gave public comment regarding the condition of roads, auto thefts, and the Chief's Reports.

11. Reports

11.a. Staff

AJ Krieger, Town Manager, reported on inaccurate statements made during public comment and on social media.

11.a.i. June Monthly Board Report

11.a.ii. 2021 2nd Quarter Financials

11.b. Mayor

Mayor Sindelar reported on misinformation.

11.c. Trustees

Mayor Pro Tem Jimenez reported on the public comment regarding 2A and the construction of a new Town Hall building. Mayor Pro Tem Jimenez reported on requests for pedestrian crossings between Oak Meadows and Mountain Shadows School.

Trustee Whelan reported on meeting with a staff member from a City in Arizona, and that it would possibly be discussed at a future work session. Trustee Whelan next Chat with Trustees on August 4th a 6:30 PM.

Trustee Meiring reported on the Cultural Committee and the need to revisit some of those committees.

12. Executive Session

- a.** An executive session pursuant to C.R.S. 24-6-402(4)(e)(I) for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators and C.R.S. 24-6-402(4)(b) for a conference with an attorney for the Town for the purpose of receiving legal advice on specific legal questions concerning litigation issues regarding Central Weld County Water Districts service to the Town

open: 10:13 PM

Motion by Trustee Meiring, **second** by Trustee Doherty, to go into an executive session pursuant to C.R.S. 24-6-402(4)(e)(I) for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators and C.R.S. 24-6-402(4)(b) for a conference with an attorney for the Town for the purpose of receiving legal advice on specific legal questions concerning litigation issues regarding Central Weld County Water Districts service to the Town

Roll Call Vote:

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

No: None
Abstain: None
Motion carried.

close: 10:54 PM

13. Adjournment

Introduced and Approved the 11th of August, 2021.

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Presentation

Meeting Date: August 11, 2021

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Night to Shine Presentation

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.a

Discussion/Action

Meeting Date: August 11, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-90 : A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CHANGE ORDER FOR THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HEI CIVIL, REGARDING THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT

SUMMARY

One element of the Firestone Reservoir No. 1 construction project was a trenchless crossing of Zinnia Avenue for the pipeline that will be used to transfer water from Reservoir No. 1 to the St Vrain River. The original design was for a Horizontal Direction Drill (HDD) installation. The pipe material needed to accomplish this has a limitation on the degree of bend allowed with the pipe and requires that the pipe size be reduced from the rest of the pipeline. The Contractor's HDD subcontractor had expressed some concerns about being able to make the designed bends because of the soil in the work area and proposed a deeper installation that would ensure no conflicts with the existing sanitary sewer pipelines in the roadway. The solution would result in a very deep pipe that solved the utility conflict problem but is problematic for future repairs if that were ever needed. The design team and the contractor then developed a second solution that would still result in a deep pipe but would utilize a more traditional bore and jacked casing pipe that makes future repairs more manageable and also allowed us to upsize the crossing pipe to match the rest of that system. This solution also would allow the Town to add a second bore and jacked casing pipe that would be used for the potable water line needed to connect the St Vrain Water Treatment Plant with the Town's existing water distribution system without having to mobilize a second time. The attached change order removes the HDD installation from the contract and replaces it with 2-30" diameter bore and jacked casing pipe crossings of Zinnia Avenue.

HISTORY AND PREVIOUS BOARD ACTION

On September 23, 2020, the Board of Trustees approved Resolution 20-85 awarding the construction contract for Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project.

RECOMMENDATION

Staff recommends the Board of Trustees approve the attached resolution approving Change Order No. 2 to the construction contract with HEI Civil and authorize the Mayor to execute the resolution on behalf of the Town.

ALTERNATIVES

The Board could direct staff to seek an alternative solution.

ATTACHMENTS

1. Res 21-90 HEI Civil Change Order 2
2. W2020-9529 Reservoir 1 CO 2 (2021.08.02)
3. 2021-0408 Firestone_zinnia crossing

FINANCIAL CONSIDERATIONS

Change Order No. 2 is \$457,562.00 and will be paid from the Water Fund.

RESOLUTION NO. 21-90

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A CHANGE ORDER FOR THE
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND HEI CIVIL,
REGARDING THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY
INFRASTRUCTURE PROJECT**

WHEREAS, the Firestone Reservoir No.1 Supply and Delivery Infrastructure Project (“Project”) called for the Horizontal Direction Drill (“HDD”) installation of the pipeline crossing Zinnia Avenue that will be used to transfer water from Reservoir No. 1 to the St. Vrain River; and

WHEREAS, limitations on the degree of bend in the proposed pipe material and concerns with the soil resulted in the need for a deeper installation of the pipeline, which would be problematic if the pipeline needed repair; and

WHEREAS, the Project’s design team proposed a solution that would still result in a deeper pipe but would utilize a more traditional bore and jacked case pipe that would make repairs more manageable; and

WHEREAS, to effectuate such a change, the proposed Change Order removes the HDD installation and replaces it with 2–30 inch diameter bore and jacked casing pipe for the Zinnia Avenue crossing.

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

The Change Order for the Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project Agreement between the Town of Firestone and HEI Civil 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 Change Order on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Koenig, CMC Town Clerk

William P. Hayashi, Town Attorney

CHANGE ORDERNo. 2PROJECT Firestone Reservoir No. 1 Supply and Delivery Infrastructure ProjectDATE OF ISSUANCE 7/30/2021 EFFECTIVE DATE _____OWNER Town of FirestoneOWNER'S Contract No. W2020-0965CONTRACTOR HEI Civil ENGINEER Stantec

You are directed to make the following changes in the Contract Documents.

Description:

- 1.) Increase Line Item 26-St. Vrain Delivery Pipeline quantity by 38-LF to 3,503-LF total. Resulting line item total equal to \$427,366.00
- 2.) Reduce Line Item 27-Directional Drilling quantity to 0. Resulting line item total equal to \$0.00
- 3.) Add Line Item 52-30-in Auger Bore with units of LF. Unit Price equal to \$1,764.00/LF. Total quantity equal to 304-LF. Resulting line item equal to \$536,256.00
- 4.) Add Line Item 53-Augur Bore Dewatering with units of Days. Unit Price equal to \$3,058.00/DY. Total quantity equal to 15-DY. Resulting line item equal to \$45,870.00

Attachments: None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Substantial Completion: <u>365</u>
\$ <u>7,016,948.45</u>	Ready for final payment: <u>400</u>
	days or dates
Net changes from previous Change Orders No. <u>0</u> to <u>1</u>	Net changes from previous Change Orders No. <u>0</u> to <u>1</u>
\$ <u>101,993.10</u>	<u>0</u>
	days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ <u>7,118,941.55</u>	Substantial Completion: <u>365</u>
	Ready for final payment: <u>400</u>
Net Increase (decrease) of this Change Order	Net Increase (decrease) of this Change Order
\$ <u>457,562.00</u>	<u>0</u>
	days
Contact Price with all approved Change Orders	Contract Times with all approved change Orders
\$ <u>7,576,503.55</u>	Substantial Completion: <u>365</u>
	Ready for final payment: <u>400</u>

RECOMMENDED

APPROVED

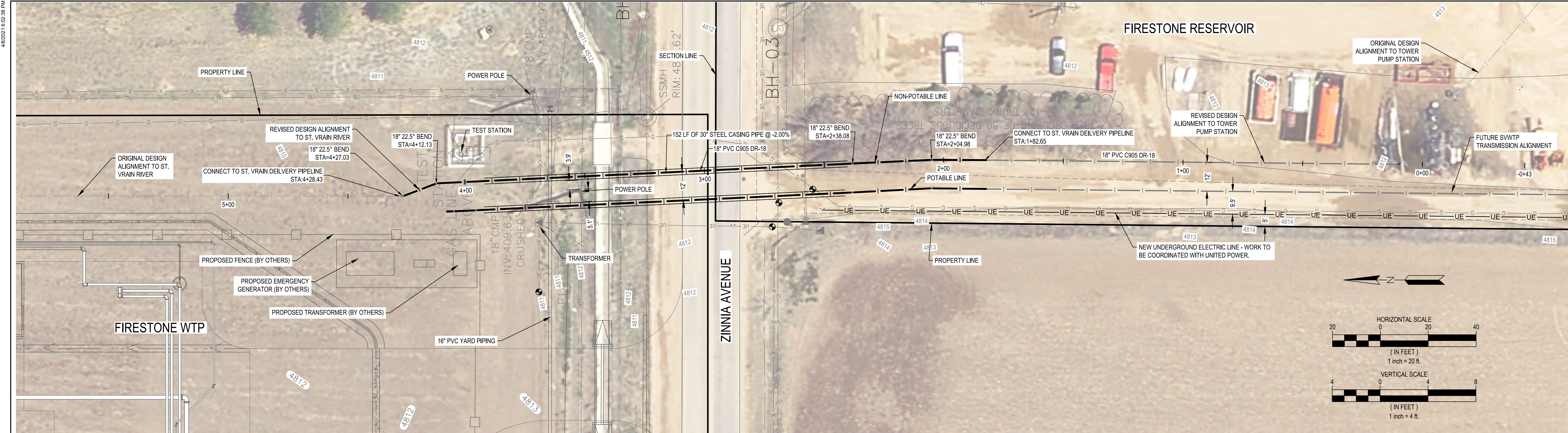
ACCEPTED

By: _____
Engineer (Authorized Signature)By: _____
Owner (Authorized Signature)By: _____
Contractor (Authorized Signature)Date: 8/2/2021

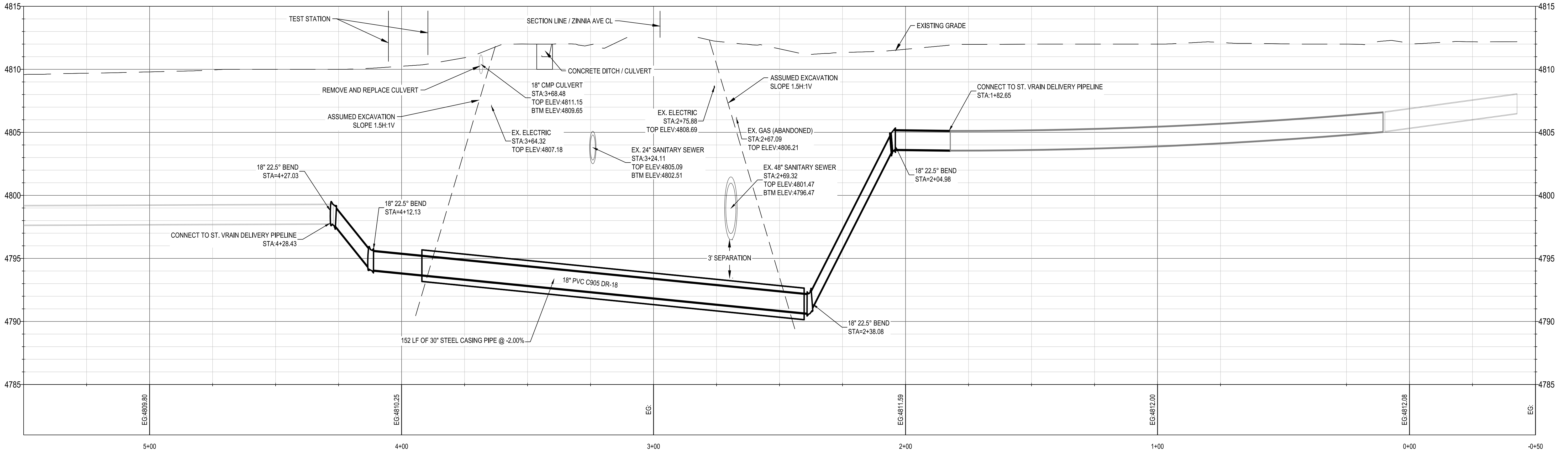
Date: _____

Date: 8/2/2021

This **CHANGE ORDER**, when executed, constitutes a modification to the **CONTRACT**. The Contractor accepts this change order as full compensations for the additional work and any delays to the project caused by this **CHANGE ORDER**.



NON POTABLE ZINNIA CROSSING PROFILE



- NOTES**
- ENTIRE LENGTH OF PIPE SHALL BE RESTRAINED.
 - SEE TOWN OF FIRESTONE STANDARD DETAIL W19 FOR CASING PIPE REQUIREMENTS.
 - PROTECT ALL EXISTING UTILITY INFRASTRUCTURE. COORDINATE WITH DCP MIDSTREAM AND UNITED POWER FOR WORK NEAR GAS AND ELECTRIC UTILITIES.

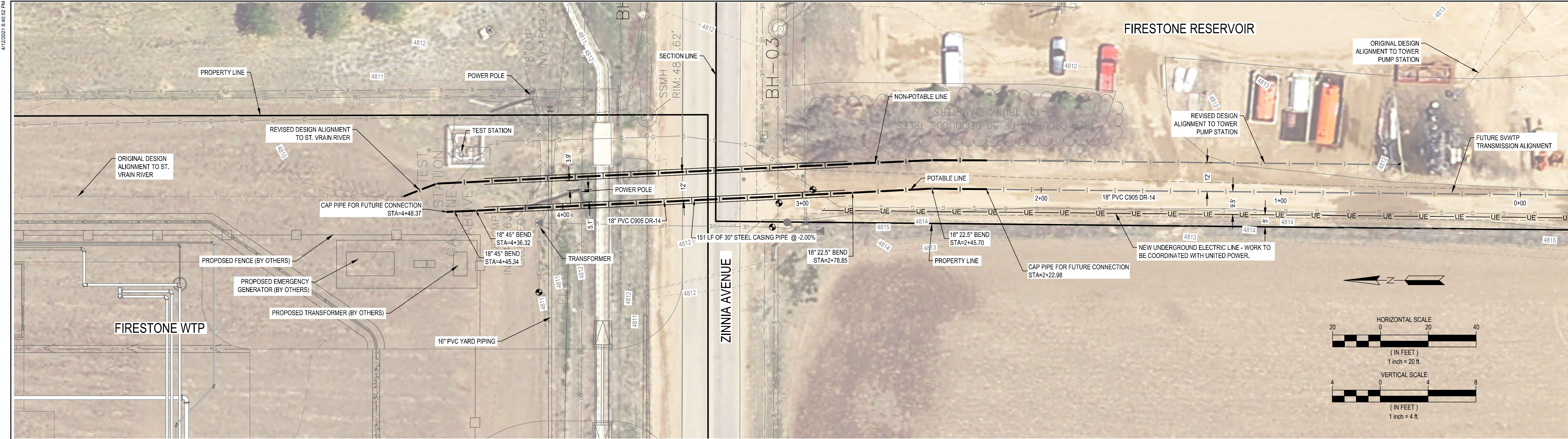
ISSUE NO.:	DATE:	DESCRIPTION:	DWN BY:	CHK'D BY:	APP'D BY:
	4-12-21	CHANGE ORDER 2	RG	MJK	MJK

WENCK
now part of
Stantec
7000 YELLOWTAIL RD, SUITE 230
CHEYENNE, WY 82009
PHONE: 307-634-7848
FAX: 307-634-7851
WWW.WENCK.COM

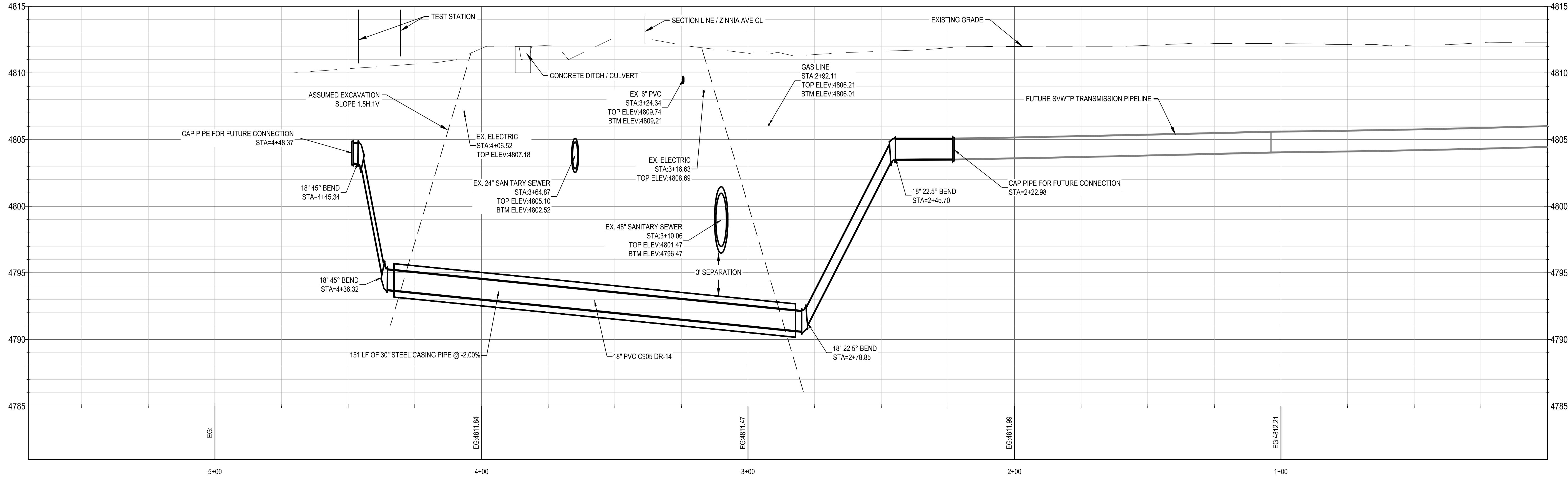
CLIENT:
FIRESTONE
COLORADO
PROJECT PARTNER:
acuity, llc

PROJECT TITLE:
FIRESTONE SVWTP
LOCATION:
FIRESTONE, COLORADO

DRAWN BY: RAG
DATE: 04-05-2021
PROJECT NO.: 6365-20-500
SHEET TITLE:
ZINNIA AVENUE TRENCHLESS PIPELINE
CROSSING (NON-POTABLE LINE)
SHEET NO.:
C-101



POTABLE ZINNIA CROSSING PROFILE



- NOTES**
- ENTIRE LENGTH OF PIPE SHALL BE RESTRAINED.
 - SEE TOWN OF FIRESTONE STANDARD DETAIL W19 FOR CASING PIPE REQUIREMENTS.
 - PROTECT ALL EXISTING UTILITY INFRASTRUCTURE. COORDINATE WITH DCP MIDSTREAM AND UNITED POWER FOR WORK NEAR GAS AND ELECTRIC UTILITIES.

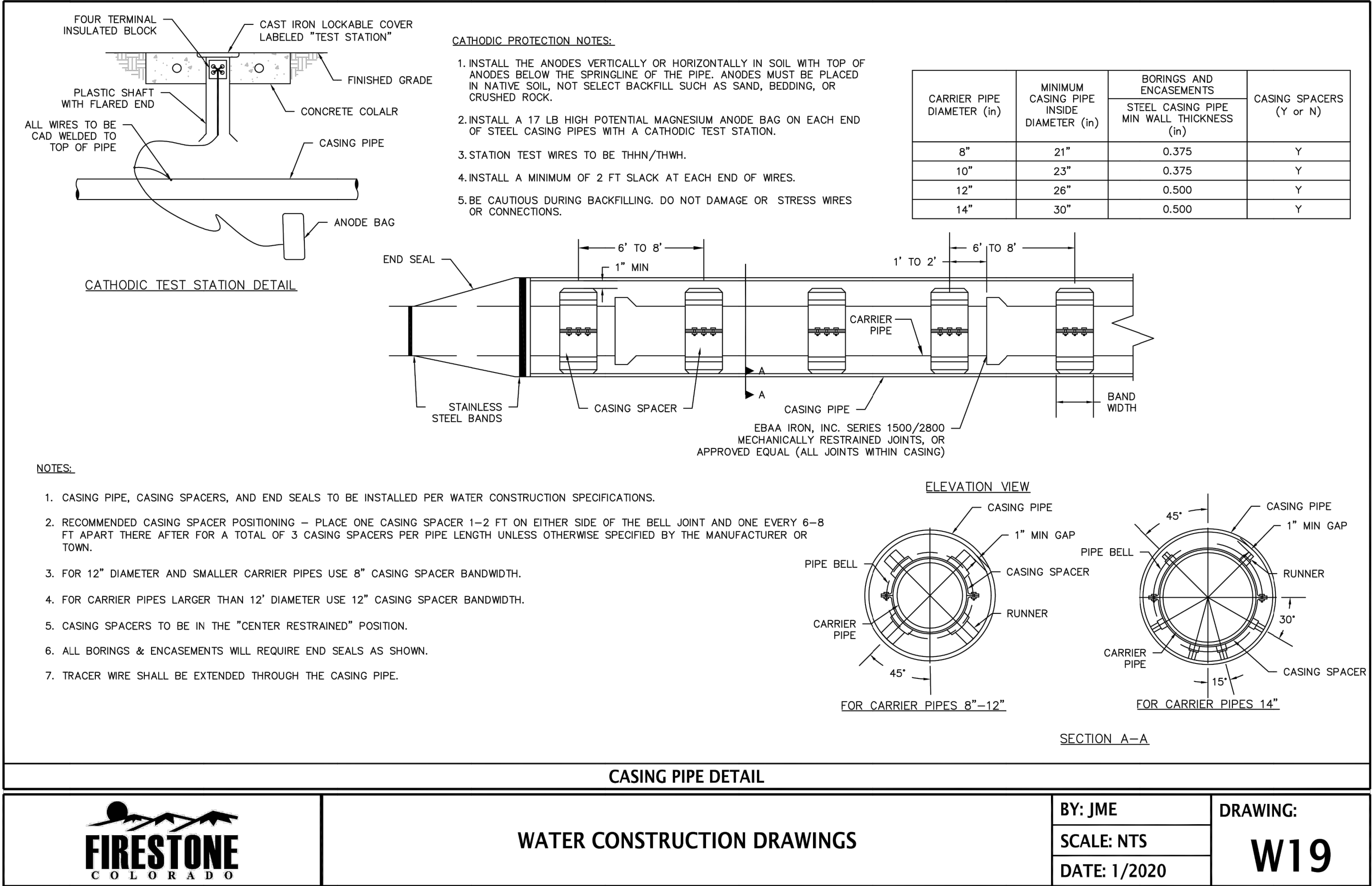
ISSUE NO.:	DATE:	DESCRIPTION:	DWN BY:	CHKD BY:	APPD BY:
	4-12-21	CHANGE ORDER 2	RG	MJK	MJK

WENCK
now part of
Stantec
7000 YELLOWTAIL RD, SUITE 230
CHEYENNE, WY 82009
PHONE: 307-634-7848
FAX: 307-634-7851
WWW.WENCK.COM

CLIENT:
FIRESTONE
COLORADO
PROJECT PARTNER:
acuity, llc

PROJECT TITLE:
FIRESTONE SVWTP
LOCATION:
FIRESTONE, COLORADO

DRAWN BY:
RAG
DATE:
04-05-2021
PROJECT NO.:
6365-20-500
SHEET TITLE:
ZINNIA AVENUE TRENCHLESS PIPELINE
CROSSING (POTABLE LINE)
SHEET NO.:
C-102



**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.b

Discussion/Action

Meeting Date: August 11, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-91: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND STANTEC CONSULTING SERVICES, INC., REGARDING THE ST. VRAIN TREATMENT PLANT TRANSMISSION PIPELINE PROJECT

SUMMARY

Firestone has pre-procured 18" PVC pipe and has awarded the construction contract for the installation of the St Vrain WTP Transmission Pipeline project that will be used to get potable water from the St Vrain Water Treatment Plant to the Town's existing water distribution system. The staff worked with the design consultant to develop a scope of services and a budget for Construction Engineering Support Services. Stantec Consulting Services, Inc. was the design engineer for the project and has the institutional knowledge and construction services expertise to assist the Town with administration and oversight of the construction contract. The attached professional services agreement will allow them to stay with the project thru construction in a support role.

HISTORY AND PREVIOUS BOARD ACTION

On June 9, 2021, the Board of Trustees approved Resolution 21-72 authorizing the purchase of approximately 2.5 miles of 18" PVC pipe for the St Vrain WTP Transmission Pipeline Project.

On July 14, 2021, the Board of Trustees approved Resolution 21-85 awarding the construction contract for the St Vrain WTP Transmission Pipeline Project to EZ Excavating, Inc.

RECOMMENDATION

Staff recommends the Board approve the attached resolution approving the construction engineering services contract for the St. Vrain WTP Transmission Pipeline Project with Stantec Consulting Services, Inc. for an amount not to exceed \$102,900.00 and authorizes the Mayor to execute the contract on behalf of the Town.

ALTERNATIVES

NA

ATTACHMENTS

1. Res 21-91 Stantec Consulting Services St Vrain Treatment Plant Contract
2. W2020-9524.06 Stantec SVWTP Transmission Pipeline CE Agreement (2021.08.04)
3. Vicinity Map

FINANCIAL CONSIDERATIONS

The contract is an amount not to exceed \$102,900.00 and will be paid from the Water Fund.

RESOLUTION NO. 21-91

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND STANTEC CONSULTING SERVICES, INC.,
REGARDING THE ST. VRAIN TREATMENT PLANT TRANSMISSION
PIPELINE PROJECT**

WHEREAS, the Town of Firestone ("Town") is in need of Construction Engineering Services for the construction of the St. Vrain Water Treatment Plant Transmission Pipeline Project ("Project"); and

WHEREAS, as Stantec Consulting Services, Inc., ("Stantec") served as the Project's design engineer it is uniquely qualified, given its knowledge and experience with the Project, to provide the Project's Construction Engineering Services.

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

The St. Vrain Water Treatment Plant Transmission Pipeline Project's Construction Engineering Services Agreement between the Town of Firestone and Stantec Consulting Services Inc. 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 _____, 2021.

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 _____, 2021 (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 **Stantec Consulting Services Inc.**, a New York corporation and an independent contractor with a principal place of business at **370 Interlocken Boulevard, Suite 300, Broomfield, CO 80021** ("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: **St. Vrain Water Treatment Plant Transmission Pipeline Construction Engineering (W2020-9524.06)**

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 amount of \$102,900.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. 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

**STANTEC CONSULTING
SERVICES 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 _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

(attached)



now part of



Stantec Consulting Services Inc.

3325 S. Timberline Road, Suite 105, Fort Collins, CO 80525

July 14, 2021

Attention: Mr. David B. Lindsay, PE
President
Colorado Civil Group
2204 Hoffman Drive
Loveland, CO 80538

Reference: Scope of Services for Construction of Firestone Pipeline Project

Dear Mr. Lindsay,

Thank you for considering this professional engineering services proposal for construction management services for the Town of Firestone's (Town) Pipeline Project. We are eager to serve the Town on this project.

As you are aware, our team has been involved with this project since its inception. Our knowledge of the project and the continuity of our experienced team will provide successful project delivery to the Town.

Appendix A includes our proposed scope of services, Appendix B presents our proposed project team, Appendix C summarizes our proposed schedule and Appendix D provides a breakdown of estimated costs and 2021 fee schedule.

On behalf of Stantec, thank you for this opportunity to continue services on the project. Should you have any questions or need clarification of anything presented in the attached proposal, please do not hesitate to call me.

Regards,

Stantec Consulting Services Inc.

Pamela Massaro, PE

Project Manager

Phone: (970) 893-4807

pamela.massaro@stantec.com

Appendix A – Scope of Services

Stantec will provide the following construction related Services for the Firestone Pipeline Project. Our scope assumes twenty-two weeks for Construction Management, with special observation construction management provided for installation of two vaults and two bore crossings. Modifications to the construction schedule will affect our scope and budget.

Task 1 – Construction Management

Stantec 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 Colorado Civil Group 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. Engineer's review shall be to assure conformity to the construction Contract Documents.
- E. Receive and review guarantees, tests and approvals assembled by the Contractor in accordance with construction Contract documents.
- F. Interpret construction Contract documents when requested to do so by Colorado Civil Group or Contractor. Formally respond to any Requests for Information (RFI).
- 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 Colorado Civil Group.
- J. Review and process the Contractor's monthly payment requests, and forward to Colorado Civil Group when appropriate. Engineer's review shall be for making a full independent mathematical check of the Contractor's payment request.

Task 2 – Limited Special Field Observation – Vault(s) Installation and Bore Crossings

Stantec 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. Conduct periodic onsite observations of the installation of vaults (2) and bore crossings (2) work to help determine if the work is proceeding in accordance with the construction contract documents.
- B. Maintain a photograph and/or video file documenting periodic site visits and provide same to Colorado Civil Group upon project completion.

Task 3 –Project Closeout

Stantec 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.

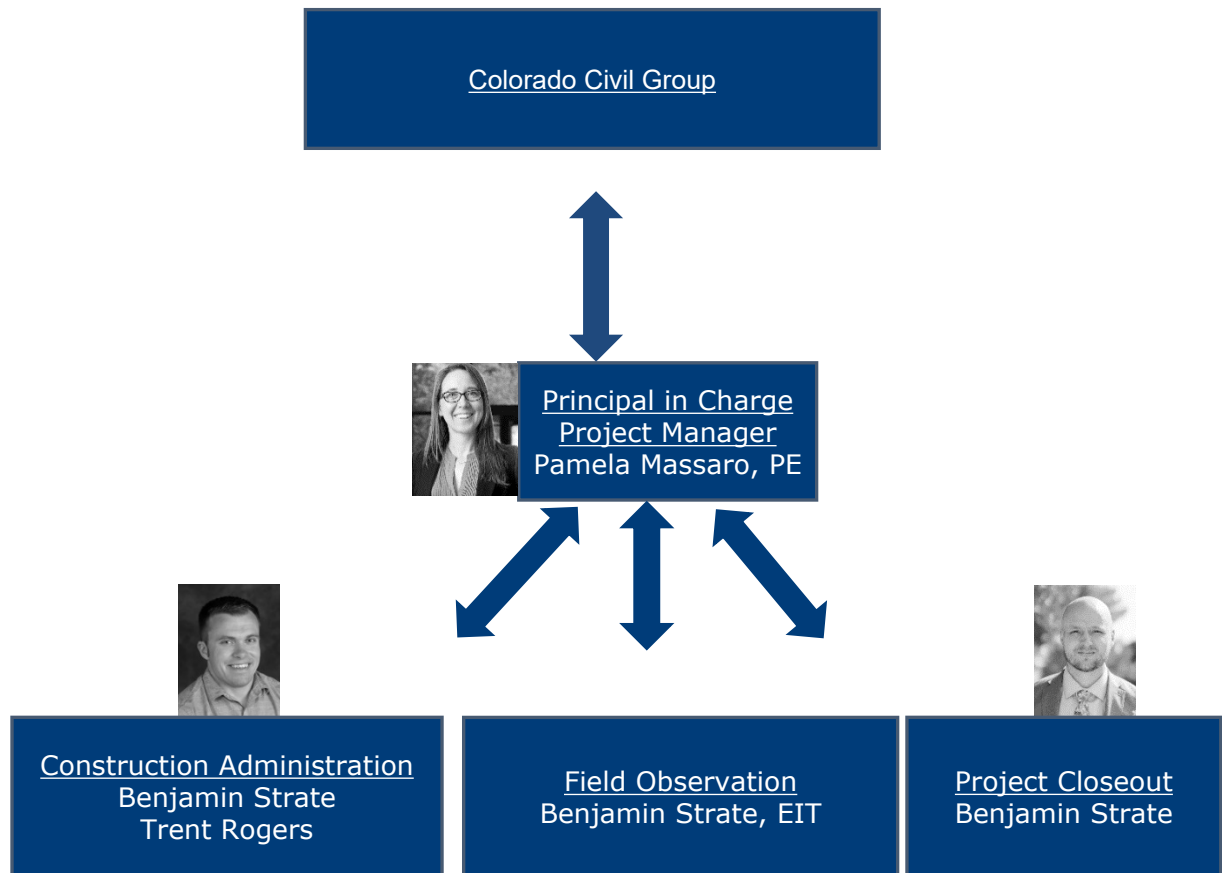
Work Products:

- A. Provide qualified staff to assist Colorado Civil Group 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 Colorado Civil Group.
- 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 Colorado Civil Group 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 three draft copies of the drawings to the Authority 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 Colorado Civil Group, Town of Firestone and Colorado State Engineer.
- F. Complete and submit a final construction report to Colorado Civil Group. 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 Colorado Civil Group.
- H. Provide warranty inspection after warranty period is complete. Advise Colorado Civil Group of warranty items. Provide Notice to Contractor regarding warranty items.

Appendix B – Project Team

Stantec's proposed project team has been selected based on their expertise in implementation of water delivery projects. The proposed project team members and their respective qualifications are highlighted below. Abbreviated resumes follow the project team description.



Geotechnical Engineering Subcontractor: Kumar & Associates and Brierley Associates



Pamela Massaro, P.E. | Principal in Charge & Project Manager

- Principal in Charge
- Oversees Project Delivery
- Technical Oversight
- Managing Budgets and Issuing Invoices
- QA/QC

Qualifications

Pamela has 20+ years of experience as a Project Manager leading multi-disciplinary design teams on projects ranging from raw water conveyance and storage projects to industrial site design. She has worked on a multitude of water quality and wastewater projects. She is familiar with all the nuances of the Walker Project design. She has managed and designed elements of the below grade reservoir, grouted riprap spillway, familiar with the permitting and floodplain requirements, raw water infrastructure, and drainage and sediment control. She is experienced at working with most federal, state, and local government agencies, as well as private landowners to accomplish project goals. Pamela will manage the Project and ensure that the goals of the Project and expectations of the Authority are fully understood.

Ms. Massaro has completed large-scale water storage and pumping projects including:

- Town of Windsor: Kyger Reservoir Project
- Large Industrial Site: Stormwater Facilities
- Municipal Conveyance Projects

Ben Strate, EIT | Technical Team

- Field Observation
- Supporting Submittal Reviews and RFIs
- Project Close out

Qualifications

Ben is a chemical engineer with a passionate dedication to providing high quality service with optimal efficiency. Ben has 3 years of experience in the water and wastewater industry including water treatment, conveyance, network modeling, asset rehabilitation, regulatory compliance, construction management, and high-capacity storage. Furthermore, this experience includes the production of design documents, technical specifications, contract administration documents, preliminary engineering reports and feasibility studies. He is currently working on Firestone projects on submittal review with the Wyoming Department on Transportation on a safety improvement project.

Trent Rogers, EIT | Technical Team

- Field Observation
- Supporting Submittal Reviews and RFIs

Qualifications

Trent is a civil engineer with experience installing submersible pumps, vertical turbine pumps, and pipeline accessories, e.g., valves, flow meters, and pressure tanks. He is familiar with Colorado water laws and has experience with domestic, irrigation and commercial water wells. Trent has 5 years of applied experience outside of academia. He is also adept with hydraulic design, modeling and drainage during his time at the Wyoming Department on Transportation.

Appendix C – Schedule

The Stantec project team will complete the proposed scope of work per the estimated schedule outlined below. We will begin work immediately after receiving a signed copy of the Contract Amendment.

Table 1: Proposed Project Schedule

Task	Task Description	Estimated Start Date	Estimated Completion Date
1	Construction Administration	July 27, 2021	December 31, 2021
2	Construction Management – Special Observation	July 27, 2021	December 31, 2021
3	Project Closeout	December 31, 2021	January 31, 2022

Appendix D – Cost Estimate

The Stantec project team proposes a budget of \$109,100.00 be allocated for the baseline scope of services described in Tasks 1 through 3. Stantec will not exceed the authorized budget without obtaining written approval from Colorado Civil Group. Stantec shall bill on a Time and Materials basis per our 2021 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 Walker Project

Task	Task Description	Estimate of Professional Fees
1	Construction Management	\$ 84,100.00
2	Site Observation – Vault Install & Bore Crossings	\$ 9,000.00
3	Project Close-Out	\$ 9,800.00
	Total	\$102,900.00

We made the following assumptions to develop our costs:

- Assumes 22 work weeks for Site Observation
 - Assumes Special observation for:
 - 2 Vault Installations: 1 day/week for 2 weeks
 - 2 Bore Crossings: 1 day/week for 6 weeks
- Assumes 6 work weeks project close-out: Approximately 1 day per week

Firestone Pipeline CM Services: DRAFT Fees 7-14-21

	Professional Fees					Expenses	TOTAL PROJECT
	Benjamin Strate/Trent	Pamela Massaro	Brierly	Kumar & Assoc	TOTAL LABOR		
<i>Rates</i>	\$ 141.00	\$ 207.00					
Labor Hours							
1.0 Construction Management							
1.1 Bidding	24	8			32		
1.2 Pre-Con Mtg	8	4			12		
1.3 Weekly Coordination Mtgs	88	16	\$ 3,700.00		104	\$ 700.00	
1.4 Submittals	60	12	\$ 7,300.00		72		
1.5 Change Management	40	8			48		
1.6 RFI's/Clarifications/Coordination/Permits	96	60			156		
1.7 Pay Apps	88				88		
<i>Subtotal (hrs)</i>	372	96			468		
<i>Subtotal (\$)</i>	\$ 52,452	\$ 19,872	\$11,000.00	\$0.00	\$ 72,324	\$ 700	\$ 84,100.00
2.0 Site Observation Vault Install & Bore Crossings							
2.1 Special Observation	50	8		\$ 245.00	58	\$ -	
<i>Subtotal (hrs)</i>	50	8			58		
<i>Subtotal (\$)</i>	\$ 7,050.00	\$ 1,656.00	\$ -	\$245.00	\$ 8,706.00	\$ -	\$ 9,000.00
3.0 Project Close-Out							
3.1 Equipment Start-Up/Commissioning	16	2			18		
3.2 Punchlist	4				4		
3.3 Record Drawings	16	2			18		
3.4 O and M/Reporting	8	2			10		
3.5 Aftermarket Support/Warranty	12	2			14		
<i>Subtotal (hrs)</i>	56	8			64		
<i>Subtotal (\$)</i>	\$ 7,896.00	\$ 1,656.00	\$ -	\$ -	\$ 9,552.00	\$ 238.80	\$ 9,800.00
BUDGETARY COST	\$67,398	\$23,184	\$11,000	\$245	\$90,582	\$939	\$102,900



ATTACHMENT – STANDARD RATE TABLE

BC2277_2021-0

HOURLY RATES

Stantec Billing Level	2021 Hourly Rate*
3	\$90
4	\$95
5	\$105
6	\$109
7	\$115
8	\$119
9	\$130
10	\$136
11	\$143
12	\$147
13	\$157
14	\$168
15	\$184
16	\$207
17	\$216
18	\$218
19	\$238
20	\$248
21	\$260

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

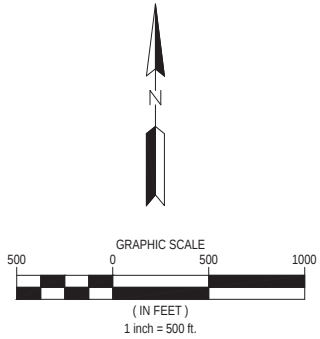
Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals**
May be billed at cost or daily per diem.
- **Lodging**
- **Mileage**
Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.

5/3/2021 10:28:18 AM

M:\365\501 Firestone SWTP\Delivery Systems\DESIGN\CA\03 PLANS\PROJECT MAP.dwg 5/3/2021 RICHAN A. GRENE



WENCK
now part of
Stantec

203 SOUTH MAIN STREET
#2003
SHERIDAN, WY 82801
PHONE: 307-675-1148
FAX: 307-675-1149
WWW.WENCK.COM

PROJECT PARTNER:

acuity, llc

CLIENT:

FIRESTONE
COLORADO

**PHASE 1 SWTP
TRANSMISSION PIPELINE**
TOWN OF FIRESTONE
FIRESTONE, WELD COUNTY, COLORADO

PROJECT TITLE	ISSUE NO.	DESCRIPTION	DATE
	1	ISSUED FOR BID	5/3/2021

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 6365-20-500

DWN BY: JTP	CHK'D BY: RAG	APP'D BY: MJK
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ISSUE DATE: 5/3/2021

ISSUE NO.:

SHEET TITLE:

PROJECT MAP

SHEET NO.:

C-101



**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.c

Discussion/Action

Meeting Date: August 11, 2021

Initiated By: Dave Lindsay

Dept: Public Works

AGENDA TITLE

Resolution 21-92: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND McGRANE WATER ENGINEERING, LLC. REGARDING THE ALLUVIAL WELL NO. 2 PHASE 1 EXPLORATION PROJECT

SUMMARY

Firestone is nearly done with the design and construction of the various elements of the FAST Alluvial Well Field that will be used to deliver raw water to the St. Vrain Water Treatment Plant. The 2020-2050 Water Action Plan identifies the need for multiple alluvial well fields to be able to meet the capacity of the St Vrain WTP. Staff had previously identified several other potential alluvial well field locations and would like to proceed with the initial phase of exploration of the St Vrain Sanitation District property east of FAST and adjacent to the St Vrain River. The first phase of exploration will include drilling of some sampling and monitoring wells to allow us to better understand the physical characteristics of the alluvium on that site, collecting groundwater samples for chemical analysis, and performing initial groundwater modeling. The results of this initial round of exploration and testing will determine if we proceed with a more in-depth study of that site or move onto another site. McGrane Water Engineering, LLC has been the Town's hydrogeological consultant for all of our previous exploration, evaluation, and well design services. Their performance has been exceptional on the previous projects and their institutional knowledge of our overall alluvial supply needs and their expertise in this field make them very well qualified to lead this next project. The attached professional services agreement provides the detailed scope and budget for the needed work at the next well field location.

HISTORY AND PREVIOUS BOARD ACTION

On March 25, 2020, the Board of Trustees approved Resolution 20-39 adopting the Firestone 2020-2050 Water Action Plan, which, among other things, described the need and the costs for the development of alluvial wells to supply raw water to the St. Vrain Water Treatment Plant.

RECOMMENDATION

Staff recommends the Board approve the attached resolution approving the design services agreement with McGrane Water Engineering, LLC for the Alluvial Well Field No. 2 Phase 1 Exploration and authorize the Mayor to execute the agreement on behalf of the Town.

ALTERNATIVES

The Board could choose to postpone the work to a later date.

ATTACHMENTS

1. Res 21-92 McGrane Water Engineering Alluvial Well
2. Alluvial Well Field 2 Vicinity Map (2021.08.05)
3. W2021-9541.01 Alluvial Well No 2 Phase 1 Exploration MWE Contract (2021.08.04)

FINANCIAL CONSIDERATIONS

The contract is for an amount not to exceed \$58,000.00 and will be paid from the Water Fund.

RESOLUTION NO. 21-92

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF FIRESTONE AND McGRANE WATER ENGINEERING, LLC.
REGARDING THE ALLUVIAL WELL NO. 2 PHASE 1 EXPLORATION
PROJECT**

WHEREAS, the Town of Firestone ("Town") is nearing completion of the design and construction of the various elements of the Firestone Alluvial Supply Treatment (FAST) site that will be used to deliver raw water to the St. Vrain Water Treatment Plant; and

WHEREAS, the Town's 2020-2050 Water Action Plan identifies the need for multiple alluvial well fields to meet the needs of the St. Vrain Water Treatment Plant; and

WHEREAS, staff has identified potential alluvial well field locations and desires to proceed with the initial exploration phases on St. Vrain Sanitation District property east of FAST and adjacent to the St. Vrain River; and

WHEREAS, McGrane Water Engineering, LLC, is uniquely qualified to perform such services as it has served as the Town's hydrogeological consultant for all the Town's previous water exploration, evaluation, and well design 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 McGrane Water Engineering, LLC, , for the Alluvial Well No. 2 Phase 1 Exploration 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 _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

APPROVED AS TO FORM:

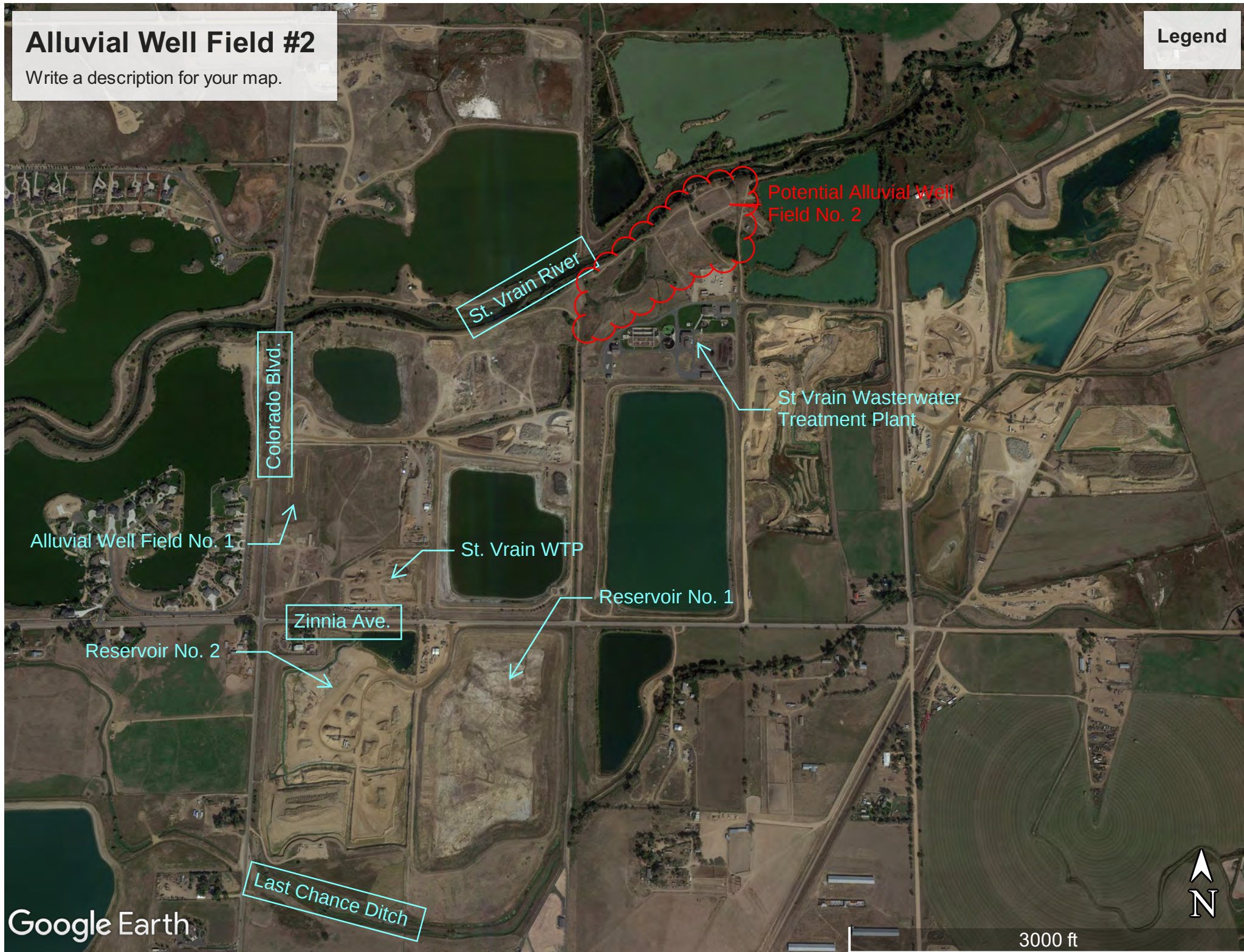
Jessica Koenig, CMC, Town Clerk

William P. Hayashi, Town Attorney

Alluvial Well Field #2

Write a description for your map.

Legend



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2021 (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 **McGrane Water Engineering, LLC.**, a Colorado limited liability company and an independent contractor with a principal place of business at **1669 Apple Valley Road, Lyons CO 80540** ("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: **Alluvial Well No 2 Phase 1 Exploration Project (W2021-9541.01)**

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 \$58,000.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. 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

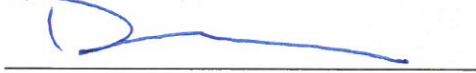
McGRANE WATER ENGINEERING, LLC.

By: Dennis
McGrane, P.E.,
C.P.G.
Digitally signed by Dennis McGrane,
P.E., C.P.G.
DN: cn=Dennis McGrane, P.E., C.P.G., o,
ou=McGrane Water Engineering, LLC,
email=dennis@mcgranewater.com,
c=US
Date: 2021.08.05 06:07:20 -0600

Print: Dennis McGrane

Title: President

ATTEST:



Print Name: DAVID C. VOSAY

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

McGrane Water Engineering, LLC

1669 Apple Valley Rd. , Lyons, CO 80540 • Office: (303)823-5933, Cell: (303) 917-1247
E-Mail: dennis@mcgranewater.com. Website: www.mcgranewaterengineering.com



July 31, 2021

Mr. David Lindsay, President
Colorado Civil Group
5110 Granite St. Suite 200
Loveland, CO 80538

Via email at: dlindsay@ccginc.com

RE: Town of Firestone Sanitation District Site – Exploration and Testing, plus FAST site permit upgrades and abandonments

Mr. Lindsay:

McGrane Water Engineering, LLC (MWE) and Miller Groundwater Engineering, LLC, are pleased to provide the Town of Firestone (Firestone) this proposal to conduct exploration test drilling at the Firestone Sanitation District Site (SD site). The main objective is to evaluate the feasibility of developing additional municipal groundwater supplies that will be piped to the new Water Treatment Plant (WTP) at the Town's Firestone Alluvial Supply and Treatment (FAST) site, located east of Colorado Blvd near the St. Vrain River (SVR).

We envision the work being conducted under three phases which are briefly described below. We provided a detailed cost proposal for your consideration on July 5, 2021. Due to budget and schedule considerations, you requested that we limit this revised proposal to only Phase I exploration work plus some additional well permitting and abandonment work on existing FAST site wells.

I. Objectives

The main objective of the Phase I exploration program at the SD site is to evaluate the local water quality and physical capacity of the alluvial aquifer to provide municipal water. The site would expand production from the recently completed FAST wellfield which consists of three vertical wells (V-wells) and one 200-ft long horizontal well (H-well). We envision the project will occur in two exploration phases, followed by modeling and construction phases.

Perspective on Site Prospects and Costs

Well yield is a function of the aquifer's saturated thickness and permeability, both of which can vary over short distances. Test drilling is necessary to evaluate that spatial variability across the large site. The challenge of planning and conducting a site characterization program is to optimize spatial knowledge and understanding of the aquifer while minimizing exploration and testing costs. This is why engineering costs are typically greater than drilling costs for this type of project.

MWE and MGE both have specific expertise and experience with detailed evaluation of the hydraulic connection between a shallow river like the SRV and pumping wells installed next to the river. We know that an overly simplistic analysis of the river's influence can over-estimate the connection and well yield. Despite this caveat, given this site's location immediately along the river, we expect the sustainable baseflow rate for a wellfield at this location (i.e., without managed recharge) could be notably higher than at the FAST site. If Phase I concludes that the water quality is usable and that the aquifer's hydrogeologic condition is near our expectations, then the subsequent Phase II and Phase III evaluations provide a substantial contribution to the Town's future water supply.

Phase I - Test Drilling to Evaluate Water Quality

In 2018, the water quality of the adjacent Varra site was sampled and determined to have high manganese (Mn) levels. If any water quality parameter is above preferred levels, we will evaluate whether sufficient mixing (i.e. dilution) can be expected or created by locating the well(s) closer to the river which will induce a higher percentage of seepage from the river. Under Phase I, we will first install five monitoring wells around the site that can be purged and sampled by the Town's water quality consultant (LRE Water). We have budgeted for some dilution modeling in Phase I in case poor water quality is identified. If the Phase I water quality results look promising, then we will ask the drilling contractor to mobilize a second time to install two 4-inch test wells and three additional monitoring wells under Phase II. The figure below shows the site location and locations for drilling in Phase I (yellow) and Phase II (blue), plus the previously drilled test holes and test wells located on the Varra property (white).



Phase II - Test Drilling to Evaluate Aquifer Properties

In Phase II, we would pump-test the two 4-inch wells to obtain the physical aquifer properties (permeability, thickness, and storage properties), and LRE can be asked to conduct additional water

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quality sampling. We will install the test wells at the northwest and northeast ends of the site within 100 feet of the St Vrain River (SRV). We will install additional monitoring wells between the wells and the river, plus one to two monitoring wells on the other side of the river, if the Town can obtain landowner permission. A fifth monitoring well (PH2-MW8) will be placed near the pond on the northeast side of the parcel which will be used to evaluate leakage from the pond and from the unlined gravel pit lake located east of the site.

We will use the existing pump installed at the FAST site for test pumping. We will conduct short (4 to 6 hr) step tests on each well to evaluate well efficiency and determine an appropriate long-term test rate. We will then conduct a 48-hr constant-rate pumping test on one well and an eight to twelve hour test on the other well (which is to be determined). We will coordinate with LRE to sample the test wells at various times during the constant rate tests to evaluate potential changes in water quality over time. The Town will need to task LRE to conduct a timely geochemical analysis to evaluate water treatment suitability.

Phase III – Wellfield Design

In Phase III, we will evaluate various well types (V-wells, H-wells and large diameter vertical collection wells) and wellfield configurations using computer modeling techniques. We will model various baseflow and peak production scenarios similar to what did for the FAST site. We will also evaluate groundwater/surface-water mixing scenarios. Based on the location and configuration of the proposed wellfield options, we will provide draft water-rights modeling runs that include the timing and location of stream depletions. We will then evaluate the cost-benefits of various designs and summarize the results of all three phases in a letter report. The report can be used for water supply and water rights planning and construction.

Requests to Town

We request that the Town:

- Provide site access (mow drill sites) and survey test well locations and certain surface water points (e.g., along the SVR, nearby drains, and gravel pit lakes);
- Arrange for LRE to provide water quality sampling and analysis;
- Request permission to install temporary monitoring wells on the north side of the river;
- Provide security locks for all test holes and monitoring wells; and
- If the Town decides to proceed with Phase III design, we request they conduct a LIDAR survey of the site to increase the accuracy of our predictions.

II. Scope of Work

As requested, this proposal is only for Phase I work, plus necessary permitting and well abandonment tasks at the FAST site.

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Phase I

We will conduct five tasks under Phase I.

Task 1.1 – Plan Drilling Plan and Contractor Bid Documents

Subtasks include:

1. Conduct site visits: i) with CCG to stake holes; ii) to identify wells within 600 ft; and iii) to conduct prebid meeting;
2. Prepare this test drilling plan;
3. Contracting;
4. Obtain test hole drilling permit from the Colorado Division of Water Resources.
5. Prepare contractor plans and specifications including bid sheet; and
6. Receive and evaluate bids, and recommend a drilling contractor;

Deliverables: 1) Drilling plan, bid package, bid comparison and recommendation; and 2) map of existing wells within 600 feet. *Assumptions:* 1) the Town will provide access to the drill sites; 2) the drilling contractor will obtain locates for drilling; 3) the drilling Contractor will contract directly with the Town; and 4) task time is approximately 1 to 2 weeks.

Task 1.2 – Phase I Exploration Test Drilling

Subtasks include:

1. Facilitate contract negotiations between the driller and Town;
2. Construction observation of five monitoring wells (with split spoon sampling); and
3. Sample collection and geologic logging.

Deliverables: 1) borehole samples for laboratory sieve analysis; 2) five monitoring wells; and 3) geologic logs. *Assumptions:* 1) the work will be performed by a single drilling contractor; 2) samples will be collected and stored for 1 year, but not tested until Phase II; 3) we budgeted for 5 field days of drilling; and 4) task time is approximately 6-8 weeks.

Task 1.3 – Modeling Dilution Options and Summary Memo

Subtasks include:

1. If necessary, develop a basic MODFLOW groundwater flow and transport model to evaluate various wellfield dilution estimates (i.e., percent groundwater verses induced surface water in the pumped water). This model may be an initial version of what will be refined during Phase II and III, if conducted;
2. Meeting with CCG to discuss preliminary results and recommendations to decide whether to

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proceed with Phase II; and

3. Preparing a brief Phase I summary memorandum for the Town.

Deliverables: 1) phase I drilling summary memorandum (including model dilution results, if requested).

Assumptions: 1) two days' time has been budgeted to prepare a simple mixing model to evaluate site dilution caused by future well pumping; and 2) task time is approximately 1-2 weeks

Task 1.4 – FAST Site Well Abandonments

Table 1 below shows ten permitted test holes two domestic wells that must be abandoned as soon as possible according to State rules.

Table 1 - Recommended Abandonment			
Ph. 1 Test Wells	Mtn.Shadows	Varra	FAST
FT-1 (4-in)	MS-MW1/PA-10WMW	V-TW-1 (4-in)	G-MW-1
FT-2 (4-in)	MS-MW2/TH3	V-MW1	G-TW-1
Sable Glen (4-in)			Dom. Well #154183
Vogle (4-in)			Dom. Well #33568

The Phase I test wells include the 4-in wells installed in 2018 at the various parks. At Mountain Shadows Park, we want to keep the 4-in test well near the 18-in park production well, but abandon the two flush-completed monitoring wells. At Varra, we will abandon both the monitoring well and test well next to the river. At FAST we will abandon the two domestic wells. One of them was buried in the rubble of the south home. We would also abandon TW-1 and MW-1 located in the northwest portion of the site.

By abandoning TW-1 located north of the new Horizontal well (H-well), the Town will not be able to sample the water quality at that location. In the future, the Town can either sample at the H-well clean-out, or purge and sample MW-4 which is located approximately 75 feet northeast of the south end of the H-well.

Deliverables: 1) well abandonment forms sent to the State of Colorado. *Assumptions:* 1) we estimate the task cost would cost approximately \$15,000 to have a drilling or pump contractor conduct the work; and 2) task time is approximately 1-2 weeks.

Task 1.4 – FAST Site Permit Upgrades

Table 2 below shows the wells we recommend upgrading from “test hole” permits to “monitoring well” permits which will allow the Town to indefinitely measure water levels and sample the selected wells. If we do not do this, the existing wells drilled under “test hole” permits must be abandoned immediately.

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To do so will require that we conduct some minor improvements such as expanding the concrete pads around the wells. Pelican Lakes monitoring well PL-MW1 (next to the lake) will require that the annulus of the wellhead be filled with cement. In addition, a surface casing with locking cap will need to be placed over MS-TW2 at Mountain Shadows Park.

Table 2 - Upgrade Permits to MW's		
Well	Upgrade Work	Cost \$
G-MW-2	Expand pad to 4'x4'	\$250
G-MW-3	Expand pad to 4'x4'	\$250
G-MW-4	Expand pad to 4'x4'	\$250
G-MW-6	Expand pad to 4'x4'	\$250
G-MW-7	Expand pad to 4'x4'	\$250
G-MW-8	Expand pad to 4'x4'	\$250
G-MW-9	Expand pad to 4'x4'	\$250
Pelican Lakes PL-MW1 (W)	cement inner annulus	\$250
Pelican Lakes PL-MW2 (E)	Expand pad to 4'x4'	\$250
Mountain Shadows-TW2 (already permitted)	Wellhead completion	\$1,000
Mountain Shadows MS-TW1 (4-in)	Expand pad	\$250
Total \$ =		\$3000 - \$5000

Deliverables: 1) existing test hole permits will be upgraded to “monitoring well” permits. *Assumptions:* 1) we estimate the task cost would cost approximately \$3,000 to \$5,000 to have a drilling or pump contractor conduct the work as shown in the Table 2; 2) there is some risk that the State will not allow one or more wells to be upgraded so they will need to be abandoned which could double the cost for each well; 3) this task can be done concurrent with other tasks so it will not contribute to the total project length.

III. COST

We estimate the cost to complete Phase I is \$53,000 for engineering and \$47,000 for contractor work. Due to uncertainty in our cost estimate, we have added a ten percent contingency totaling \$10,000. Therefore, we recommend that the Town budget **\$58,000 for engineering** and **\$52,000 for contractors (\$110,000 total)** to conduct the engineering work. **Table 3** summarizes project engineering and contractor costs.

McGrane Water Engineering, LLC

1669 Apple Valley Rd., Lyons, CO 80301. Website: www.mcgranewaterengineering.com

Table 3 - Firestone Sanitation District Site - Phase I Exploratory Drilling - 7/31/21					
Task No.	Description	Time to Complete (Weeks)	Engineering Cost	Contractors, Lab, Equip. Rental	Task Total
1.1	Plan Development, Contracting and Prepare Bid Documents	1-2	\$14,000	\$0	\$14,000
1.2	Phase I Exploration Drilling and Testing	6-8	\$17,000	\$27,000	\$44,000
1.3	Phase I Summary Memorandum	1-2	\$12,000	\$0	\$12,000
1.4	FAST Site Well Abandonments	1-2	\$5,000	\$15,000	\$20,000
1.5	FAST Site Permit Upgrades	*na	\$5,000	\$5,000	\$10,000
Subtotal \$ =		9-14	\$53,000	\$47,000	\$100,000
Contingency (10% rounded)			\$5,000	\$5,000	\$10,000
Grand Total			\$58,000	\$52,000	\$110,000

Notes: * Task can be done concurrent with other tasks.

Payments for our services, like other professional services, are based on the actual time spent on your behalf and at hourly rates offered for this specific project (\$175/hr for Dennis McGrane and \$150/hr for Calvin Miller). Billing occurs on a monthly basis. Payment is expected within 30 days after billing.

IV. TIME REQUIRED

We envision all the tasks can be completed in 9 to 14 weeks (3 to 5 months). If we begin work in August, we should finish up by the end of the year.

V. CONTRACTING

We envision the Town will contract with McGrane Water Engineering (MWE) using their Town's standard contract. MWE will subcontract work to Miller Engineering and pass on the Town's contractual terms and conditions. Because we are a small business, we request that the Town contract directly with the recommended Contractor(s). We will pass through subcontractors and equipment rental costs at no additional charge.

We look forward to working the Town of Firestone and CCG on this project.

Sincerely,

MCGRANE WATER ENGINEERING, LLC.



Dennis McGrane, P.E., C.P.G.
Principal Engineer and Hydrogeologist