



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

April 24, 2024
6:30 PM

9900 Park Avenue, Firestone, CO 80504

Board of Trustees Regular Meetings can be viewed live online at www.firestoneco.gov/Agendas

PRE-MEETING WORK SESSION 6:00 PM IN THE RICHARD E. HART TRAINING ROOM

THE AGENDA FOR THE PRE-MEETING WORK SESSION IS A DISCUSSION OF THE FOLLOWING REGULAR MEETING AGENDA

REGULAR MEETING 6:30 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call of Current Board of Trustees**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Approval of Meeting Minutes**
 - a. March 13, 2024 Board of Trustees Meeting Minutes
5. **Discussion/Action**
 - a. **ORDINANCE 1041**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO IMPOSING RESIDENCY RESTRICTIONS UPON REGISTERED SEX OFFENDERS AND DECLARING AN EMERGENCY
6. **Recognition of Outgoing Board Members**
7. **Meeting Break**
8. **Swearing-In of Newly Elected Officials**
9. **Call to Order & Roll Call of Newly Elected Board of Trustees**
10. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
11. **Consent Agenda**

* 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.

- a. **Resolution 24-42:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND FRONTIER FIRE PROTECTION LLC FOR THE INSTALLATION OF A RADIO FREQUENCY BOOSTER SYSTEM FOR EMERGENCY SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT
- b. **Resolution 24-43:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SUN VALLEY CONTRACTORS LLC FOR COMPLETION OF THE REMAINING ELECTRICAL WORK AT THE ST VRAIN WATER TREATMENT PLANT
- c. **Resolution 24-44:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND COBALCO SERVICES INC

12. Discussion/Action

- a. **Resolution 24-38:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH DILLON FAMILY LLC
- b. **Resolution 24-39:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY LLC FOR THE MILL AND OVERLAY PAVING PROJECT FOR PORTIONS OF ROADWAYS IN MONARCH ESTATES AND OAK MEADOWS SUBDIVISIONS AND CRACK REPAIR PROJECT FOR STONE RIDGE, MONARCH ESTATES AND OAK MEADOWS SUBDIVISION
- c. **Resolution 24-41:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES BETWEEN THE TOWN OF FIRESTONE AND McGRANE WATER ENGINEERING LLC REGARDING CONSTRUCTION OF A MANAGED GROUNDWATER RECHARGE FACILITY
- d. Appointment of St. Vrain Water Authority Board Member

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

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14. Reports

a. Staff

14.a.i. March Financial Report

b. Mayor

c. Trustees

15. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. 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.

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**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 4.a

Approval of Meeting Minutes

Meeting Date: April 24, 2024

Initiated By:

Department: Town Clerk

AGENDA ITEM

March 13, 2024 Board of Trustees Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. 03-13-2024 BoT Min



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
March 13, 2024

1. Call to Order & Roll Call

The Town of Firestone met for a Regular Meeting on March 13, 2024, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 6:30 PM.

The following were present upon the call of the roll:

Mayor: Drew Peterson
Mayor Pro-tem: Frank A. Jimenez
Trustees: Don Conyac
David Whelan
Matt Holcomb
Sean Doherty
Doug Sharp

Staff: **Present:** Matt Wiederspahn, Town Engineer; Nate Hassis, Senior Civil Engineer; Raelynn Ferrera, Assistant to the Town Manager; Jessica Clanton, Director of Finance; Pam Howard, Planning Manager; David Angelo, Chief of Police; Miriam Luna Gonzalez, Interim Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

Motion by Whelan, **second** by Mayor Pro Tem Jimenez, to Approve the Agenda, All in Favor, **Motion carried.**

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

William Deegan, a Firestone resident, provided public comment regarding the reconsideration of Resolution 22-11.

Lorna Morton, a Firestone resident, provided public comment regarding appreciation of the park use from the Neighbors Point HOA board.

Kaylee Hanley, a Firestone resident, provided public comment regarding the reconsideration of Resolution 22-11.

Mit Marshal, a Frederick resident, and Ventura Valdaminos provided public comment regarding their business, Maria Bonita, in Firestone.

5. Consent Agenda

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

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- a. February 28, 2024 Board of Trustee Meeting Minutes
- b. **Resolution 24-32:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A FINAL SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN DENMORE FILING NO. 2 SUBDIVISION
- c. **Resolution 24-33:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MTECH MECHANICAL TECHNOLOGIES GROUP INC FOR THE HVAC PREVENTIVE MAINTENANCE AT THE TOWN HALL, THE POLICE & MUNICIPAL COURT AND THE PUBLIC WORKS BUILDINGS
- d. **Resolution 24-37:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION

6. Presentation

- a. Victim Advocate Services Report

- b. Police Department Annual Report

7. Discussion/Action

- a. **PUBLIC HEARING: Resolution 24-34:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2023 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2023

Mayor Peterson opened the public hearing for Resolution 24-34 at

7:29 PM. Jessica Clanton, Finance Director, presented to the Board of Trustees. There was no one who wished to give public comment.

Jessica Clanton, Finance Director, responded to the board's questions regarding the proposed resolution.

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve **PUBLIC HEARING: Resolution 24-34:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2023 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2023

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- b. **Resolution 24-35:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS BETWEEN THE TOWN OF FIRESTONE AND HYPERFIBER LLC.

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve **Resolution 24-35:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS BETWEEN THE TOWN OF FIRESTONE AND HYPERFIBER LLC.

Roll Call Vote:

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

No: None

Abstain: None

Motion carried

- c. **Resolution 24-36:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF FIRESTONE AND SHORT ELLIOTT HENDRICKSON, INC., FOR A FEASIBILITY STUDY FOR A PEDESTRIAN BRIDGE CROSSING OF ST. VRAIN RIVER

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 24-36:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF FIRESTONE AND SHORT ELLIOTT HENDRICKSON, INC., FOR A FEASIBILITY STUDY FOR A PEDESTRIAN BRIDGE CROSSING OF ST. VRAIN RIVER

Roll Call Vote:

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

No: None

Abstain: None

Motion carried.

- d. St. Vrain Water Authority Board Member Vacancy Discussion

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

There was no one present to provide public comment.

9. **Reports**

- a. Staff

9.a.i. February Financial Report

- b. Mayor

9.b.i. Appointment of Planning Commission Alternate

Mayor Peterson reported on a meeting with Saddleback Heights.

c. Trustees

Trustee Whelan, reported on recognizing March as development disabilities awareness month.

10. Executive Session

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

Motion by Trustee Conyac, **second** by Mayor Pro Tem Jimenez, to go into an executive session pursuant to C.R.S. 24-6-402 (4)(f) (I) for a personnel matter concerning the review and evaluation of the Town Manager

Roll Call Vote:

Yes: Don Conyac, Trustee Whelan, Frank Jimenez, Sean Doherty, Trustee Sharp, Matt Holcomb

No: None

Abstain: None

Motion carried

11. Adjournment

Motion to Approve Adjournment, All in Favor, **Motion carried.**

Introduced and Approved the 27th of March 2024.

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Miriam Luna Gonzalez,
Interim Town Clerk

**TOWN OF FIRESTONE
ORDINANCE NO. 1041**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE
COLORADO IMPOSING RESIDENCY RESTRICTIONS UPON REGISTERED SEX
OFFENDERS AND DECLARING AN EMERGENCY**

WHEREAS, this ordinance is intended to serve the Town's compelling interests to promote, protect and improve the health, safety, and welfare of the public by placing restrictions on the number of sex offenders who are permitted to reside in the same residence while still recognizing the need for safe and adequate housing for those individuals who are released to the community by state authorities.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF
THE TOWN OF FIRESTONE, COLORADO, AS FOLLOWS:**

Section 1. That Title 16, Firestone Development Code ("FDC") of the Firestone Municipal Code is amended to enact Chapter 13 entitled "Sex Offender Residency Restrictions" to read as follows:

Chapter 13 Sex Offender Residency Restrictions

Sec 16.13.1 (1) "Sex offender" as used in this title means any person who is required to register under the Colorado Sex Offender Registration Act, C.R.S. Sections 16-22-101 *et. seq.*, as amended from time to time.

Sec. 16.13 (2) It shall be unlawful for any sex offender to reside with any other sex offender within the town unless such individuals are related as parent and child, as siblings, or by marriage. Notwithstanding the foregoing, regardless of the familial relationship, no more than two (2) sex offenders may reside together.

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declare it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Violations of this ordinance shall be punishable in accordance with Section 1.16.010 of the Municipal Code of the Town of Firestone, Colorado.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. In accordance with C.R.S. 31-11-105 (1) as the Town is aware of attempts to subvert the use requirements of the Firestone Development Code this ordinance is necessary for the immediate preservation of the public peace, health or safety and upon the affirmative vote of three-fourths of the members of the Board of Trustees it shall be adopted as an emergency

ordinance and in effect immediately upon adoption.

INTRODUCED, READ, ADOPTED, AND APPROVED AS AN EMERGENCY
ORDINANCE this ____ day of _____, 2024.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Interim Town Clerk

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 11.a

Consent Agenda

Meeting Date: April 24, 2024

Initiated By: Dave Lindsay

Department: Public Works

AGENDA ITEM

Resolution 24-42: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND FRONTIER FIRE PROTECTION LLC FOR THE INSTALLATION OF A RADIO FREQUENCY BOOSTER SYSTEM FOR EMERGENCY SERVICES FOR THE ST VRAIN WATER TREATMENT PLANT

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement and authorizing staff to expend funds.

SUMMARY

This is a construction contract with Frontier Fire Protection, LLC., for the layout and installation of a radio frequency booster system for the frequencies used by emergency services for an amount not to exceed \$96,414.00.

The system will ensure uninterrupted communication between emergency services entering the St. Vrain Water Treatment Plant. The Frederick Firestone Fire District requires it, and it is a prerequisite for receiving the Certificate of Occupancy.

The system must be integrated into the existing fire alarm system. Therefore, Frontier Fire was selected for the work because they designed and built the fire alarm and fire sprinkler systems in the water plant. Frontier Fire is also under service contract with the St Vrain Water Authority for various functions, including alarm monitoring, backflow prevention device testing, and fire extinguisher service.

Firestone is completing this work as part of the settlement agreement with IWS to close out the water treatment plant project.

FINANCIAL CONSIDERATIONS

The contract is for an amount not to exceed \$96,414.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On December 13, 2023 the Board of Trustees approved Resolution 23-131, a settlement agreement with Integrated Water Services, Inc., that authorized the Town to complete final punch list items related to the St Vrain Water Treatment Plant.

ATTACHMENTS

1. Res 24-42 Frontier Fire Protection LLC Radio System
2. W2020-9523.01 St Vrain WTP Radio Amplifier System (Frontier Fire signed)

RESOLUTION NO. 24-42

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A CONSTRUCTION
CONTRACT BETWEEN THE TOWN OF FIRESTONE AND FRONTIER
FIRE PROTECTION LLC FOR THE INSTALLATION OF A RADIO
FREQUENCY BOOSTER SYSTEM FOR EMERGENCY SERVICES FOR
THE ST VRAIN WATER TREATMENT PLANT**

WHEREAS, the Town of Firestone (“Town”) as part of its obligations under its Settlement Agreement with Integrated Water Services Inc must complete the work for the St. Vrain Water Treatment Plant; and

WHEREAS, such tasks include the acquisition of a Certificate of Occupancy and requires approval from the Frederick- Firestone Fire Protection District, which requires the installation of a radio frequency booster system for frequencies used by emergency services to ensure that in the event of an emergency the emergency services have uninterrupted communications; and

WHEREAS, Frontier Fire Protection LLC (“FFP”) is uniquely qualified to perform such services as the frequency booster system must be integrated into the existing fire alarm system which was designed and installed by FFP who is also under contract with the St. Vrain Water Authority for services including alarm monitoring, and fire protection services; and

WHEREAS, it is therefore in the best interest of the Town to have FFP install the radio frequency booster system.

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

The Construction Contract between the Town of Firestone and Firestone Fire Protection LLC for the installation of a radio frequency booster system for emergency services for the St. Vrain Water Treatment Plant 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 Contract on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of April 2024.

TOWN OF FIRESTONE, COLORADO

ATTEST:

Don Conyac Jr. Mayor

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **FRONTIER FIRE PROTECTION, LLC**, an independent contractor with a principal place of business at 9430 East 40th Avenue, Denver, Colorado 80238 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, the Town has found the Contractor to have the expertise and experience to perform the required services.

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

I. SCOPE OF WORK

- A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **St Vrain WTP Radio Amplifier System (W2020-9523.01)**.
- B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the 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.
- C. Within ten days of the Effective Contract Date, the Contractor shall provide the certificate of insurance required by the Contract Documents.

II. RESERVED

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

- A. The Work shall be substantially completed within 90 days of the Effective Date of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.
- B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and satisfactorily completed prior to the date

of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

- C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars (\$250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **\$96,414.00** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

- A. The Contractor may submit Applications for Payment for completed. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.
- B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.
- C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. 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 licenses in good standing, required by law.
- B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.
- C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").
- D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.

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- E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.
 - F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period 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.

VII. OWNERSHIP

Any materials, items, and Work specified in the Scope of Work, and any and all related documentation and materials provided or developed by the Contractor shall be exclusively owned by the Town. The Contractor expressly acknowledges and agrees that all Work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," the 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.

VIII. INDEPENDENT CONTRACTOR

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

IX. 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 Construction Contract. 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.

- 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 the Contractor. The 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 Construction Contract.

X. INDEMNIFICATION

The Contractor agrees to defend, 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 Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, recklessness or other faults of the 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.

XI. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

- A. This Construction Contract:

There are no Contract Documents other than those listed above in this Section XI.

XII. CHANGE ORDERS

- A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
 - 1. The scope of the change in the Work;
 - 2. The amount of the adjustment to the Contract Price; and
 - 3. The extent of the adjustment to the Contract Times(s).

-
- B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XIII. MISCELLANEOUS

- A. Governing Law and Venue. This Construction Contract 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 Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.
- C. Integration. This Construction Contract and any attached exhibits 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 Construction Contract.
- E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when personally presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Construction Contract 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 Construction Contract may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Construction Contract 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, and 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 Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract 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. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

FRONTIER FIRE PROTECTION, LLC

By:

Andy Mayer

Digitally signed by Andy Mayer
DN: C=US,
E=amayer@frontierfireprotection.com,
O=Frontier Fire Protection, CN=Andy
Mayer
Date: 2024.04.15 10:38:02 -0600

STATE OF COLORADO)

) ss.

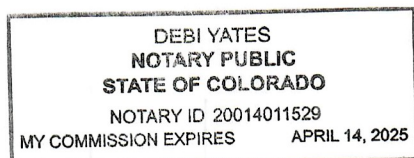
COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 15 day of April, 2024 by Andy Mayer as Sales of _____.

My commission expires: 4-14-2025

(S E A L)

Debi Yates
Notary Public



SCOPE OF WORK

(see attached 8 pages)



9430 East 40th Avenue, Denver CO 80238 | Phone 303-629-0221

03.29.2024

David B. Lindsay, PE
Colorado Civil Group, Inc.
dlindsay@ccginc.us

Re: St. Vrain Water Treatment Facility
6211 Zinnia Avenue
Firestone, Colorado 80504
Emergency Radio Communication Enhancement Systems (ERCES)

SCOPE OF WORK

Design Parameter/Frequencies Amplified

The project scope will consist of a single DAS system to support the 17,586 square foot 2-story building. The DAS system will consist of a single Yagi antenna located on the roof of the building with the building amplifier located in a 2-hour rated room. A 2-hour vertical shaft will also be needed from the head end room to the roof and to every floor as well. AWS will provide 24-hour UPS at the amplifier location to support the system per code.

All work shall be installed in compliance with Industry Standards, Local Jurisdictions and standard NEC codes. AWS will provide a code compliant ERRC system. AWS is to amplify frequencies for City of Firestone Emergency Responder Radio users. Currently the City of Firestone is using 700/800 MHz frequencies.

FRONTIER FIRE PROTECTION will start the project with a kick-off meeting between our project team and the customers. This meeting will be to discuss project expectations, schedule, material delivery logistics and other topics as required.

Design/Coordination

FRONTIER FIRE PROTECTION will provide project coordination and design for the carrier system. Coordination will include on-site and/or conference calls to properly communicate the carrier system requirements and how the system will impact the building structure and other trades within the building. The possible impacts will be:

- Equipment space requirements
- Power/Cooling for DAS equipment (if needed)
- Conduit and cable pathways
- Coordination for indoor and roof antenna's

The system design package will include a complete and accurate set of drawings that indicate location of each piece of equipment in the system. FRONTIER FIRE PROTECTION will identify antenna locations in plain view. The completed package will include product cut sheets for your records.

Implementation

The implementation of the system will take place in 3 phases; passive equipment, active equipment and commissioning/programming.

The passive equipment will include the delivery of all cabling and connectors associated with the system. FRONTIER FIRE PROTECTION will provide all materials and will provide the labor to design, commission, and test the system.

The active equipment will be installed toward the end of the project when rooms are secure and dust is minimized to protect the equipment. Like the passive system, FRONTIER FIRE PROTECTION will provide all equipment to site and install. The installation of the equipment will be depicted in the drawings. **EMT Raceway is included in this proposal.**

The commissioning/programming of the system will be conducted by a FRONTIER FIRE PROTECTION technician with an FCC license. The commissioning/programming will consist of positioning the donor antenna on the exterior of the building with the correct azimuth to the appropriate donor site. FRONTIER FIRE PROTECTION will also log into the BDA to observe and adjust the settings to make sure the building coverage meets the customer standards. System testing and coordination with the fire marshal will also be included after the commissioning process is complete.

FRONTIER FIRE PROTECTION will coordinate the purchase and delivery of all equipment based on the project schedule.

Type	Description	Qty
Antenna	Antenna Public Safety 700/800	1
Antenna	Indoor 698-869MHz 3dBi	4
BDA	700/800MHZ BDA, CLASS A,0.5W, DC	1
Cable	1/2in Low Loss Flexible Cable - Standard Jacket/ Outdoor Usage	150
Cable	Jumper Cable 3'	3
Cable	Red Plenum,1ft,1/2", 50 Ohm, Corrugated (6 GHz)	500
Connector	Connector - LCF12-50 - N Male Connectors	3
Connector	N Type, Male Connector for 1/2" Plenum & In-Conduit Cables, 50 Ohm	15
Filter	Reject Filter, 769-775 & 799-816 & 851-861MHz, Low PIM	1
Miscellaneous	BBU, 100AH, 24VDC, BATTERIES INCLUDED	1
Miscellaneous	Coaxial surge protector, UL listed	1
Splitter	2 way POWER SPLITTERS, 698-2700 MHz, Broadband power splitter,50W as splitter, N(f)	3
Miscellaneous	Universal Ground Bar	1
Miscellaneous	Coaxial Cable Grounding Kit	1
Panel	DAS Annunciator Panel	1
Attenuator	Type - N, DC-6GHz, 10dB Attenuator, 5 Watts	1

Close-Out

Upon completion of the project FRONTIER FIRE PROTECTION will provide a complete set of updated as-builts based upon the installation contractor's mark-ups. All test results will be downloaded and put into a pdf format for the owner's records.

PRICING

Project Pricing

Pricing for the base bid project is Lump Sum Turn-Key

Schedule of Values	
Description	Price
Material	\$45,815.00
Design/Commissioning/Testing	\$19,511.00
Permitting Fees	\$2,979.00
Installation Labor	\$23,789.00
Fire Alarm Modifications	\$4,320.00
Total	\$96,414.00

ASSUMPTIONS/QUALIFICATIONS

Exclusions

- Pricing assumes off-air donor signal for carrier signal will be a minimum of -75 dBm.
- Customer to provide adequate space for equipment. Spacing allocation to be made available by customer and verified by FRONTIER FIRE PROTECTION.
- FRONTIER FIRE PROTECTION is not responsible for future modifications to the interior structure that may degrade signal propagation.
- Pricing assumes that all frequencies are installed and implemented at the same time.
- Access hatches are not included.
- Replacement or repair of damaged or cut cabling or conduit will be an extra charge over and above this estimate.
- Conduit, back boxes, and stub ups to be provided by others.
- The BOM is based on a schematic level design and not a final design. The equipment amounts may change by +/- 5%.
- Performance/Payment Bond not included but available upon request.
- Others shall not hold the Contractor liable for errors or omissions in designs, nor inadequacies of materials and equipment specified or supplied by others.
- Equipment and materials supplied by the Contractor are warrantied only to the extent that the manufacturer warrants the same.
- Price is based on a single on-site mobilization with duration up to five business days. Any additional on-site mobilizations or weekend hours will require a change order.
- All work will be performed during normal working hours.
- Equipment room housing the amplifier and battery backup may require air conditioning. Air conditioning unit to be designed, provided and installed by others.
- Installer responsible for all required permitting including but not limited to building and fire.
- Roof penetrations for cabling exist and area available for use.
- No hazardous materials or asbestos is present.
- Indoor coverage antennas can be mounted to the ceiling.
- Clear cable paths are available. Any change to the cable pathway after final design is approved will require verification of system compliance by FRONTIER FIRE PROTECTION engineers.
- Pricing assumes one shipment of passive materials and one shipment of active materials only sent through ground freight.
- Pricing assumes three-week lead time for passive material production.

- Expedited shipping and material production requests considered and charged on a case by case basis.
- Closeout package pricing is included. FRONTIER FIRE PROTECTION will provide digital copies of all required submittal documentation. Printed documentation is not included but can be provided at additional costs.
- Taxes not included
- Access Hatches are not included
- Prevailing Wages are not included.

Inclusions

- FCC Licensed system designer, testing technician, and project coordination
- Project Management, Coordination of Installation with the owner, general contractor, and electrical contractor
- Installation of cabling, connectors, antennas, head end, and couplers/splitters
- Certification and Training if needed
- Carrier Device Registration
- System Design
- Complete and Accurate test results
- Commissioning and Optimization of system
- **Connections to Fire Alarm System and associated permits**

Work Hours/Schedule

All work shall be completed during normal working hours Monday – Friday 8:00 am – 5:00 pm. Any requested work, not identified in the above scope, outside these hours will be subject to overtime rates and submitted as a change order to the customer. This includes work after hours, weekend and holidays.

Our schedule for initial design will be approximately four weeks from receipt of a contract/ notice to proceed from customer as well as all requested design documentation. Required design documentation will include a complete PDF set of drawings including Architectural plans and elevations, reflected ceiling plans, and telecom pathway drawings as well as AutoCAD files.

The expected start date of the DAS project is TBD and expected completion date of TBD. Schedule acceleration/extension that is out of FRONTIER FIRE PROTECTION's control will be followed by a change order notice that will include the additional cost of being involved with the project.

Responsibility

The following matrix was put together as a guideline to define the responsibility of contractors involved. It is intended as a guideline but is not all inclusive of the tasks to be performed through the duration of the project.

S = Specify, F = Furnish, I = Install, N/A = Non-Applicable

Item	Contractor			
	FFP	FFP Hired Contractor	Electrical Contractor	Others
DAS Design	F			
Design Coordination	F	F	F	F
Fire Permit	F			
Cabling Permit		F		
Pathway/Space	S	S	F	
Fiber Optic Cable/Components	N/A	N/A	N/A	N/A
Coax Cable	F	I		
Splitters, Couplers, Antennas	F	I		
Head end Equipment	F	I		
Remote Repeaters	F	I		
Conduit			F/I	F/I
UPS	F	I		
Power Circuits/Receptacles	F		I	
Fire Alarm Supervisory & Alarm Connections (1)				F,I
Dedicated DAS Annunciator Panel	F	I		
Grounding/Bonding		F,I		

TERMS & CONDITIONS

Proposal/Agreement

Proposals submitted are in the form of "Lump Sum", which will be subject to progress billing. FRONTIER FIRE PROTECTION requires the customer to sign/date and return our proposal document as acknowledgement and agreement of our terms and conditions. By issuing a purchase order and/or contract, they are also accepting our terms and conditions. No work will begin until documents have been received.

Invoicing

FRONTIER FIRE PROTECTION will provide monthly invoicing as required. Invoicing will match an agreed upon schedule of values which will be provided by FRONTIER FIRE PROTECTION. Typical schedule of values will consist of the following items:

- DAS Design
- Carrier Submittal/AHJ Permit Submittal
- DAS Passive Equipment Order
- DAS Active Equipment Order
- Commissioning/Testing
-



Andy Mayer
Alarm & Detection/Special Hazard Estimator
Direct: 970.319.8233
Email: amayer@frontierfireprotection.com

Performance of Work. This fire alarm contractor ("Contractor") shall perform the scope of work ("Work") specific herein. Contractor shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Client shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for Contractor to perform any and all aspects of the Work.

Change Orders. Either Party may request changes or revisions in the Work under the Client Proposal. Upon such request, the Parties will negotiate in good faith an equitable adjustment to the price, time for performance, and any other provisions of the Agreement impacted by such change request. Any such changes and adjustments must be agreed in a writing signed by an authorized representative of both Parties (a "Change Order"). Contractor may delay performance of the Work at no risk or liability to Contractor until requested changes and adjustments are clarified and agreed upon.

Schedule. Unless otherwise provided in the Client proposal, Contractor shall commence the Work in accordance with a mutually agreed schedule upon the effective date of a notice to proceed issued by Client. Client shall not issue, and Contractor shall have no obligation to accept, the notice to proceed until the following conditions have been satisfied: (a) Client has provided Contractor access to the project site; (b) Client shall have obtained all permits that are the responsibility of Client to obtain in connection with the performance of the Work; (c) Client has provided access to utilities and fulfilled all of its other obligations identified in the Client proposal that are required, or should reasonably be understood to be required, prior to issuance of the notice to proceed; and (d) Client is not in arrears with respect to any payments due to Contractor under the agreement or any other agreement between the Parties.

Payments. Client shall pay Contractor the compensation specified herein ("Price") for the value of Work that Contractor has completed, as the Work is completed. Client shall pay Contractor within thirty (30) days of receiving an invoice. Contractor will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due. Payment is a condition precedent to Contractor's obligation to perform the Work under the agreement, and Contractor may, at its option, suspend any portion or all of the Work until all past-due amounts (including finance charges) are paid by Client to Contractor. **Client expressly agrees that Contractor shall not be liable for any losses, liabilities or damages of any nature which Client may suffer or incur as a result of Contractor's suspension of the Work in accordance with this Paragraph.** If Contractor is required to take action to collect any amount due, then Client agrees that Client shall reimburse Contractor for all costs Contractor incurs in collecting any amounts due under the agreement, including, but not limited to, attorneys' fees, legal expenses and costs.

Contractor Warranties. Client shall receive a thirty (30) day warranty that covers labor and materials provided by Contractor as part of the Work. This warranty commences in the date that the portion of the Work warranted is substantially complete. However, Contractor makes no warranty, whatsoever, regarding components of the Work provided by third parties, and in such case the terms of the warranties in this section are exclusive and in lieu of all other warranties, whether express or implied. Client shall be responsible for its own pursuit of any warranty claims directly with the manufacturer of any third-party components. Other than the limited obligations set forth in this Paragraph, CONTRACTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CLIENT FOR THIRD-PARTY COMPONENTS.

Contractor Warranty Exclusions. Notwithstanding anything in this agreement to the contrary, Contractor shall not be responsible for defects or conditions caused by (a) any acts or omissions of Client or any third party; (b) any failure by Client to perform its obligations, including the provision of persistent power/pressure (if applicable); (c) any modification, addition or alteration to the Work, or repairs by Client or third parties, without Contractor's prior written approval; (e) misuse or abuse of the Work or a failure to maintain the Work; (f) harmful Work environments, such as outdoor installations, excessive moisture or excessive dust; or (g) any Force Majeure Event.

Client Warranties. Client represents and warrants that: (a) it is duly authorized to transact business under the Laws of the jurisdiction(s) in which the Project Sites are located; (b) it has been duly authorized by all necessary corporate action to execute and deliver the Agreement; (c) the Agreement constitutes the legal, valid and binding obligation of Client, enforceable against Client in accordance with the Agreement's terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, or other Laws affecting creditor's rights generally; (d) it has complied with all public bidding and procurement rules and Laws as may be applicable to the Agreement and the Work; and (e) the financial information provided by Client to Contractor is true and correct, and there have been no material adverse changes in Client's financial condition since the date of such financial information.

Warranty Disclaimers. THE WARRANTIES SET FORTH IN THE PRECEDING PARAGRAPHS OR IN THE PUBLISHED WARRANTY (IF ANY) ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED. CONTRACTOR EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Indemnification. Client shall indemnify, defend and hold harmless Contractor and Contractor's affiliates and Representatives, and its and their respective directors, officers, employees, agents, shareholders, affiliates, and assigns and successors, from and against any and all claims, damages (including damages arising from personal injury or death), demands, actions, proceedings, judgments, penalties, fines, losses, liabilities, costs and expenses (including attorneys' fees and legal expenses) that arise from or relate to: (a) any breach by Client of the Agreement; (b) any violation by Client of any Law (including, without limitation, any violation by Client or any of its Clients of any data privacy Laws, Anti-Bribery Law, or International Trade Laws); (c) any negligence or willful misconduct by Client; (d) any Excluded Claims; or (e) Client's use of, or the storage, release, discharge, handling or presence, of any Hazardous Materials on, under or about the Project Site. Notwithstanding the foregoing, in no event shall Client be required to indemnify, defend or hold Contractor harmless to the extent the claims, damages, demands, actions, proceedings, judgments, penalties, fines, losses, liabilities, costs or expenses result from Contractor's negligence or willful misconduct.

Termination. Either Party may terminate this agreement upon thirty (30) days written notice to the other Party. In such case the rights and obligations of each Party that arose prior to the termination date shall survive such termination, except that Contractor shall have no obligation to perform Work after termination.

Disputes. No suit or action shall be brought against Contractor more than one (1) year after the completion of that portion of the Work that gave rise to the claim on which the suit or action is brought. In case of a dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion. **CLIENT AND CONTRACTOR EACH WAIVE ANY RIGHT TO A JURY TRIAL.** Contractor shall be entitled to recover from Client all reasonable legal fees incurred in connection with Contractor enforcing the terms and conditions of this agreement.

Choice of Law, Venue. The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

Force Majeure. Neither Contractor nor Client shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

No Waiver. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

Intellectual Property. Intellectual property provided by Contractor to Client as part of the Work are instruments of service owned by Contractor and are not "work made for hire" as such term is defined under U.S. copyright law. What the Work is performed to completion, Contractor grants to Client a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

Damages Limitation. **CONTRACTOR'S LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER SUCH LIABILITY IS ASSERTED IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, SHALL IN NO EVENT EXCEED (A) FOR ANY CLAIM, THE AMOUNT OF THE FEES PAID BY CLIENT TO CONTRACTOR FOR THE CONTRACTOR WORK GIVING RISE TO THE CLAIM IN THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH CLAIM AROSE AND (B) IN THE AGGREGATE FOR ALL CLAIMS, THE TOTAL OF ALL FEES PAID BY CLIENT TO CONTRACTOR UNDER THE APPLICABLE AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, CONTRACTOR SHALL NOT BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF EARNINGS, DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, LOSS OF BUSINESS OR GOODWILL, BUSINESS INTERRUPTION, DOWN-TIME, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, OR FOR CLAIMS OF CLIENT'S CLIENTS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES, COSTS OR LOSSES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, AND/OR (B) WHETHER OR NOT CONTRACTOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Insurance Disclaimer. Client understands and agrees that Contractor is not an insurer and that insurance covering personal injury and property damage on the Client's premises shall be maintained by the Client. Client agrees to look exclusively to the Client insurer to recover for injuries or damage in the event of any loss or injury.

Waiver of Subrogation. Client agrees on behalf of itself and all others who may make a claim under this agreement, to release and discharge Contractor from and against all hazards covered by the Client's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Contractor.

Severability, Survival. If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

Amendment. This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

Offer Change or Revocation. The Client proposal and its terms (including the prices quoted) may be changed or revoked by Contractor at any time before the Client Proposal is signed by Client *and* returned to Contractor and will automatically expire thirty (30) calendar days after its date if Client has not signed it *and* returned it to Contractor before then.

Complete Agreement. This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between Contractor and Client as to the Work are superseded by this agreement. Any conflict or inconsistency between any provision of this agreement shall be resolved by giving priority in the following order: (1) first, to these Terms and Conditions and (2) then, to the Client proposal provided by Contractor. Provided, however, applicable clarifications and exclusions shall prevail over any other agreement documentation.

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 11.b

Consent Agenda

Meeting Date: April 24, 2024

Initiated By: Dave Lindsay

Department: Public Works

AGENDA ITEM

Resolution 24-43: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SUN VALLEY CONTRACTORS LLC FOR COMPLETION OF THE REMAINING ELECTRICAL WORK AT THE ST VRAIN WATER TREATMENT PLANT

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement and authorizing staff to expend funds.

SUMMARY

This is a construction contract with Sun Valley Contractors LLC to complete final electrical work at the St. Vrain Water Treatment Plant that had not been finished by Integrated Water Services for an amount not to exceed \$14,000.00.

There are several outstanding punch items that have not been completed, or in some cases started, when IWS stopped work at the plant. Sun Valley was the second electrician IWS had on the project, and they completed the last 60% of the electrical scope under that contract. The remaining work includes addressing final comments from the Building Department, correcting issues left over from IWS' original electrician, and supporting final punch list work with other subcontractors such as HVAC, chlorine room alarm systems, and plant control data cable conduit installation.

Firestone is completing this work as part of the settlement agreement with IWS to close out the water treatment plant project.

FINANCIAL CONSIDERATIONS

The contract is not to exceed \$14,000.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On December 13, 2023 the Board of Trustees approved Resolution 23-131, a settlement agreement with Integrated Water Services, Inc., that authorized the Town to complete final punch list items related to the St Vrain Water Treatment Plant.

ATTACHMENTS

1. Res 24-43 Sun Valley Contractors LLC
2. W2020-9523.02 St Vrain WTP Final Electrical (Sun Valley signed)

RESOLUTION NO. 24-43

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A CONSTRUCTION
CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SUN VALLEY
CONTRACTORS LLC FOR COMPLETION OF THE REMAINING
ELECTRICAL WORK AT THE ST VRAIN WATER TREATMENT PLANT**

WHEREAS, the Town of Firestone (“Town”) as a condition of its Settlement Agreement with Integrated Water Services Inc is responsible for completion of the remaining electrical work at the St Vrain Water Treatment Plant; and

WHEREAS, Sun Valley Contractors LLC (“Sun Valley”) is uniquely qualified to perform such services as it has completed the last sixty percent of the electrical work for the St Vrain Water Treatment Plant; and

WHEREAS it is therefore in the best interest of the Town to have Sun Valley perform the remaining electrical work at the St. Vrain Water Treatment Plant.

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

The Construction Contract between the Town of Firestone and Sun Valley Contractors LLC 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 Contract on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of April, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **Sun Valley Contractors, LLC**, an independent contractor with a principal place of business at 5475 Highway 86, Unit 3, Elizabeth, Colorado 80107 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, the Town has found the Contractor to have the expertise and experience to perform the required services.

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

I. SCOPE OF WORK

- A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **St Vrain Water Treatment Plant Final Electrical (Project No. W2020-9523.02)**.
- B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the 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.
- C. Within ten days of the Effective Contract Date, the Contractor shall provide the certificate of insurance required by the Contract Documents.

II. RESERVE

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

- A. The Work shall be substantially completed within 90 days of the Effective Date of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.
- B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and satisfactorily completed prior to the date

of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

- C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars (\$250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **\$14,000.00** (the "Contract Price") on a time and materials basis for Work performed.

V. PAYMENT PROCEDURES

- A. The Contractor may submit Applications for Payment for completed Work. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.
- B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.
- C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. 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 licenses in good standing, required by law.
- B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.
- C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").
- D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.

-
- E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.
- F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period 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.

VII. OWNERSHIP

Any materials, items, and Work specified in the Scope of Work, and any and all related documentation and materials provided or developed by the Contractor shall be exclusively owned by the Town. The Contractor expressly acknowledges and agrees that all Work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," the 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.

VIII. INDEPENDENT CONTRACTOR

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

IX. 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 Construction Contract. 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.

- 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 the Contractor. The 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 Construction Contract.

X. INDEMNIFICATION

The Contractor agrees to defend, 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 Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, recklessness or other faults of the 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.

XI. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

- A. This Construction Contract:
- B. "Specifications", for reference only, bearing the title: St Vrain Water Treatment Plant Construction Manual.
- C. "Drawings", for reference only, titled St Vrain Water Treatment Facility Construction Set (Plummer Associates)
- D. The following may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

There are no Contract Documents other than those listed above in this Section XI.

XII. CHANGE ORDERS

- A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
 - 1. The scope of the change in the Work;
 - 2. The amount of the adjustment to the Contract Price; and
 - 3. The extent of the adjustment to the Contract Times(s).
- B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XIII. MISCELLANEOUS

- A. Governing Law and Venue. This Construction Contract 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 Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.
- C. Integration. This Construction Contract and any attached exhibits 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 Construction Contract.
- E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when personally presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Construction Contract 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 Construction Contract may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Construction Contract 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, and 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 Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction

Contract 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. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SUN VALLEY CONTRACTORS, LLC

By:

[Signature]
Matt Weber - President

STATE OF COLORADO)

) ss.

COUNTY OF ELBERT)

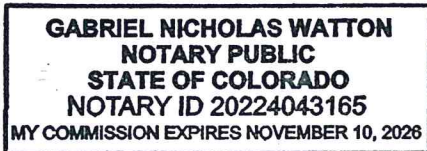
The foregoing instrument was subscribed, sworn to and acknowledged before me this 15 day of APRIL, 2024 by MATT WEBER as PRESIDENT of SUN VALLEY CONTRACTORS LLC

My commission expires:

(SEAL)

[Signature]

Notary Public



SCOPE OF WORK

(see attached 3 pages)



Sun Valley Contractors, LLC

Electrical Contracting Division

5475 Hwy. 86 Unit #3

303-646-6339

Proposal

032524-01

Bid Date: Monday, March 25, 2024

Engineer: n/a

Electrical Eng: n/a

Date of Plan: N/A

Project # N/A

Job Name: Miscellaneous Corrections/ Remaining Work

Location: Saint Vrain Water Treatment Plan

SVE Contact Matt Weber

Colorado Civil Group
Attn: David Lindsay

We hereby submit specifications and or estimate, subject to all terms and conditions as follows:

Scope: Complete Remaining Punchlist Items/Corrections to Complete Project

Drawings being recognized: Electrical Drawings Approved 6/3/2022

Specifications being recognized: Electrical Specifications dated 5/2020

Addendums recognized: none

Proposal is budgetary only. Work will be completed T&M.

Included: All Labor and Material to Complete the Following:

Complete work per document received 2/21/2022 "Sun Valley Scope of Work"

Provide all materials (if not on site), labor, equipment

Coordinate with Town of Firestone for final electrical inspections

Provide lightning protection certifications

Disconnect/reconnect RTU for mechanical replacement

SVC will evaluate cost of owner's surplus materials while on site and provide cost estimate for purchase

Excluded: Anything Not Specifically Mentioned as Included

Procurement/installation of mechanical equipment

Procurement/Installation of in-line devices

Startup/Commissioning (assistance will be provided)

Painting/Patching of Any Type

Engineering of any type

Bonding @1.5%

Utility Fees & Coordination

Night Time/After-hours work

Permit fees/ Inspections

We hereby propose to furnish material and labor -- complete in accordance with above specifications, for the sum of:

Thirteen Thousand Six Hundred----- dollars **\$13,600.00**

Note: This proposal may be withdrawn by us
if not accepted within 30 days.

Authorized
Signature _____

Accepted: The above prices, specifications and
conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified.

Payment will be made as outlined above.

Signature _____

**St Vrain WTP Closeout Work
Sun Valley Electric
Scope of Work**

The following is a list of the known tasks and work that Sun Valley will perform for the Town of Firestone on a time and materials basis to achieve Certificate of Occupancy and to correct issues that have been identified.

1. Front door, change out the magnetic keypad lock for correct card reader system (Owner provided).
2. Lab, install new duplex outlet under the counter for a lab sample mini-fridge.
3. Electrical room, activate dead wall outlets.
4. Calcite controller system, install suspended data cabling in PVC conduit and existing cable tray.
5. Chlorine room detection/shutdown system, install battery back up (Owner provided) on north wall of the plant floor (behind RO Skid).
6. Install GFI breaker(s) as needed for Calcite Contactor pipe heat trace system.
7. Trouble shoot then repair/replace the three suspended LED lights on the plant floor that are not working (3 middle lights on the south line nearest the Mezzanine).
8. Reinstall the power supply for the calcite Contactor trolley winch, trouble shoot the trolley winch.
9. Provide all the lighting protection reports for the facility.
10. Excess materials in Calcite Building.



ELECTRICAL SERVICE RATE SHEET

RESOURCE	RATE	OVERTIME
<i>Foreman Electrician with truck/tools</i>	<i>\$105.00/Hr.</i>	<i>\$157.50/Hr.</i>
<i>Journeyman Electrician</i>	<i>\$90.00/Hr.</i>	<i>\$135.00/Hr.</i>
<i>Apprentice Electrician 3rd/4th year</i>	<i>\$75.00/Hr.</i>	<i>\$112.50/Hr.</i>
<i>Apprentice Electrician 1st/2nd year</i>	<i>\$65.00/Hr.</i>	<i>\$97.50/Hr.</i>
<i>Project Management/ Supervisory Time</i>	<i>\$95.00/Hr.</i>	<i>95.00/Hr.</i>
<i>Project Coordination/Permitting</i>	<i>60.00/Hr</i>	
<i>Design/Cost Estimation</i>	<i>\$105.00/Hr.</i>	<i>105.00/Hr.</i>
<i>Excavation Includes Operator and Equipment</i>	<i>\$135.00/Hr</i>	<i>202.50/Hr.</i>
<i>Shop-Fabrication Time/ Deliveries/Pickup</i>	<i>\$60.00/Hr.</i>	<i>\$90.00/Hr.</i>

Specialized/Aerial equipment is not included in standard rates, and will be billed at market rental rate plus 10%

Materials purchased by SVE will be billed at cost plus 10%

**Subcontractor Fees will be billed at cost plus 10%*

Service calls will be billed 2 Hr. minimum. Afterhours/emergency calls will be billed at overtime rates

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 11.c

Consent Agenda

Meeting Date: April 24, 2024

Initiated By: Dave Lindsay

Department: Public Works

AGENDA ITEM

Resolution 24-44: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND COBALCO SERVICES INC

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement and authorizing staff to expend funds.

SUMMARY

This is a construction contract with COBLACO Services, Inc., for the application of a protective sealant on the exposed concrete floor at the St Vrain Water Treatment Plant for an amount not to exceed \$17,400.00.

COBLACO had been under contract with Integrated Water Services (IWS) for painting and coatings inside the water plant. All of their work had been completed except for the floor sealant when IWS stopped work at the plant.

Firestone is completing this work as part of the settlement agreement with IWS to close out the water treatment plant project.

FINANCIAL CONSIDERATIONS

The contract amount shall not exceed \$17,400.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

On December 13, 2023 the Board of Trustees approved Resolution 23-131, a settlement agreement with Integrated Water Services, Inc., that authorized the Town to complete final punch list items related to the St Vrain Water Treatment Plant.

ATTACHMENTS

1. Res 24-44 COBALCO Service Inc St Vrain
2. W202-9523.03 St Vrain WTP Concrete Floor Sealant (Coblaco signed)

RESOLUTION NO. 24-44

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A CONSTRUCTION
CONTRACT BETWEEN THE TOWN OF FIRESTONE AND COBALCO
SERVICES INC**

WHEREAS, the Town of Firestone (“Town”) as a condition of its Settlement Agreement with Integrated Water Services Inc (“IWS”) is responsible for completion of all the painting and coating work at the St Vrain Water Treatment Plant; and

WHEREAS, COBALCO Services Inc is uniquely qualified to perform such services as it had served as a contractor for IWS at the St Vrain Water Treatment Plant and completed all work with the exception of applying a protective sealant on the exposed concrete floor at the St. Vrain Water Treatment Plant; and

WHEREAS it is therefore in the best interest of the Town to have COBALCO Services Inc. perform the remaining protective sealant work.

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

The Construction Contract between the Town of Firestone and COBALCO 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 Contract on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of April, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr. Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **COBLACO Services, Inc.**, an independent contractor with a principal place of business at 11905 East 124th Avenue, Henderson, Colorado 80640 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, the Town has found the Contractor to have the expertise and experience to perform the required services.

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

I. SCOPE OF WORK

- A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **St Vrain WTP Concrete Floor Sealant (W2020-9523.03)**.
- B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the 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.
- C. Within ten days of the Effective Contract Date, the Contractor shall provide the insurance required by the Contract Documents.

II. RESERVE

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

- A. The Work shall be substantially completed within 90 days of the Effective Date of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.
- B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and satisfactorily completed prior to the date

of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

- C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars (\$250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **\$17,400.00** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

- A. The Contractor may submit Applications for Payment for completed Work. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.
- B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.
- C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. 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 licenses in good standing, required by law.
- B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.
- C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").
- D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.

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- E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.
 - F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period 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.

VII. OWNERSHIP

Any materials, items, and Work specified in the Scope of Work, and any and all related documentation and materials provided or developed by the Contractor shall be exclusively owned by the Town. The Contractor expressly acknowledges and agrees that all Work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," the 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.

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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.

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- 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 Construction Contract.

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The Contractor agrees to defend, 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 Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, recklessness or other faults of the 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.

XI. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

- A. This Construction Contract:
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- C. "Drawings", for reference only, titled St Vrain Water Treatment Facility Construction Set (Plummer Associates)

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 - 1. The scope of the change in the Work;
 - 2. The amount of the adjustment to the Contract Price; and
 - 3. The extent of the adjustment to the Contract Times(s).
- B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XIII. MISCELLANEOUS

- A. Governing Law and Venue. This Construction Contract 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 Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.
- C. Integration. This Construction Contract and any attached exhibits 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 Construction Contract.
- E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when personally presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Construction Contract 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 Construction Contract may only be modified upon written Agreement of the Parties.
- H. Assignment. Neither this Construction Contract 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, and 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 Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract 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. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

COBLACO SERVICES, INC.

By:

Greg Smith, Vice President of Operations

STATE OF COLORADO)

) ss.

COUNTY OF Adams)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 12th day of April, 2024 by Greg Smith as V.P. of Operations of Coblaco Services Inc.

My commission expires:

(SEAL)

Cindy McAdam
Notary Public

CINDY McADAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214032418
MY COMMISSION EXPIRES AUGUST 13, 2025

SCOPE OF WORK

(see attached 3 pages)



Saturday, January 27, 2024

2024-01-27 12:17_ 7381

Dave Lindsey
Colorado Civil Group, Inc.
2204 Hoffman Drive, Loveland, CO, USA

970.290.1092
dlindsay@ccginc.us

Re: St. Vrain WTP Floor Sealer

Dear Dave,

Coblaco is pleased to submit the following quotation for the above referenced project. Coblaco will supply all equipment, labor, and material to perform the following scopes of work:

PRIOR TO START OF WORK:

- Prior to any execution of documents, scheduling and/or mobilization, please sign and return a copy of this quote to marcie@coblaco.com.
- The Contractor and Coblaco personnel shall conduct a pre-job meeting to discuss safety, schedule, and detailed scope prior to mobilization.
- Prior to start of work, a Contractor Supervisor and Coblaco personnel shall review the JSA and discuss any known or potential hazards related to the work site or specified scope.
- Personnel shall wear all proper PPE required for the specific task performed.

BID ITEMS:

Item	Description	QTY	Unit Price	Total Price
1	Interior Concrete Floor Sealer • Ensure concrete is clean, dry and free of bond inhibiting compounds. • Apply (1) one coat of W.R. Meadows VOCOMP-30 at an approximate coverage rate of 500 sq. Ft./gallon to all interior floor surfaces.	1	\$17,400.00	\$17,400.00

NOTES AND EXCLUSIONS:

- Quotation contingent on work being completed in (2) mobilizations.
- Coblaco is an AMPP QP-1 & QP-2 Certified Contractor.
- Quotation excludes a bond. A bond can be provided for an additional 3% of quoted price.
- Quotation excludes any necessary heat or dehumidification to properly prepare, apply, and cure materials per manufacturer's recommendations.
- Quotation excludes any costs associated with unknown inspection requirements, including but not limited to procurement of unknown equipment and or materials, additional time or workforce needed to perform unknown inspections, or unknown quality reporting documentation.
- Any additional work or stand-by-time will be billed at Coblaco's current time and materials rate, unless otherwise specified prior to said work being performed.
- Quotation valid for thirty (30) days.
- Payment terms are net thirty (30) days from date of invoice with approved credit application.

TERMS & CONDITIONS:

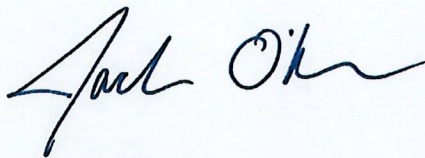
The quote offered herein for the above-described scope of work supersedes and revokes any and all prior quotes, offers, understandings, or agreements between Buyer and Coblaco Services with respect to such scope of work, and renders all such prior quotes, offers, understandings, or agreements null and void.

Buyer agrees and acknowledges that the quote offered for the above-described scope of work is based solely on the facts and information provided by Buyer to Coblaco Services. By accepting the quote offered for this scope of work, Buyer represents and warrants that Buyer has made a full disclosure of any and all facts, circumstances, and information which may affect the quote offered herein and/or the scope of work. Buyer agrees that, in the event Buyer later expands its work requirements beyond the scope of work described herein, or if Coblaco Services later discovers or encounters information or circumstances not disclosed by Buyer which have the effect of expanding the scope of work, Coblaco Services reserves the right, in its sole discretion, to alter the amounts, terms, and conditions contained in its original quote. Further, Buyer acknowledges that any such increases set forth by Coblaco Services may not be proportionate to the expansion of the scope of work which necessitates such changes. In the event it becomes necessary for Coblaco Services to exercise its right to alter its original quote offered hereunder due to any change to or expansion of the scope of work by Buyer or by the discovery of additional facts or information affecting the scope of work, Coblaco Services shall communicate a revised quote to Buyer which is consistent with the expanded scope of work. Buyer may accept or reject the new quote not later than five (5) business days following the delivery of such revised quote to Buyer. In the event Buyer rejects such revised quote or fails to accept the revised quote by the deadline described above, Coblaco Services shall, in its sole discretion, elect to either continue the work for Buyer in accordance with the original quote offered and scope of work, or, in the alternative, cease all work. In the event Coblaco Services elects to cease all work, Buyer agrees and acknowledges that Coblaco Services is discharged from any and all obligations to Buyer with respect to the services to be performed in accordance with the original scope of work, and Buyer further agrees to reimburse Coblaco Services for any and all services actually performed, and costs actually incurred by Coblaco Services in connection with the original scope of work. Any such reimbursement owed to Coblaco Services by Buyer shall be paid in the same manner, and on the same schedule, as would have been required of Buyer had Coblaco Services completed the scope of work on the date Coblaco Services elected to cease all work.

An invoice will be issued upon completion of the work and not delivery date. Payment terms are net thirty (30) days from date of invoice with approved credit application. If no credit has been established, payment shall be COD and required at pick up. If the balance due is not received within thirty (30) days from the date of the invoice, late fees will then be applied. A service charge of 1½ percent per month will be assessed on all overdue invoices.

Should you have any questions or require additional clarification on any part of our quotation, please feel free to contact me at the phone number or email address below. We look forward to next steps as we work with you to maximize the value from this initiative.

Sincerely,



Jack Odell

Operations Manager

☎ 303 690 7148

E jack@coblaco.com

COBLACO.com



ACCEPTANCE OF QUOTATION/TERMS & CONDITIONS:

Customer Signature: _____ Date: _____

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.a

Discussion/Action

Meeting Date: April 24, 2024

Initiated By: Julie Pasillas

Department: Public Works

AGENDA ITEM

Resolution 24-38: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH DILLON FAMILY LLC

RECOMMENDATION

Staff recommends the approval of Resolution 24-38, approving the Purchase and Sale Agreement with Dillon Family, LLC for purchasing the 3 shares of the Godding Ditch Company and authorizing the Mayor to execute the agreement on behalf of the Town.

SUMMARY

The proposed agreement between the Town of Firestone and Dillon Family, LLC is for the purchase of 3 shares of the Godding Ditch Company currently owned by Dillon Family, LLC. The purchase price for this agreement is \$300,000.

The Town's 2020-2050 Water Action Plan identified the acquisition of additional water supplies as a priority.

FINANCIAL CONSIDERATIONS

The agreement includes a purchase price of \$300,000 for the Godding Ditch Company shares. The purchase will be paid for by the Town of Firestone Water Enterprise Fund.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution 20-39, adopting the Town of Firestone 2020-2050 Water Action Plan on March 25, 2020. At several Board of Trustee meetings in 2021, 2022, and 2023, Town staff and the Board of Trustees discussed in open session and in executive session developing a strategy for negotiations and instructing negotiators concerning the acquisition of water rights. The Town's Water Team has been working to implement the 2020-2050 Water Action Plan, which identifies the need to acquire additional water supplies and facilities. Previous efforts towards implementing the Water Action Plan are as follows.

- The Town has completed the infrastructure project at Firestone Reservoir No. 1 and held the initial closing of Firestone Reservoir No. 2, which is deliverable in early 2026.
- The Town has successfully purchased Firestone Reservoir No. 3, which will be delivered by the end of 2031.
- The Town has successfully purchased additional water shares of the New Consolidated Lower Boulder Reservoir and Ditch Company, Godding Ditch Company, Rural Ditch Company, New Coal Ridge Ditch Company, and Last Chance Ditch Company.

ATTACHMENTS

1. Res 24-38 Purchase and Sale Water Rights Agreement-Dillon Family, LLC
2. Godding Ditch Purchase and Sales Agreement

RESOLUTION NO. 24-38

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER
ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE
AGREEMENT WITH DILLON FAMILY LLC**

WHEREAS, Dillon Family, LLC desires to convey certain water rights which the Town of Firestone ("Town"), acting by and through its Water Activity Enterprise, desires to purchase, subject to the terms and conditions set forth in a Purchase and Sale Agreement.

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

1. The Purchase and Sale Agreement ("Agreement") between the Town of Firestone, acting by and through its Water Activity Enterprise ("Buyer"), and Dillon Family, LLC ("Seller") for Water Rights 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 acting by and through its Water Activity Enterprise.

2. The Town Manager and other officers, employees and agents of the Town are further authorized to execute and deliver all documents necessary in connection with the closing of the purchase of the Water Rights, and to do all things necessary on behalf of the Town to perform all obligations of the Town under the Agreement, including without limitation the execution and delivery of all documents necessary or required with closing.

INTRODUCED, READ, AND ADOPTED this 27th day of March, 2024.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

PURCHASE AND SALE AGREEMENT

(Water Rights)

This Purchase and Sale Agreement ("Agreement") is entered into this 11th day of March 2024 ("Effective Date") by and between the Dillon Family LLC, a Colorado Limited Liability Company ("Seller"), and the Town of Firestone, acting by and through its Water Activity Enterprise ("Buyer"). Seller and Buyer may be referred to individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, Seller owns and wishes to convey certain water rights as described below to Buyer; and

WHEREAS, Buyer desires to acquire said water rights pursuant to the terms and conditions contained hereafter;

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Description of Water Rights. Seller is the owner of three (3) Shares of the Godding Ditch Company represented by Share Certificate No. 307 (the "Godding Shares"). The Godding Shares have been historically used on the property located at Parcel Account No. R4712207 in Weld County, Colorado. Seller wishes to sell the Godding Shares to the Buyer.
2. Historical Use & Transfer. As further consideration, Seller, or Seller's agent, agrees to provide Buyer any and all affidavits stating the manner in which the Godding Shares have been used by Seller, identifying which acreage has been historically irrigated with the Godding Shares, the method of irrigation and what crops have historically been irrigated on the acreage with the Godding Shares. Seller, or Seller's agent agrees to cooperate and participate in good faith with any request necessary to complete any Catlin approval process of the Godding Ditch Company or any court proceedings as may be required to change the use of the shares.
3. Purchase Price. The Purchase Price for the Godding Shares shall be three-hundred thousand dollars (\$300,000.00).
4. Earnest Money. The day that the Buyer executes this Agreement, Buyer shall deliver and deposit with Land Title Guarantee Company earnest money payable in sum of Ten Thousand Dollars (\$10,000.00), which shall become nonrefundable upon completion of the Due Diligence Period as defined in Paragraph 7 of this Agreement.
5. Dry Up Covenant. Seller shall provide Buyer, at least 10 days before the Closing Date, an executed dry-up covenant in a form acceptable to Buyer, for the lands historically irrigated

by the Water Rights. The Buyer shall provide in the dry-up covenant, a permanent restriction of irrigation on the property with water from the Godding Ditch. Seller warrants that any and all liens or encumbrances on property are subordinate to the provided dry-up covenant and Seller shall be responsible for acquiring all necessary agreements to ensure any liens or encumbrances are subordinate to the dry-up covenant. Seller shall be responsible for any revegetation of the property historically irrigated by the Water Rights to the extent that is necessary.

6. Warranty and Title. Seller warrants that the title to the Godding Shares will be conveyed free and clear of all liens, encumbrances, assessments, and leases of any kind. Seller agrees to warrant and forever defend the Buyer against all and every person claiming any interest in the Godding Shares by and through Seller. This warranty shall survive the closing of the transaction and continue in full force and effect subsequent to such closing. Subject to payment as above provided, and in compliance with the other terms and conditions by Buyer, Seller shall execute and deliver a Special Warranty Deed for the Godding shares to Buyer at the date of closing.
7. Due Diligence. Buyer shall have 43 days following the Effective Date of this Agreement ("Due Diligence Period") to terminate this Agreement if Buyer is dissatisfied with the Godding Shares to be acquired hereunder for any reason, in which case the earnest money deposit shall be immediately returned to Buyer. It shall be conclusively presumed that Buyer is satisfied with the Godding Shares if Buyer fails to send written notice to Seller to the contrary on or before the expiration of the Due Diligence Period. If Buyer sends notice of its dissatisfaction with the Godding Shares, Seller shall have 10 days following actual receipt of such notice of dissatisfaction to either (1) give notice that Seller elects to cure some or all of the issues described in the notice, or (2) give notice that Seller elects not to cure such issues. If Seller elects not to cure all such issues Buyer shall have as its exclusive remedies, the right to terminate this Agreement or to waive any issues the Seller has elected not to cure. Buyer may terminate the Agreement at any time for any reason prior to the end of the Due Diligence Period and Earnest money shall be refunded upon written notice of termination.
8. Assessments. All assessments levied by the Godding Ditch Company for year 2024 and prior years shall be paid by Buyer. Assessments for the year 2025 and future years shall be paid by the Buyer.
9. Transfer and Escrow Fees. Any fees by Godding Ditch Company to complete the transfer of the Godding Shares shall be paid by the Buyer. Seller and Buyers agree to equally pay escrow fees to Land Title Guarantee Company.
10. Delivery of the Stock Certificate. Possession of the original certificate evidencing ownership of the Godding Shares shall be delivered to the Buyer at the time of closing together with properly executed and notarized assignments, Special Warranty Deed and

any and all other documents necessary to effectuate the transfer of the Godding Shares from Seller to Buyer.

11. Closing. The closing of the purchase and sale of the Godding Shares will take place on or before May 31, 2024.
12. Default. Time is of the essence herein and if any payment or any other condition thereof is not made, tendered or performed by either party, then this Agreement, at the option of the Party who is not in default, may be terminated in which case the non-defaulting party may recover such damages as may be proper.
13. Contingencies; Delivery and Consumptive Use. This contract is contingent on a determination by Buyer, in its sole discretion, that there is adequate consumptive use transferable for the agreed price. This contract shall be contingent on any diversion structures, storage structures or other devices necessary for the delivery and use of this water being undamaged and in good working condition. Should any of the contingencies herein not be met between the date of this contract and the date of closing, this contract may, at the option of the Buyer, be declared null and void.
14. Costs and Expenses. Each party shall pay their own consulting, attorney, and brokerage fees and costs incurred as part of this transaction.
15. Notices. All notice and operational communications under this agreement shall be in writing (including electronic form) except as otherwise provided for in this Agreement. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via e-mail on the person to whom notice is given. All notices which are delivered by US Mail shall be addressed to the following address unless otherwise agreed upon by the Parties:

Buyer:

Town of Firestone
Attn: Julie Pasillas
PO Box 100
Firestone, CO 80520

Seller:

Dillon Family, LLC
Margaret C. Dillon & Ryan Dillon
138 South Downing St.
Denver, CO 80209

16. Entire Agreement. This Agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing and signed by both parties.

17. Survival of Closing. The representations, warranties and indemnities made by the parties to this contract and the covenants and agreements to be performed or complied with by respective parties under this contract before the closing date shall be deemed to be continuing and shall survive the closing.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns.

19. Jurisdiction and Venue. This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written.

BUYER:

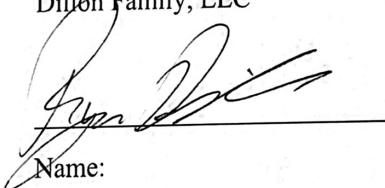
TOWN OF FIRESTONE

By: _____

Title: _____

SELLER:

Dillon Family, LLC


Name: _____


Title: _____

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.b

Discussion/Action

Meeting Date: April 24, 2024

Initiated By: Julie Pasillas

Department: Public Works

AGENDA ITEM

Resolution 24-39: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY LLC FOR THE MILL AND OVERLAY PAVING PROJECT FOR PORTIONS OF ROADWAYS IN MONARCH ESTATES AND OAK MEADOWS SUBDIVISIONS AND CRACK REPAIR PROJECT FOR STONE RIDGE, MONARCH ESTATES AND OAK MEADOWS SUBDIVISION

RECOMMENDATION

Staff recommends approval of Resolution 24-39, authorizing the execution of the Construction Contract with Brannan Sand and Gravel Company, LLC. for pavement services and authorizing staff to expend funds.

SUMMARY

The proposed agreement is with Brannan Sand and Gravel Company, LLC, to complete the pavement project addressing the areas listed below. The project will begin no later than June 1, 2024, weather depending, and will be completed within 90 days.

Edge mill and overlay:

Monarch Estates

- Sandy Ridge Ave- From Birch St to Barron St
- Bald Eagle St from Sandy Ridge Ave to Monarch Dr
- Silverleaf Ave- From Barron St to Cul-de-sac
- Barron St- From Silverleaf Ave to Cul-de-sac.
- Shenandoah Ave- From Silverleaf Ave to Cul-de-sac
- Bedford St- From Monarch Dr to Cul-de-sac
- Monarch Dr- From Bedford St to Bald Eagle St.
- Bailey St- From Monarch Dr to Cul-de-sac
- Belmont St- From Sandy Ridge Ave to Cul-de-sac
- Autumn St- From Silverleaf Ave to Cul-de-sac

Oak Meadows

- Ulysses Ave- From Oak Meadows Blvd down to and including both Cul-de-sac's
- Oak Meadows Blvd- From Firestone Blvd 400' to Trailway Ave

Crack Repair:

- 300 tons of crack repair will be completed on 2" or larger cracks in the Stone Ridge subdivision.
- 500 tons of crack repair will be completed on 2" or larger cracks in the Monarch Estates subdivision.
- 500 tons of crack repair will be completed on 2" or larger cracks in the Oak Meadows subdivision.

FINANCIAL CONSIDERATIONS

The contract includes an amount not to exceed \$1,290,000.00. Sufficient funds were budgeted in 2024 in the Capital Projects Fund.

HISTORY AND PREVIOUS BOARD ACTION

During the 2024 budget work sessions with the Board of Trustees, staff presented this project as part of the CIP pavement maintenance.

In March of 2024, staff prepared and advertised an invitation to bid for these projects. Two potential bidders attended the pre-bid meeting, and four bids were submitted. Staff evaluated the bids and selected Brannan Sand and Gravel Company, LLC for this project.

ATTACHMENTS

1. Res No 24-39 CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL
2. 2024 Paving Program Construction Contract and Maps-Brannan Sand and Gravel Company LLC

RESOLUTION NO. 24-39

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN
OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY LLC FOR THE
TOWNS 2024 PAVING PROGRAM**

WHEREAS, the Town of Firestone's ("Town") 2024 Paving Program includes mill and overlay work for portions of roadways in the Monarch Estates and Oak Meadows Subdivisions; and

WHEREAS, the 2024 Paving Program also includes crack repair work for portions of roadways in the Stone Ridge, Monarch Estates and Oak Meadows Subdivisions; and

WHEREAS, the Town issued an invitation for bids for the work and upon review of those submitted selected Brannan Sand and Gravel Company, LLC as the most responsive and responsible bidder.

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

The Construction Contract between the Town of Firestone and Brannan Sand and Gravel Company, LLC for the Town's 2024 Paving Program 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 Contract on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 27th day of March, 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this 27th day of March, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **BRANNAN SAND AND GRAVEL COMPANY, LLC**, an independent contractor with a principal place of business at 2500 E Brannan Way, Denver, Colorado 80229 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, the Town has found the Contractor to have the expertise and experience to perform the required services.

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

I. SCOPE OF WORK

- A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **2024 Paving Program S2024-9237**
- B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the 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.
- C. Within ten days of the Effective Contract Date, the Contractor shall provide the performance bond, labor & material payment bond, and certificate of insurance required by the Contract Documents.

II. Option to Renew

- A. The successful bidder will be awarded a one(1) year contract. This contract may be extended at the Town's option for two additional one (1) year periods, providing the terms and conditions remain in full force and effect. Requests for line item price changes. Changes shall be received in writing at least thirty (30) days prior to their effective date in the option year of the agreement; the contract may be canceled. No contract shall be automatically renewed at the end of any contract term.

II. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

- A. The Work shall be substantially completed within 60 days of the Notice to Proceed. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.
- B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and satisfactorily completed prior to the date of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.
- C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars (\$250) each day until the Work is complete.

III. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **\$1,290,000.00** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

IV. PAYMENT PROCEDURES

- A. The Contractor may submit Applications for Payment for completed Work per the UNIT-PRICE BID FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.
- B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.
- C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

V. 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 licenses in good standing, required by law.
- B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.

-
- C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").
 - D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.
 - E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.
 - F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period 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.

VI. OWNERSHIP

Any materials, items, and Work specified in the Scope of Work, and any and all related documentation and materials provided or developed by the Contractor shall be exclusively owned by the Town. The Contractor expressly acknowledges and agrees that all Work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," the 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.

VII. INDEPENDENT CONTRACTOR

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

VIII. 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 Construction Contract. 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.
- 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 the Contractor. The 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 Construction Contract.

IX. INDEMNIFICATION

The Contractor agrees to defend, 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 Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, recklessness or other faults of the 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.

X. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

- A. Exhibit to this Construction Contract:
1. Exhibit A: Scope of Work
 2. Exhibit B: List of roads to be edge milled and overlaid and supporting maps

-
- B. Performance Bond and Labor & Material Payment Bond.
 - C. Notice of Award.
 - D. Notice to Proceed.
 - E. The following may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

There are no Contract Documents other than those listed above in this Section XII.

XI. CHANGE ORDERS

- A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
 - 1. The scope of the change in the Work;
 - 2. The amount of the adjustment to the Contract Price; and
 - 3. The extent of the adjustment to the Contract Times(s).
- B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XII. MISCELLANEOUS

- A. Governing Law and Venue. This Construction Contract 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 Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.
- C. Integration. This Construction Contract and any attached exhibits 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 Construction Contract.
- E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when personally presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. Severability. If any provision of this Construction Contract 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 Construction Contract may only be modified upon written Agreement of the Parties.

-
- H. Assignment. Neither this Construction Contract 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, and 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 Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract 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. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

BRANNAN SAND AND GRAVEL COMPANY,
LLC

By:

J. C. Marvel, Jr.; Member/Manager

STATE OF COLORADO)

) ss.

COUNTY OF Adams)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 21st day of
March, 2024 by J. C. Marvel, Jr. as Member/Manager of
Brannan Sand and Gravel Company, LLC

My commission expires: 12/10/2026

(S E A L)

Notary Public

CHERYL CHENEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984033878
MY COMMISSION EXPIRES 12/10/2026

EXHIBIT A

SCOPE OF WORK

Contractor's Duties

During the term of this Construction Contract, the Contractor shall perform the following duties, as directed by the Town:

- Edge mill is approximately 7000 SY, and the overlay is approximately 2000 tons, raise manholes and valve boxes, replacement of epoxy pavement striping, replacement of thermoplastic pavement marking, traffic control, and stormwater BMP compliance as needed in Monarch Estates and Oak Meadows subdivisions: \$267,198.00
 - Please see Exhibit B for the street list and attached maps.
- Crack Patching: Only cracks 2" or larger. Mill a minimum of 2' wide and 3" deep with geo-grid.
 - 300 tons in Stoneridge, plus an additional 200 tons for R&R of concrete around manhole and valve boxes, asphalt paving, replacement of thermoplastic pavement marking, traffic control, and stormwater BMP compliance: \$246,000.00
 - 500 tons in Monarch Estates, plus an additional 300 tons for R&R of concrete around manhole and valve boxes, asphalt paving, replacement of thermoplastic pavement marking, traffic control, and stormwater BMP compliance: \$383,200.00
 - 500 tons in Oak Meadows, plus an additional 300 tons for R&R of concrete around manhole and valve boxes, asphalt paving, replacement of thermoplastic pavement marking, traffic control, and stormwater BMP compliance: \$383,200.00
- Minor quantity adjustments: \$10,402.00 (Contractor must receive prior approval from the Town)
- Contractor shall complete the above-stated projects.
- Contractor shall restripe roadway and intersections where applicable.
- Contractor shall reinstall all thermoplastic markings where applicable.
- Work to start no later than 6/1/2024, weather permitting. Substantial completion is expected in 60 days, and full completion is expected in 90 days from the notice to proceed.
- Contractor shall provide and maintain all traffic control devices and measures for the project.
- Contractor shall provide for all no parking notifications as well as door knockers placed in neighbors in advance of work starting. Copy of all door knocker notices in neighborhoods will be provided to the Town for approval 72 hours prior to notice placement.
- All Towns Standards and Specifications are to be followed to include the procedures outlined in the Town's Street, Curb, and Gutter Maintenance/Replacement SOP to ensure stormwater compliance, including installation and maintenance of stormwater control measures.
<https://www.firestoneco.gov/DocumentCenter/View/6348/Section-500---Roadway--Asphalt-Design?bidId>
- Contractor shall be responsible for all geotechnical services per Towns Standards and Specifications.

EXHIBIT B

Roads to be edge milled and overlayed

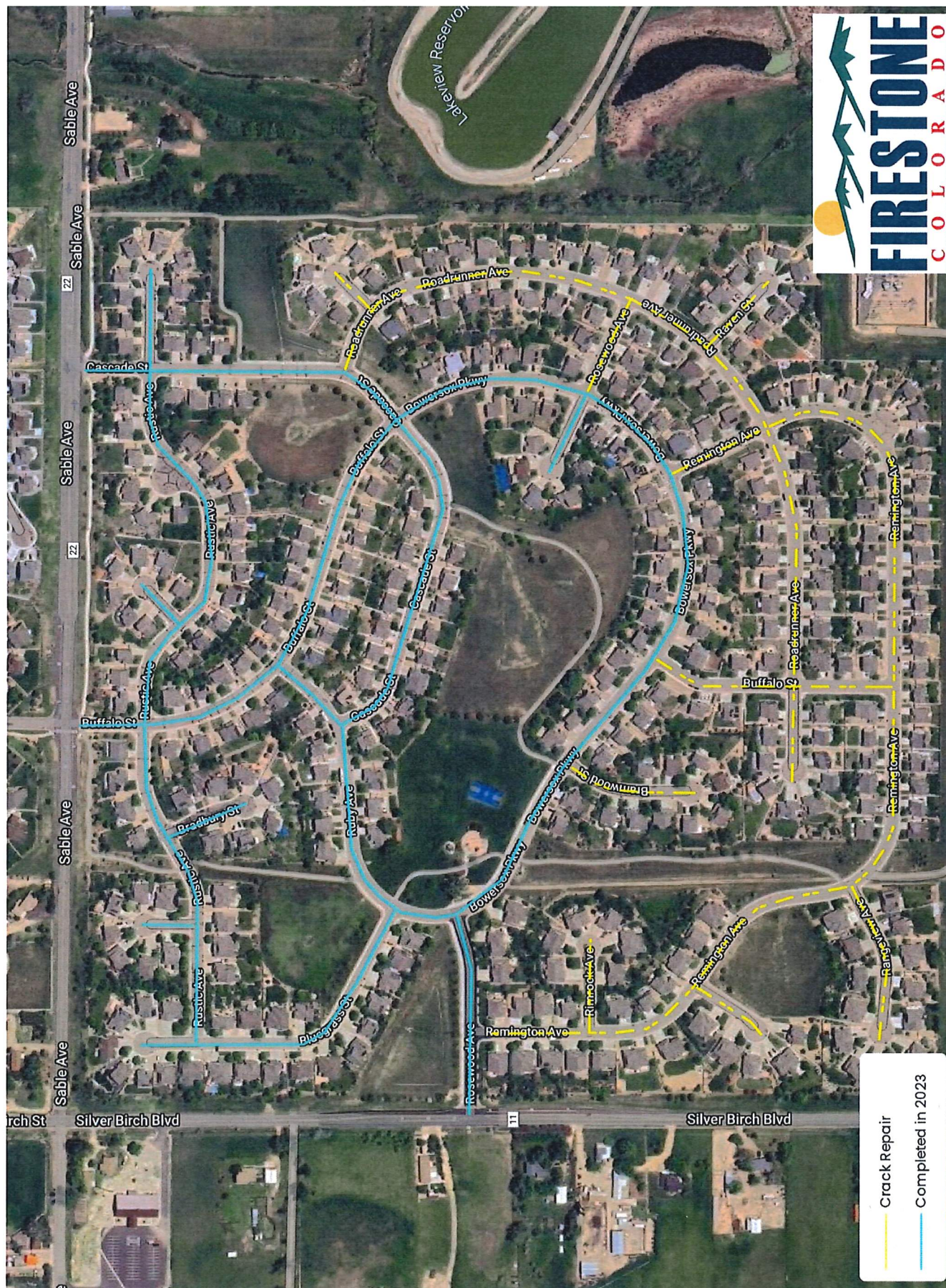
Monarch Estates

- Sandy Ridge Ave- From Birch St to Barron St
- Bald Eagle St from Sandy Ridge Ave to Monarch Dr
- Silverleaf Ave- From Barron St to Cul-de-sac
- Barron St- From Silverleaf Ave to Cul-de-sac.
- Shenandoah Ave- From Silverleaf Ave to Cul-de-sac
- Bedford St- From Monarch Dr to Cul-de-sac
- Monarch Dr- From Bedford St to Bald Eagle St.
- Bailey St- From Monarch Dr to Cul-de-sac
- Belmont St- From Sandy Ridge Ave to Cul-de-sac
- Autumn St- From Silverleaf Ave to Cul-de-sac

Oak Meadows

- Ulysses Ave- From Oak Meadows Blvd down to and including both Cul-de-sac's
- Oak Meadows Blvd- From Firestone Blvd 400' to Trailway Ave

Stone Ridge Subdivision: All yellow streets still need completed



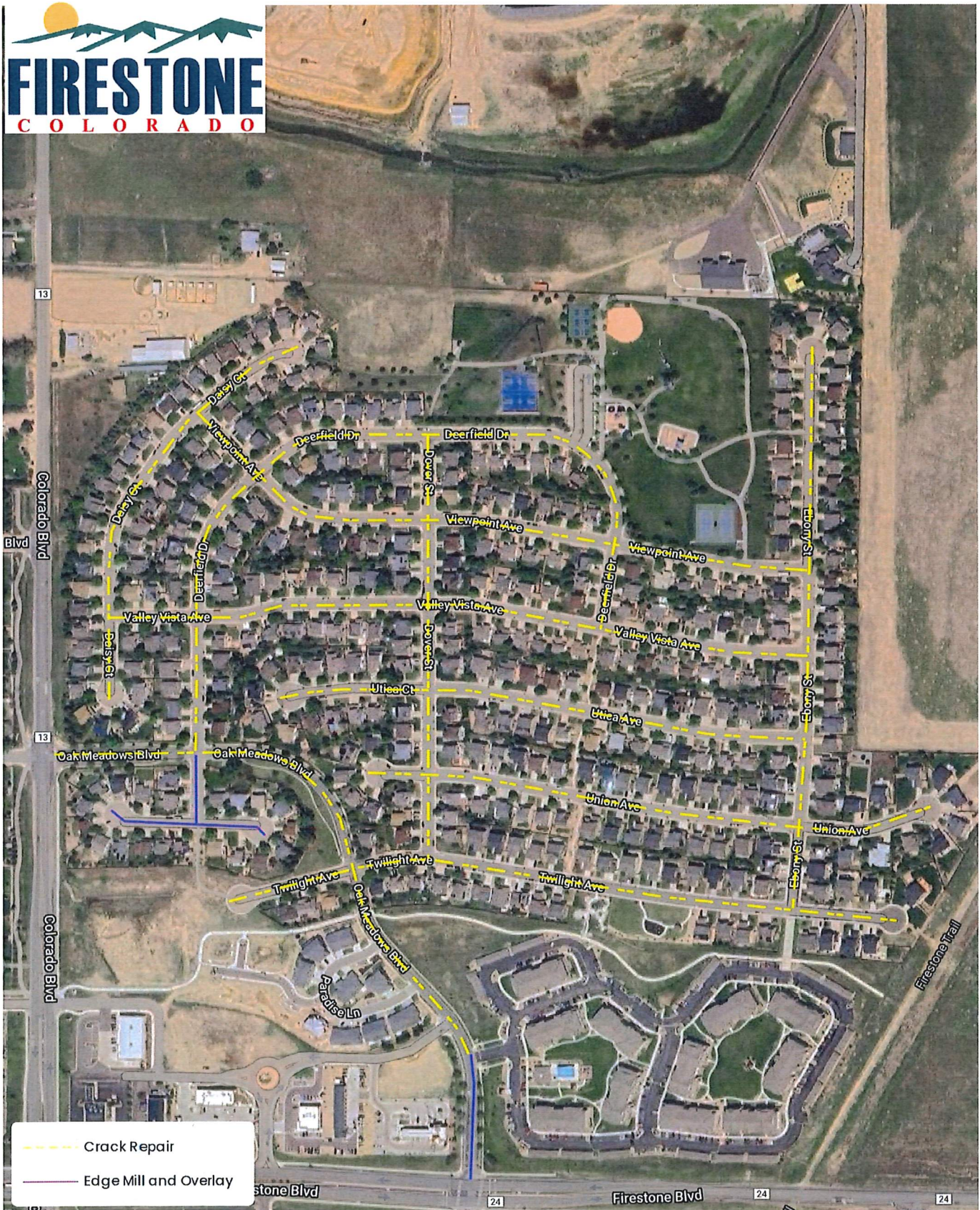
*All streets marked in yellow need crack repair on cracks 2" or larger and R&R around manholes and valves until the tonnage limit is met

Monarch Estates Subdivision



*All streets marked in yellow need crack repair on cracks 2" or larger and R&R around manholes and valves until the tonnage limit is met. All street marked in purple need edge mill and overlay.

Oak Meadow Subdivision



*All streets marked in yellow need crack repair on cracks 2" or larger and R&R around manholes and valves until the tonnage limit is met. All street marked in purple need edge mill and overlay.

AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.c

Discussion/Action

Meeting Date: April 24, 2024

Initiated By: Dave Lindsay

Department: Public Works

AGENDA ITEM

Resolution 24-41: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES BETWEEN THE TOWN OF FIRESTONE AND McGRANE WATER ENGINEERING LLC REGARDING CONSTRUCTION OF A MANAGED GROUNDWATER RECHARGE FACILITY

RECOMMENDATION

Approval of Resolution authorizing execution of said Agreement and authorizing staff to expend funds.

SUMMARY

This is a design services contract with McGrane Water Engineering, LLC (MWE) for the investigation of subsurface conditions and initial evaluation of the potential to develop a managed groundwater recharge facility on the recently purchased Ruge property, an amount not to exceed \$104,000.00.

The facility will be used to satisfy lagged groundwater return flows to the South Platte River from certain Coal Ridge Ditch water rights owned by the Town. MWE was the lead design engineer for the FAST Managed Recharge Facility at the FAST Well Field. MWE has been providing Firestone with geohydrological engineering services since 2016 and has been an integral part of the 2020 Water Action Plan implementation.

FINANCIAL CONSIDERATIONS

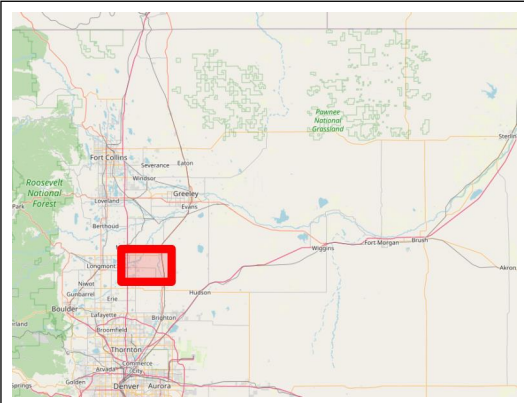
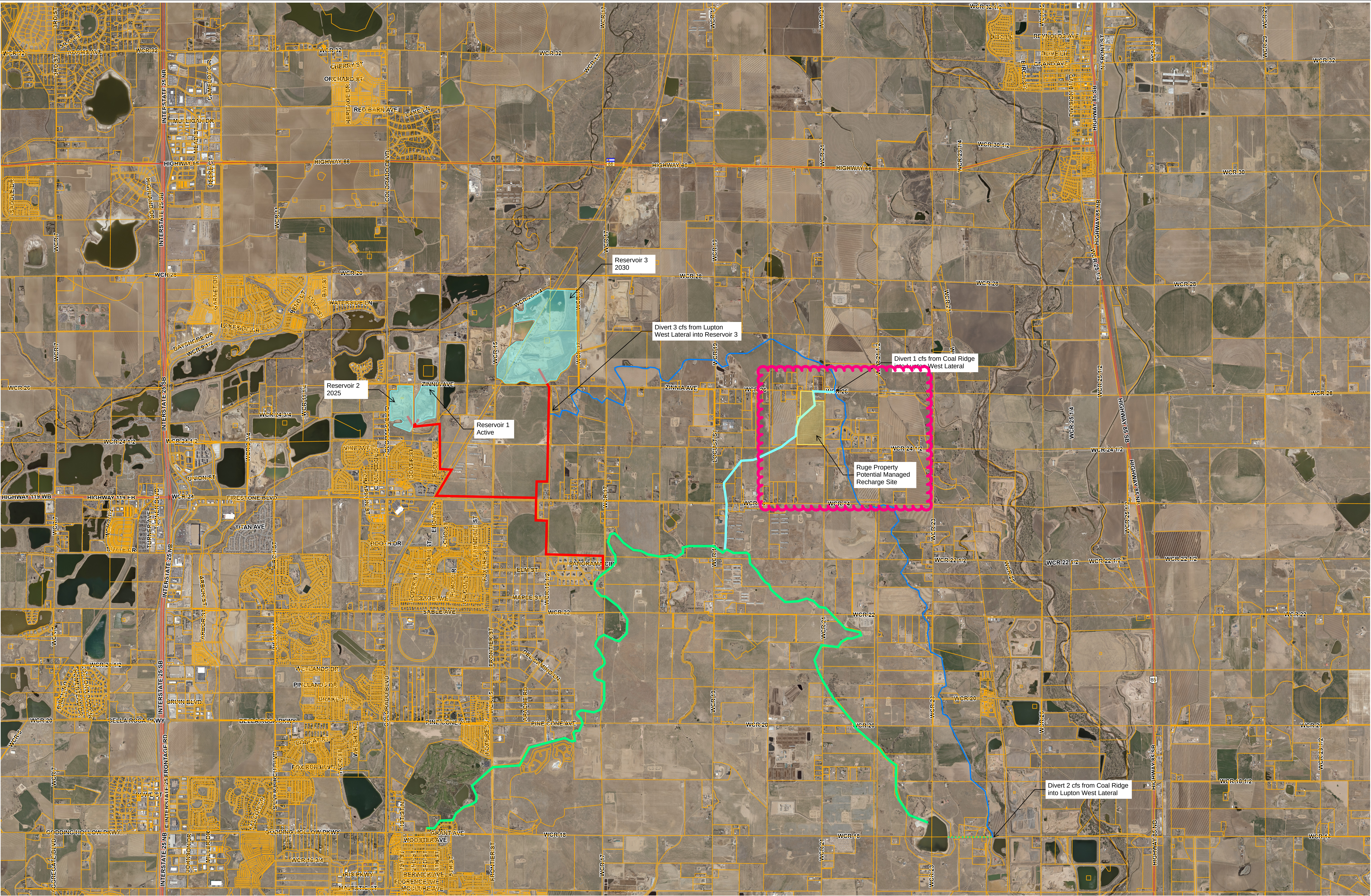
The contract amount is not to exceed \$104,000.00 and will be paid from the Water Fund.

HISTORY AND PREVIOUS BOARD ACTION

This is the first design or construction activity the Town has undertaken on this property.

ATTACHMENTS

1. Area Map (2023.12.15)
2. Res 24-41 McCrane Design Services Groundwater Recharge Facility Rug Property
3. W2024-9560.01 SP Recharge Station Exploration (McGrane signed)



- Legend
- Parcels
 - Highway
 - Road
 - County Boundary

Notes
Created by Weld County GIS

Disclaimer

This product has been developed solely for internal use only by Weld County. The GIS database, applications, and data in the product is subject to constant change and the accuracy and completeness cannot be and is not guaranteed. The design or use of the product is not intended to be used for any purpose other than that for which it was designed. WELD COUNTY MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF SUCH PRODUCT. WELD COUNTY ACCEPTS ANY LIABILITY, ARISING FROM ANY INCOMPLETENESS, INCOMPLETE OR MISLEADING INFORMATION CONTAINED THEREIN.

RESOLUTION NO. 24-41

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A PROFESSIONAL SERVICES
AGREEMENT FOR DESIGN SERVICES BETWEEN THE TOWN OF
FIRESTONE AND McGRANE WATER ENGINEERING LLC
REGARDING CONSTRUCTION OF A MANAGED GROUNDWATER
RECHARGE FACILITY**

WHEREAS, the Town of Firestone (“Town”) desires to investigate the potential of constructing a ground water recharge facility on the Ruge Property which was recently purchased by the Town; and

WHEREAS, McGrane Water Engineering LLC (“MWE”) is uniquely qualified to perform such services as it has been providing geohydrological engineering services for the Town since 2016, has been an integral party to the Town’s implementation of its 2020 Water Action Plan and was the lead design engineer for the Town’s Firestone Alluvial Supply Treatment (“FAST”) Managed Recharge Facility at the Town’s FAST well field; and

WHEREAS, it is therefore in the best interest of the Town to have MWE perform the desired design services.

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

The Professional Services Agreement for Design Services between the Town of Firestone and McGrane Water Engineering LLC regarding construction of a ground water recharge facility 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 April 2024.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr. Mayor

ATTEST:

Miriam Luna Gonzalez, Interim 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 _____, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **McGrane Water Engineering LLC**, an independent Consultant with a principal place of business at 1669 Apple Valley Road, Lyons, CO 80540, a Colorado limited liability company ("Consultant") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant 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. Consultant 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: **W2024-9560.01 South Platte Recharge Station 1 Exploration**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant 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 Consultant 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 Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant 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 Consultant, the Town shall pay Consultant \$104,000.00. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby represents 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 Consultant 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 Consultant 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 Consultant for its professional expertise, Consultant agrees not to employ sub-Consultants 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 Consultant shall be exclusively owned by the Town. Consultant 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," Consultant 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 Consultant.

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 CONSULTANT

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

VII. INSURANCE

A. Consultant 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 Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any sub-Consultant 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 Consultants 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 Consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant 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. Consultant agrees to indemnify and hold harmless the Town and its officers, agents, employees, and assigns from and against, all claims liability, damages, losses, and expenses, including reasonable 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 to the extent caused by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any sub-Consultant of Consultant, or any officer, employee, agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any sub-Consultant of Consultant. Consultant'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 Consultant, any sub-Consultant of Consultant, or any officer, employee, agent of Consultant or of any sub-Consultant of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant'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. 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

Don Conyac, Mayor

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSULTANT:
McGrane Water Engineering LLC

By: _____

Print Name: _____

Title: _____

DENNIS McGRANE
PRESIDENT

ATTEST:

By: _____

Print Name: _____

NO EMPLOYEE AFFIDAVIT

To be completed only if Consultant has no employees

1. Check and complete one:

☒ I, Dennis McGrane, am a sole proprietor doing business as McGrane Water Engineering, LLC. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Firestone (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity - i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☒ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- A valid Colorado driver's license or a Colorado identification card;
- A United States military card or a military dependent's identification card;
- A United States Coast Guard Merchant Mariner card;
- A Native American tribal document;
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or
- Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Consultant's citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

I, _____, as a public Consultant 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 _____, 2024, by _____ as _____
of _____.

My commission expires:

(SEAL)

Notary Public

EXHIBIT A SCOPE OF SERVICES

I. PHASE 1 SCOPE OF WORK

Phase I engineering work will consist of six tasks described below along with task deliverables and assumptions.

Task 1 - Hydrogeologic Analysis

We will:

- Prepare this plan and proposal (completed);
- Compile hydrogeological reports from the US Geological Survey (USGS) and Colorado Department of Water Resources (CDWR).
- Pull well completion reports from CDWR well database and prepare a hydrogeologic database;
- Prepare map of existing wells within 600 feet.
- Prepare draft maps between the site and the South Platte and Saint Vrain Rivers (depth to water, surficial aquifer depth, aquifer transmissivity (based on well completion report startup data) within one mile north, east, and south of the site to evaluate return flow pathways and aquifer continuity.
- Estimate seasonal evaporation for ponds and canals to evaluate evaporative losses for a MAR project and prepare a task memorandum.

Deliverables: 1) Maps will be included in the final Phase I report (Task 7);

Task 2 - Prepare Drilling Plan Plans and Specifications for Bidding

We will:

- Prepare plans and specifications for drilling 8 boreholes and 4 monitoring wells;
- Obtain test hole drilling permit from CDWR; and
- Receive and evaluate bids, and recommend a drilling contractor;

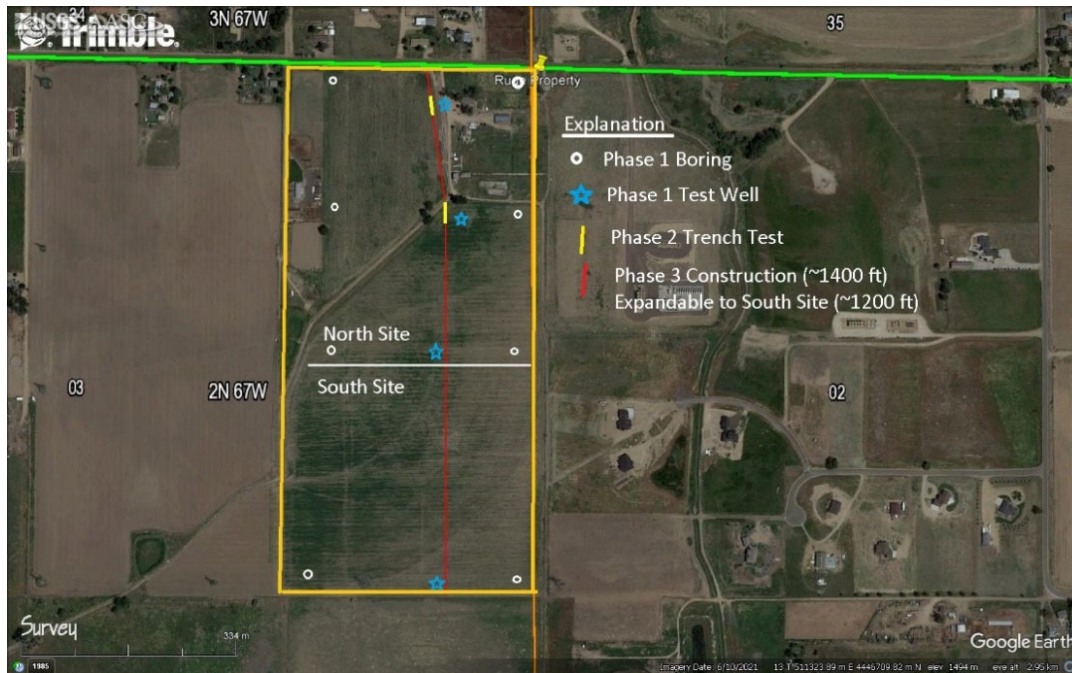
Deliverables: 1) Drilling plan, bid package, bid comparison, and recommendation. *Assumptions:* 1) the drilling Contractor will contract directly with the Town; and 2) Drill depths and drilling costs are based on an assumed average depth to bedrock of approximately 30 feet based on reviewing nearby well logs.

Task 3 – Drilling Observation

We will:

- Manage the contractor during field activities;
- Prepare geologic logs for test holes and monitoring wells;
- Select samples from monitoring wells for laboratory sieve analysis (budget <5 per well);
- Select monitoring well screen and gravel pack intervals; and
- Complete well completion reports and send to CDWR;

Figure 1 shows the preliminary borehole and monitoring well locations.



Deliverables: 1) Completed well completion reports sent to the CDWR. *Assumptions:* 1) budgeted \$2,000 for laboratory sieve analysis; and 2) The drilling Contractor will contract directly with the Town.

Task 4 - Evaluate Return Flow Pathways

We will:

- Refine draft maps prepared during Task 1 between the site and the South Platte and St Vrain Rivers (depth to water, surficial aquifer depth, aquifer transmissivity) within 1 mile north, east, and south of the site to evaluate return flow pathways and aquifer continuity.
- Compare our transmissivity map with CDWR South Platte Decision Support System aquifer delineation and aquifer transmissivity maps for the purpose of determining preliminary URF's).

Task 5 - Computer Modeling

We will:

- Conceptualize a MODFLOW computer model that is of proper scale to evaluate the physical suitability of the site for a MAR project.
- Evaluate MAR recharge options (linear trenches vs. ponds) by comparing seasonal recharge and evapotranspiration rates based on hypothetical deliveries provided by the Town;
- Evaluate changes in surficial aquifer saturated aquifer thickness within approximately 2,500 feet (1/2 mile) of the site.
- Evaluate Phase II testing at two locations, to i) estimate recharge rates and volumes for various test

pit lengths, widths and stage heights; and ii) evaluate test time options.

Task 6 - Conduct Computer Modeling Scenarios - URF's

We will:

- Conceptualize a MODFLOW computer model that is of proper scale to evaluate URFs to the Saint Vrain and South Platte Rivers.
- Evaluate URF runs over a range of potential aquifer transmissivities estimated based on our hydrogeologic evaluation and field work vs. SPDSS transmissivity or hybrid values.

Deliverables: 1) Preliminary modeling results and recommendations via email to Colorado Civil Group (CCG).

Assumptions: 1) CCG will work closely with their water resources engineer and water rights attorney to provide us feedback and direction.

Task 7 - Prepare Phase 1 Letter Report

We will:

- Prepare a summary report highlighting the results of Phase I investigation and recommending whether to proceed with the Phase II testing phase.

Deliverables: 1) The report will not exceed a 10-page written summary; 2) A range of URF's will be presented in figure format for comparison. *Assumptions:* 1) The decision to move forward with Phase II and III will be decided via discussions with CCG and their water resources engineer and water attorney prior to writing the final report.

Requests to Town

We request that the Town:

- Provide an estimate of return flow credits (volume and timing) desired from this project for the purpose of establishing goals for this design;
- Engage with their water resources engineer and water attorney to: i) determine recharge water availability and timing; ii) determine site permitting requirements if any; and iii) include any potential recharge facilities in a court approved plan.
- Provide site access (mow drill sites) for Phase I drilling;
- Contract directly with drilling contractors and surveyors;
- Conduct an elevation survey to for the purpose of siting MAR facilities including test trenches and headgate locations;
- Survey wellhead and monitoring well stick-up elevations after drilling in both phases; and
- Provide final design plan survey and staking.

II. PHASE I COST

We estimate the cost to complete Phase I is **\$104,000** for engineering and **\$30,000** for Contractor work as shown in **Table 2**.

Table 2 - Phase I Opinion of Probable Cost					
Phase	Task	Description	Engineering Cost (\$)	Contractors, Lab, and Monitoring (\$)	Task Total (\$)
Phase I - Exploratory Drilling and Feasibility Study	1.1	Hydrologic Analysis	\$19,000		\$19,000
	1.2	Prepare Plans and Specifications	\$6,000	\$2,000	\$8,000
	1.3	Drilling Observation	\$16,000	\$28,000	\$44,000
	1.4	Evaluate Drilling Results	\$10,000		\$10,000
	1.5	Computer Modeling - MAR	\$26,000		\$26,000
	1.6	Computer Modeling - URFs	\$12,000		\$12,000
	1.7	Phase I Letter Report	\$15,000		\$15,000
Task Total \$ =			\$104,000	\$30,000	\$134,000

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 (\$195/hr for Dennis McGrane and \$175/hr for Calvin Miller). Billing occurs on a monthly basis. Payment is expected within 30 days after billing. Work will stop if payment is not made within 60 days.

III. TIME REQUIRED

We envision all the tasks can be completed in 9 to 12 weeks (3 to 4 months).

IV. 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 other recommended Contractor(s). We will pass through subcontractors and equipment rental costs at no additional charge.

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 12.d

Discussion/Action

Meeting Date: April 24, 2024

Initiated By:

Department: Administration

AGENDA ITEM

Appointment of St. Vrain Water Authority Board Member

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

Payroll Board Report MARCH-2024

Company Total

Gross Earnings	Hours/Units	Amount	% of Co	Voluntary Deductions	Amount	Employee Taxes	Amount	
Regular	24,594.75	1,089,194.84	100.00%	TAX LEVY - MED % 1	1,659.24	Federal W/H	108,215.65	
Overtime	669.50	38,654.44	100.00%	Accident Insurance	1,446.20	Medicare	18,288.22	
2023 Personal Day	97.00	5,140.75	100.00%	Critical Illness + Spouse	520.70	Social Security	1,551.40	
2023 Personal Day 10	37.25	1,788.77	100.00%	Critical Illness Employee Only	960.00	Colorado State W/H	45,607.00	
Bereavement	96.00	3,868.32	100.00%	Equipment	575.42		173,662.27	
Call Out	32.00	1,484.02	100.00%	FPPA - 457 Amount	2,250.00			
Comp Time Used	10.88	317.41	100.00%	FPPA - 457 Percentage	1,276.87	Employer Taxes	Amount	% of Co
Contract Paid Time Off	49.00	3,808.78	100.00%	FPPA - Police Pension	44,307.72	Employer Medicare	18,288.22	100.00%
Extended Paid Leave	108.00	5,493.83	100.00%	FPPA ROTH 457	825.00	Employer Social Security	1,551.40	100.00%
Holiday Time Off	696.25	30,761.90	100.00%	FSA Dependent Care Amount	3,659.96	CO SUI	1,592.29	100.00%
Holiday Time Off 10	361.75	17,613.75	100.00%	Flexible Spend Account Medical	4,132.02		21,431.91	100.00%
Holiday Worked	103.00	7,630.19	100.00%	Health Savings Account	20,083.82			
PD Grants/Contracts 1.5	27.00	2,047.33	100.00%	Hospital Insurance Employee On	1,345.16	Employer Match	Amount	% of Co
PD Shift Supervisor	7.00	518.35	100.00%	Limited Purpose Flexible Spend	48.34	ER PERA MATCH - Match	130,584.96	100.00%
PTO STD	86.30	4,353.93	100.00%	Medical HSA Choice	7,387.33	FPPA Employer Contribution - M	36,822.02	100.00%
Paid Time Off	1,817.23	81,601.38	100.00%	Medical OAP	8,980.68	Mission Square 457 pretax ERD	3,059.41	100.00%
Police Security Events	19.00	1,425.00	100.00%	Mission Square - 401a Amount	225.00		170,466.39	100.00%
Time Off in Lieu	87.39	2,833.01	100.00%	Mission Square - 457b %	1,000.30			
Time-Off In Lieu	-100.50	-4,646.20	100.00%	Mission Square - 457b Amount	225.00	Memo Deductions	Amount	
Unpaid Leave	48.00	-	-	Mission Square - Roth IRA %	392.98	3PSP MEDICARE	200.93	
Workers Comp Leave	27.78	974.17	100.00%	Mission Square - Roth IRA %	392.98	Basic Life AD&D - ER Paid	2,250.01	
CELL PHONE STIPEN	-	300.00	100.00%	Norton LifeLock Essential	242.80	Dental Employer Contribution	9,962.28	
MISC PAY	-	-87.43	100.00%	Norton LifeLock Premier	434.78	HSA Employer Contribution	4,200.00	
Mayor/Trustee	-	2,150.00	100.00%	PERA	78,991.84	Long Term Disability ER Paid	1,992.04	
Retro Pay	-	7,594.43	100.00%	PERA - 401K Roth Amount	750.00	Medical Base ER Contribution	42,469.44	
	28,874.58	1,304,820.97	100.00%	PERA - 401K Amount	2,610.00	Medical HSA Choice ER Contrib	53,909.22	
				PERA - 401K Percentage	631.17	Medical OAP Employer Contrib	50,891.96	
				PERA - 457 AMOUNT	1,320.00	Mission Square 401a ERD	2,400.00	
				PERA - 457 PERCENTAGE	2,756.45	Pension Death and Disability	12,914.84	
				PERA - 457 ROTH AMOUNT	726.00	Short Term Disability ER Paid	2,565.29	
				PERA - 457 ROTH PERCENTAG	510.28	Vision Employer Contribution	1,827.10	
				PERA Life Insurance	108.50		185,583.11	
				Voluntary Life and AD&D Child	60.80			
				Voluntary Life and AD&D Employ	1,577.65			
				Voluntary Life and AD&D Spouse	402.74			
					192,424.75	Net Pay	938,733.95	

Company Total

From: 03/01/2024
To: 03/31/2024
By Distributed Department



Name	Total Paid
Total 1985 SAM DIPAOLO POST:	400.00
Total 4 RIVERS EQUIPMENT, LLC:	7.32
Total 4IMPRINT:	1,200.00
Total ABS CONCRETE INC:	37,560.00
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	910.66
Total ADAMSON POLICE PRODUCTS:	107.00
Total AIMS LOCAL COLLEGE DISTRICT:	3,840.00
Total AIRGAS INC:	575.56
Total ALAN PLUMMER AND ASSOCIATES, INC:	822.90
Total AMAZON CAPITAL SERVICES:	4,447.03
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ANDERSON CONSULTING ENGINEERS, INC:	2,135.00
Total Arrakeen Resource LTD CO:	4,625.00
Total ASPHALT SPECIALTIES CO., INC.:	35,853.69
Total AUDIO VISUAL INNOVATIONS INC:	4,546.00
Total AUSMUS LAW FIRM, P.C.:	2,400.00
Total B K TIRE, INC:	1,514.22
Total BAREFOOT RESIDENTIAL LLC:	189.71
Total Black Hills Energy:	4,933.36
Total BOBCAT OF THE ROCKIES:	27.29
Total BOHANNAN HUSTON INC:	61,982.43
Total BUCKEY INTERNATIONAL INC:	1,220.67
Total BUTLER SNOW LLP:	871.00
Total C & W TRUCK AND TRAILER, LLC:	108.16
Total CARBON VALLEY HALF MARATHON:	2,000.00
Total CARBON VALLEY RECREATION DISTRICT:	175.00
Total CASI - Asphalt:	713.80
Total CDW LLC:	2,906.96
Total CELEGANS LABS INC:	14,524.78
Total CENTRAL STATES HOSE INC:	330.84
Total CENTRAL WELD COUNTY WATER DISTRICT:	33.12
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	71,082.07
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	6,000.00
Total CENTURY LINK:	713.78
Total CHASE PAYMENTNET:	68,442.16
Total CHECK-IT CODE CONSULTING LLC:	7,827.31
Total CIGNA HEALTH & LIFE INSURANCE CO:	168,606.64
Total CINTAS FIRST AID & SAFETY:	682.96
Total CIRSA:	98.10

Name	Total Paid
Total CITY OF LOVELAND:	1,800.00
Total CIVIC PLUS, INC:	5,484.65
Total CMS ENVIRONMENTAL SOLUTIONS LLC:	205.00
Total COLORADO CIVIL GROUP INC.:	32,264.79
Total COLORADO MATERIALS, INC:	4,138.80
Total COLORADO MUNICIPAL LEAGUE:	1,962.00
Total COMCAST:	2,540.36
Total CORE & MAIN LP:	820.00
Total Craneworks Inc:	24,918.80
Total CUSTOM FLAG COMPANY INC:	690.00
Total DANA KEPNER COMPANY INC.:	12,822.45
Total DataShield Corporation:	45.00
Total DBC IRRIGATION SUPPLY:	5,475.11
Total DELTA DENTAL OF COLORADO, INC:	10,078.98
Total ELECTION SYSTEMS & SOFTWARE:	1,049.06
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	2,126.87
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	45,060.29
Total ENVIROTECH SERVICES INC.:	6,879.97
Total ESRI:	28,400.00
Total FACTORY MOTOR PARTS CO.:	773.95
Total FASTENAL COMPANY:	534.89
Total FILEONQ INC:	8,652.00
Total FILMTEC CORPORATION:	263,076.80
Total FIRST CALL ELECTRIC & FIRE:	315.00
Total FIRST INTEGRITY TITLE COMPANY:	49.62
Total FIT FOR YOU LLC:	529.50
Total FORCE AMERICA DISTRIBUTING:	1,197.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	507.95
Total FRONTIER BUSINESS PRODUCTS:	2,164.32
Total FRONTIER COMPUTER CORP.:	42,458.64
Total FRONTIER FIRE PROTECTION LLC:	25,465.76
Total FUZION FIELD SERVICES LLC:	4,841.82
Total G & G EQUIPMENT INC:	137.80
Total Gasoline Lollipops LLC:	2,250.00
Total GODDING DITCH COMPANY:	4,865.00
Total GOLF & SPORT SOLUTIONS:	2,122.38
Total GRAINGER:	2,507.05
Total GRAVES CONSULTING LLC:	3,000.00
Total GREELEY LOCK AND KEY:	3,125.08

Name	Total Paid
Total GREEN GIRL RECYCLING SERVICES:	195.00
Total GROUND SOLUTIONS:	9,140.00
Total HAYASHI & MACSALKA, LLC:	8,140.00
Total HERITAGE TITLE - TUFTS:	2.92
Total IDEAL FENCING CORPORATION:	4,375.00
Total INTERSTATE BATTERY OF THE ROCKIES:	928.80
Total JONES, STEPHEN:	1,900.00
Total KATHLEEN A. OATIS:	1,250.00
Total KG CLEAN INC:	11,000.56
Total KINSCO, LLC:	776.00
Total L. L. JOHNSON DISTRIBUTING CO.:	362.90
Total LAND TITLE-DENVER-2:	2.64
Total Landmark Builders Inc:	124,335.30
Total LANGUAGELINE SOLUTIONS:	149.23
Total LASER TECHNOLOGY, INC:	318.00
Total LAST CHANCE DITCH COMPANY:	3,396.87
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	21,561.98
Total LENNAR COLORADO:	245.97
Total LEONARD RICE ENGINEERS, INC:	24,906.00
Total LEXISNEXIS RISK SOLUTIONS:	805.00
Total Liliana Mercado:	220.00
Total LITTLE THOMPSON WATER DISTRICT:	165.01
Total Longmont Digital Printing:	117.87
Total LONGMONT HUMANE SOCIETY:	3,331.99
Total MAC EQUIPMENT INC LONGMONT:	2,322.40
Total MAIN STREET MAT COMPANY, INC:	686.20
Total MCCI, LLC:	875.59
Total MCGRANE WATER ENGINEERING, LLC:	1,690.00
Total MDI TRUCKS OF NORTHERN COLORADO:	139.93
Total Mike Maroone Chevrolet Buick GMC Longmon:	74.06
Total MISC VENDOR:	13,276.81
Total MOORE IACOFANO GOLTSMAN, INC:	11,459.50
Total MUTUAL OF OMAHA INSURANCE CO:	8,697.97
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	119,252.63
Total ODP BUSINESS SOLUTIONS LLC:	262.71
Total O'REILLY AUTO PARTS:	670.87
Total ORKIN PEST CONTROL, INC:	96.99
Total P3 Advisors LLC:	97,419.03
Total PIRTEK NOCO:	442.93

Name	Total Paid
Total POO FREE PARKS:	1,449.80
Total PRAIRIE MOUNTAIN PUBLISHING:	253.46
Total PUREWATER DYNAMICS, INC:	579.00
Total QUICK-SET AUTO GLASS:	1,090.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	115.56
Total RESOURCE CENTRAL:	6,925.00
Total RESTITUTION / COURT REFUNDS:	2,511.12
Total REXEL USA, INC:	692.46
Total RIPTIDE CAR & PET WASH:	620.00
Total ROAD SAFE TRAFFIC SYSTEMS:	835.80
Total ROCKY MOUNTAIN AWARD & TROPHY:	30.00
Total ROCKY MOUNTAIN RESERVE LLC:	469.55
Total ROCKY MOUNTAIN TACTICAL TEAM ASSOICATIO:	1,150.00
Total RURAL DITCH COMPANY:	11,146.22
Total SEACHANGE PRINT INNOVATIONS:	6,163.79
Total Short-Elliott-Hendrickson Inc:	5,807.55
Total ST VRain WATER AUTHORITY:	48,022.88
Total STEVE BALCEROVICH:	1,250.00
Total Sturgeon Electric Company:	2,401.91
Total SUN VALLEY ELECTRIC INC:	83,818.50
Total Ten Point Sales and Marketing LLC:	1,047.76
Total TIMBER LINE ELECTRIC & CONTROL CORP:	2,387.83
Total TLTC DISTRIBUTING LLC:	902.90
Total Toilet Rebates:	75.00
Total TRANSWEST TRUCK TRAILER RV:	414.39
Total Treetop Products, Inc.:	3,725.50
Total TRIDENT SECURITY SYSTEMS INC:	230.00
Total UME CUSTOM EMBROIDERY:	3,429.24
Total UNIVERSITY AUTO PARTS, INC:	2,370.32
Total UTILITY NOTIFICATION CENTER OF COLORADO:	375.39
Total UTILITY REFUNDS -1:	191.05
Total VELOCITY POWER LLC:	1,224.00
Total Verizon Connect NWF INC:	226.85
Total VIA MOBILITY SERVICES:	5,670.00
Total VISION SERVICE PLAN - VSP:	1,788.80
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	2,338.92
Total WAGNER EQUIPMENT CO.:	155.18
Total WAGNER WELDING SUPPLY CO.:	8.12
Total WEAR PARTS & EQUIP CO. INC:	2,609.94

Name	Total Paid
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	2,674.00
Total WELD COUNTY TREASURER:	796.44
Total Wesspur Tree & Equipment Inc:	382.11
Total WESTWATER RESEARCH, LLC:	5,000.00
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	713.93
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	3,463.54
Grand Totals:	1,762,479.68

Name	Total Paid
MISC VENDOR	
Total AAA Service Plumbing:	81.25
Total Anisha Drake:	5.00
Total Bob Behrends Roofing LLC:	11,761.24
Total Brandon Klipka:	279.40
Total DR HORTON:	299.92
Total FINLEON, ROBERT:	.00
Total Robert Forster:	800.00
Total The Ice Cream Wagon Inc:	50.00
Grand Totals:	13,276.81