



TOWN OF FIRESTONE
Board of Trustees Regular Meeting Agenda

June 11, 2025
6:00 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 5:30 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 6:00 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of May 28, 2025, Board of Trustees Regular Meeting Minutes
 - b. June 25, 2025 Board of Trustees Meeting Cancellation
 - c. **Resolution 25-68:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE TOWN CLERK'S ACTION IN CORRECTING A TYPOGRAPHICAL ERROR IN THE BALLOT QUESTION LANGUAGE FOR CREATING THE FIRESTONE DOWNDOWN DEVELOPMENT AUTHORITY
 - d. **Resolution 25-66:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE 2025 CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL FOR THE STREET MILL AND OVERLAY PROJECT
 - e. **Resolution 25-67:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1

* 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.

TO THE 2025 CONSTRUCTION CONTRACT BETWEEN THE TOWN OF
FIRESTONE AND A1 CHIPSEAL FOR THE STREET RESURFACING
PROJECT

- f. **Resolution 25-70:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE RECREATION INC. PERTAINING TO PLAYGROUND EQUIPMENT REPLACEMENT
- g. **Resolution 25-71:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND CARAVEO CONSTRUCTION INC. PERTAINING TO BICYCLE PUMPTRACK RESURFACING

6. Presentation

- a. Community Survey Results Presentation

7. Discussion/Action

- a. **Resolution 25-69:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DECLARING A VACANCY ON THE BOARD OF TRUSTEES FOR A TRUSTEE SEAT

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

9. Reports

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

10. Executive Session

- a. An executive session pursuant to C.R.S. 24-6-402 (4) (b) and C.R.S. Section 24-6-402(4)(e)(I), to receive legal advice from Special Counsel and Town counsel on pending litigation regarding Central Weld County Water District services as well

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as to determine positions, develop strategy, and to instruct negotiators accordingly.

11. Adjournment

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

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.a

Consent Agenda

Meeting Date: June 11, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

Approval of May 28, 2025, Board of Trustees Regular Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

1. May 28, 2025 Board of Trustees Regular Meeting Minutes



TOWN OF FIRESTONE
Board of Trustees Regular Meeting
MINUTES
May 28, 2025

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on May 28, 2025, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 6:00 pm.

The following were present upon the call of the roll:

Mayor: Don Conyac, Jr.
Mayor Pro-tem: Frank A. Jimenez
Trustees: Ray Byrd- **Excused**
Matt Holcomb
Lorna Morton
Sean Doherty

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, for Approval of the Agenda. All in Favor, **Motion carried.**

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

Becky Duckworth, a Firestone resident, provided public comment regarding the town's water bill and Central Park.

Amber Coffman, a Loveland resident and District Manager of the Little Thompson Water District, provided public comment regarding water services for Barefoot Lakes.

Stan Linker, a Brush resident and water district manager, commented publicly on the town's water bills.

5. Consent Agenda

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

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Doherty

No: None

Abstain: None

Motion carried.

- a. Approval of May 14, 2025, Board of Trustees Regular Meeting Minutes
- b. **Resolution 25-63:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE 2025 AGREEMENT FOR PROFESSIONAL SERVICES WITH RVI PLANNING FOR THE TOWN OF FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY FORMATION PROJECT

6. Presentation

- a. 2024 Audit Presentation

7. Discussion/Action

- a. **Resolution 25-52:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL PERTAINING TO STREET RESURFACING

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **Resolution 25-52:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL PERTAINING TO STREET RESURFACING

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Doherty

No: None

Abstain: None

Motion carried.

- b. **Resolution 25-53:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL PERTAINING TO STREET MILL AND OVERLAY

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Approve **Resolution 25-53:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL PERTAINING TO STREET MILL AND OVERLAY

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Doherty

No: None

Abstain: None

Motion carried.

- c. **Resolution 25-59:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE TOWN OF FIRESTONE ALLUVIAL WELL NO. 2 PROJECT

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 25-59:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE TOWN OF FIRESTONE ALLUVIAL WELL NO. 2 PROJECT

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Doherty

No: None

Abstain: None

Motion carried.

- d. **Resolution 25-60:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE DEVELOPMENT OF A GIS TOOL

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **Resolution 25-60:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE DEVELOPMENT OF A GIS TOOL

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Doherty

No: None

Abstain: None

Motion carried.

- e. **Resolution 25-61:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT

Motion by Trustee Morton, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 25-61:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE TOWN OF FIRESTONE BFL-VOGL-STINAR ALLUVIAL WELL PROJECT

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Doherty

No: None

Abstain: None

Motion carried.

- f. **Resolution 25-62:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE DEVELOPMENT OF A GIS TOOL

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 25-62:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING LLC PERTAINING TO THE DEVELOPMENT OF A GIS TOOL

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Doherty

No: None

Abstain: None

Motion carried.

- g. **Ordinance 1064:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING SECTION 9.20.090 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE REGULATION OF UNMANNED AIRCRAFT SYSTEMS

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Approve **Ordinance 1064:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ENACTING SECTION 9.20.090 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE REGULATION OF UNMANNED AIRCRAFT SYSTEMS

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Doherty

No: None

Abstain: None

Motion carried.

- h. **Resolution 25-64:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POINTS CONSULTING, LLC FOR REAL ESTATE FEASIBILITY SERVICES PERTAINING TO CENTRAL PARK

Motion by Trustee Morton, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 25-64:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND POINTS CONSULTING, LLC FOR REAL ESTATE FEASIBILITY SERVICES PERTAINING TO CENTRAL PARK

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Doherty

No: None

Abstain: None

Motion carried.

- i. Appointment of PTROC Members

The Board of Trustees nominated Paul Long to the Parks, Trails, Recreation, and Open Space Commission.

The Board of Trustees nominated Molly Russian to the Parks, Trails, Recreation, and Open Space Commission.

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

Chris Campman, water district manager, provided public comment regarding the town's water services.

9. Reports

a. Staff

9.a.i. 1st Quarter Financials

b. Mayor

Mayor Conyac reported on his meetings with Firestone residents.

c. Trustees

10. Executive Session

- a.** An executive session pursuant to C.R.S. 24-6-402 (4) (b), for a conference with Special Counsel for the purpose of receiving legal advice on specific legal questions regarding Central Weld County Water District services.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to go into executive session; An executive session pursuant to C.R.S. 24-6-402 (4) (b), for a conference with Special Counsel for the purpose of receiving legal advice on specific legal questions regarding Central Weld County Water District services. All in Favor, **Motion carried.**

11. Adjournment

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to Adjourn. All in Favor, **Motion carried.**

Introduced and Approved the _____ Day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac, Jr., Mayor

Miriam Granados Luna, CMC, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.b

Consent Agenda

Meeting Date: June 11, 2025

Initiated By:

Department: Town Clerk

AGENDA ITEM

June 25, 2025 Board of Trustees Meeting Cancellation

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the [Ordinance or Resolution].

Approval with Conditions: The Board moves to approve the [Ordinance or Resolution], listing the Board's conditions.

Denial: The Board moves to deny the [Ordinance or Resolution].

No Action: The Board provides staff with specific instructions to modify the [Ordinance or Resolution] and return at a future date.

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.c

Consent Agenda

Meeting Date: June 11, 2025

Initiated By: Miriam Luna Gonzalez

Department: Town Clerk

AGENDA ITEM

Resolution 25-68: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING THE TOWN CLERK'S ACTION IN CORRECTING A TYPOGRAPHICAL ERROR IN THE BALLOT QUESTION LANGUAGE FOR CREATING THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY

RECOMMENDATION

Town staff recommends approval of resolution 25-68.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve Resolution 25-68.

Approval with Conditions: The Board moves to approve Resolution 25-68, listing the Board's conditions.

Denial: The Board moves to deny Resolution 25-68.

No Action: The Board provides staff with specific instructions to modify Resolution 25-68 and return at a future date.

SUMMARY

The Town Clerk discovered the ballot question language in Ordinance 1062 contains an error regarding the ordinance number, which in the ballot question language was written as "Ordinance No. 1061" but instead should have been written as "Ordinance No. 1062". The ballot language question appearing on the mail ballots will now read as follows:

SHALL THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY BE ORGANIZED PURSUANT TO PART 8, ARTICLE 25, TITLE 31, COLORADO REVISED STATUTES, TO EXERCISE ALL POWERS AUTHORIZED THEREIN WITHIN THE BOUNDARIES OF THE AREA DEPICTED IN ORDINANCE NO.1062, OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, WITH A MAP OF THE AUTHORITY'S BOUNDARIES AVAILABLE AT THE TOWN CLERK'S OFFICE AND AVAILABLE FOR REVIEW.

___ YES

___ NO

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

On March 26, 2025, the Town Board voted in favor of a motion to approve Ordinance No. 1062 determining the necessity of establishing the Firestone Downtown Development Authority (DDA) and submitting the question of establishing the Firestone Downtown Development Authority to an election of qualified electors at an election to be held on July 1, 2025.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. Reso 25-68 Ratifying Town Clerk Correction of Ballot Language

RESOLUTION NO. 25-68

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, RATIFYING THE TOWN CLERK'S ACTION
IN CORRECTING A TYPOGRAPHICAL ERROR IN THE BALLOT
QUESTION LANGUAGE FOR CREATING THE FIRESTONE
DOWNTOWN DEVELOPMENT AUTHORITY**

WHEREAS, a top priority for the Town of Firestone ("Town") Board of Trustees ("Town Board") has been economic and downtown development for the Town; and

WHEREAS, on March 26, 2025, the Town Board voted in favor of a motion to approve Ordinance No. 1062 determining the necessity of establishing the Firestone Downtown Development Authority ("DDA") and submitting the question of establishing the DDA to an election of qualified electors at an election to be held on July 1, 2025 (the "Ordinance"); and

WHEREAS, the Board determined it necessary to establish a DDA to assist in the development and redevelopment of the Town's central business district and to promote the health, safety, prosperity, security, and general welfare of the Town of Firestone and its community; and

WHEREAS, since adoption of the Ordinance, the Town Clerk has discovered the ballot question language in said Ordinance contains an obvious scrivener or typographical error regarding the ordinance number, which in the ballot question language was written as "Ordinance No. 1061" but instead should have been written as "Ordinance No. 1062"; and

WHEREAS, the Town Clerk has determined that the scrivener or typographical error considered in context is insubstantial, and has already taken administrative steps to correct the error before the Town incurs substantial costs in printing ballots, so that the ballot question language appearing on the mail ballots will now read as follows:

"SHALL THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY BE ORGANIZED PURSUANT TO PART 8, ARTICLE 25, TITLE 31, COLORADO REVISED STATUTES, TO EXERCISE ALL POWERS AUTHORIZED THEREIN WITHIN THE BOUNDARIES OF THE AREA DEPICTED IN ORDINANCE NO. 1062, OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, WITH A MAP OF THE AUTHORITY'S BOUNDARIES AVAILABLE AT THE TOWN CLERK'S OFFICE AND AVAILABLE FOR REVIEW?"

___ YES

___ NO

WHEREAS, the Town Board desires to ratify the actions of the Town Clerk in correcting the scrivener or typographical error in the ballot question language.

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

All actions taken by the Town Clerk to correct the ballot question language concerning

the formation of the Firestone DDA are hereby ratified and confirmed.

PASSED AND ADOPTED this ___ day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.d

Consent Agenda

Meeting Date: June 11, 2025

Initiated By: Nate Haasis

Department: Engineering & Utilities

AGENDA ITEM

Resolution 25-66: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE 2025 CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL FOR THE STREET MILL AND OVERLAY PROJECT

RECOMMENDATION

Staff recommends that the Board approve Resolution 25-66, a resolution approving the change order to the construction contract between the Town of Firestone and A1 Chipseal for the construction of the Street Maintenance Mill and Overlay Project.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve Resolution 25-66.

Approval with Conditions: The Board moves to approve Resolution 25-66, listing the Board's conditions.

Denial: The Board moves to deny Resolution 25-66.

No Action: The Board provides staff with specific instructions to modify Resolution 25-66 and return at a future date.

SUMMARY

Approval of the proposed Resolution will approve a change order to the construction contract between the Town of Firestone and A1 Chipseal for the Street Maintenance Mill and Overlay Project.

Mill and Overlay projects are a higher-level pavement treatment compared to chip seal, as they not only prevent further deterioration but also significantly extend the roadway's lifespan, enhance driving conditions, and help avoid more costly full-depth reconstructions in the future.

The unit prices received from A1 Chipseal were favorable to the Town, allowing additional project areas to be identified and promptly submitted to the contractor for pricing, all while remaining under the budgeted amount.

Change Order Amount: \$53,275.85

Change order scope includes:

- Profile milling approximately in preparation of a 2" asphalt overlay, including traffic control, preparation of road surfacing, asphalt patching, striping, preformed pavement markings, and restoration as needed.

Additional Locations Part of this Change Order:

- CR 26 - East of Colorado Blvd
- Firestone Blvd at Frontage Road

FINANCIAL CONSIDERATIONS

On April 9, 2025, the Board approved a resolution amending the 2025 Budget to roll over funds into the Capital Improvement Program (CIP), adding \$53,275.85 and bringing the total Street Maintenance budget to \$1,757,171. This change order remains within the approved budget.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the 2025 Budget and Capital Improvement Program (CIP), which included projects for Street Maintenance Projects.

On May 28th, 2025, the Board approved a construction contract between the Town and A1 Chipseal a not-to-exceed amount of \$84,854.25.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities
 - Uphold Fiscal Integrity

ATTACHMENTS

1. Reso 25-66 Street Maintenance Mill and Overlay (A1 Chipseal) CO #1
2. CO#001_Mill and Overlay_06.05.2025

RESOLUTION NO. 25-66

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE 2025 CONSTRUCTION
CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL FOR THE
STREET MILL AND OVERLAY PROJECT**

WHEREAS, the Town of Firestone entered into a Construction Contract (“Contract”) with A1 Chipseal to serve as the contractor for the Town’s Street Maintenance Operations Mill and Overlay Project (the “Project”); and

WHEREAS, in addition to the work set forth in the Contract, the Parties agree that the Project will also require additional milling in preparation of a 2” asphalt overlay, including traffic control, preparation of road surfacing, asphalt patching, striping, preformed pavement markings, and restoration as needed.

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

Change Order No. 1 to the 2025 Construction Contract between the Town of Firestone and A1 Chipseal is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Change Order on behalf of the Town.

PASSED AND ADOPTED this 11th day of June, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

CHANGE ORDER NO. 1

DATED: June 5, 2025

TO: A-1 Chipseal

PROJECT: 2025 Street Maintenance Program - Mill and Overlay

PROJECT NUMBER: S2025-9253

OWNER: Town of Firestone

You are hereby requested to comply with the following changes from the Agreement.

[illegible]

NET CHANGE TO CONTRACT PRICE:

Original Contract Price:	\$ 84,854.25
Current Contract Price adjusted by previous Change Order:	\$ 84,854.25
Amount of this Change Order	\$ 53,275.85
New Contract Price, including this Change Order, will be:	\$ 138,130.10

APPROVALS:

Project Manager:

Contractor: _____

Director: _____

Date: _____

Date: _____

Date: _____

Town of Firestone 2025 SMP - Resurfacing (additions)

Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Mobilization	1.0	Ea. / Lump Sum	\$ -	\$ -
Traffic Control (ALL LOCATIONS)	1.0	Ea. / Lump Sum	\$ 16,500.00	\$ 16,500.00
Restoration / Stormwater BMP Compliance (ALL LOCATIONS)	1.0	Ea. / Lump Sum	\$ 250.00	\$ 250.00
				\$ 16,750.00

Sable Ave (CR 22) / ~ 1.0 mi.	Birch Ave to Colorado Blvd	NOTES:
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Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Asphalt Patching - 4' Mill Patch	13,000.0	SF	\$ 4.05	\$ 52,650.00
Asphalt Patching - 8" Full Depth	5,000.0	SF	\$ 13.50	\$ 67,500.00
Crack sealant	4,000.0	Lbs.	\$ 2.10	\$ 8,400.00
3/8" Chip Seal w/ Fog Seal	26,870.0	SqYds	\$ 3.95	\$ 106,136.50
4" White - Epoxy Line Striping - Solid	10,475.0	LF	\$ 0.55	\$ 5,761.25
4" Yellow - Epoxy Line Striping - Solid	18,000.0	LF	\$ 0.55	\$ 9,900.00
8" White - Epoxy Line Striping - Solid	1,900.0	LF	\$ 1.10	\$ 2,090.00
Left Turn Arrow - Preformed Thermoplastic Pavement Markings	9.0	Each	\$ 375.00	\$ 3,375.00
Right Turn Arrow - Preformed Thermoplastic Pavement Markings	4.0	Each	\$ 375.00	\$ 1,500.00
Combination Rht/Strt/Turn Arrow - Preformed Thermoplastic Pavement Markings	2.0	Each	\$ 475.00	\$ 950.00
ONLY - Preformed Thermoplastic Pavement Markings	8.0	Each	\$ 400.00	\$ 3,200.00
Stop Bar (2' X LF - Length) - Preformed Thermoplastic Pavement Markings	28.0	LF	\$ 40.00	\$ 1,120.00
Crosswalk Bars (2' X 9') - Preformed Thermoplastic Pavement Markings	12.0	Each	\$ 275.00	\$ 3,300.00
				\$ 265,882.75

Subgrade/Over-Ex in as part of Full depth patching. (Included in R&R)

Remove Concrete replace with Asphalt around Valves and Manholes that need adjustment otherwise leave in place.

NEED TO CONTACT CWCWD (Valves) and SVSD (Manholes)

Project to include Street Sweeping adjacent roadway into neighborhoods.

Milling at Needed driveway for seamless access.

Valve and Manhole Adjustments included in as part of project

Pine Cone Ave (CR 20) / ~ 1.9 mi.	Colorado Blvd (CR 13) to Frontier (CR 15) East End of Maintenance
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Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Asphalt Patching - 4' Mill Patch	2,500.0	SF	\$ 4.05	\$ 10,125.00
Asphalt Patching - 8" Full Depth	1,500.0	SF	\$ 13.50	\$ 20,250.00
Crack sealant	4,000.0	Lbs.	\$ 2.10	\$ 8,400.00
3/8" Chip Seal w/ Fog Seal	34,207.0	SyYds	\$ 3.95	\$ 135,117.65
4" White - Epoxy Line Striping - Solid	20,295.0	LF	\$ 0.55	\$ 11,162.25
4" Yellow - Epoxy Line Striping - Solid	21,100.0	LF	\$ 0.55	\$ 11,605.00
4" Yellow - Epoxy Line Striping - Skip	2,484.0	LF	\$ 0.55	\$ 1,366.20
8" White - Epoxy Line Striping	1,990.0	LF	\$ 1.10	\$ 2,189.00
Left Turn Arrow - Preformed Thermoplastic Pavement Markings	10.0	Each	\$ 375.00	\$ 3,750.00
Right Turn Arrow - Preformed Thermoplastic Pavement Markings	4.0	Each	\$ 375.00	\$ 1,500.00
Combination Strt/Turn Arrow - Preformed Thermoplastic Pavement Markings	1.0	Each	\$ 475.00	\$ 475.00
ONLY - Preformed Thermoplastic Pavement Markings	6.0	Each	\$ 400.00	\$ 2,400.00
Stop Bar (2' X LF) - Preformed Thermoplastic Pavement Markings	30.0	Each	\$ 40.00	\$ 1,200.00
Crosswalk Bars (2'X6') - Preformed Thermoplastic Pavement Markings	9.0	Each	\$ 275.00	\$ 2,475.00
				\$ 212,015.10

Town of Firestone 2025 SMP - Mill & Overlay (additions)

Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Mobilization	1.0	Ea. / Lump Sum	\$ -	\$ -
Traffic Control	1.0	Ea. / Lump Sum	\$ 7,000.00	\$ 7,000.00
Restoration / Stormwater BMP Compliance (ALL LOCATIONS)	1.0	Ea. / Lump Sum	\$ 250.00	\$ 250.00
				\$ 7,250.00

CR 26 (east of Colorado Blvd				
Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Asphalt Patching - 2" Depth Profile Mill	800.0	SqYds	\$ 4.25	\$ 3,400.00
Asphalt Patching - 2" Paving (S or SX)	800.0	SqYds	\$ 16.50	\$ 13,200.00
Asphalt Patching - 8" Full Depth	1,000.0	SF	\$ 15.00	\$ 15,000.00
4" White - Epoxy Line Striping - Solid	450.0	LF	\$ 2.22	\$ 999.00
4" Yellow - Epoxy Line Striping - Solid	450.0	LF	\$ 2.22	\$ 999.00
				\$ 33,598.00

Firestone Blvd At Frontage Road (CR 9.5) Asphalt/Concrete Transition		T-Patch - 2 areas - One Westbound and One Eastbound at transition		
Item Description	Quantity	Unit of Measurement	Unit Price	Extended Cost
		UOM		
Asphalt Patching - 2" Depth Profile Mill	415.0	SqYds	\$ 4.25	\$ 1,763.75
Asphalt Patching - 2" Paving (S or SX)	415.0	SqYds	\$ 16.50	\$ 6,847.50
Asphalt Patching - 8" Full Depth	250.0	SF	\$ 15.00	\$ 3,750.00
4" Yellow - Epoxy Line Striping - Solid	10.0	LF	\$ 2.22	22.20
8" White - Epoxy Line Striping - Solid	10.0	LF	\$ 4.44	44.40
				\$ 12,427.85

Estimated Total Cost - Resurfacing Additions	\$ 494,647.85
Estimated Total Cost - Mill & Overlay Additions	\$ 53,275.85

ADDITIONS - Combined	\$ 547,923.70
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Original Bid - Resurfacing	\$ 84,854.25
Original Bid - Mill & Overlay	\$ 977,277.15

Original Bid - Combined	\$ 1,062,131.40
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All Combined (Whole Job)	\$ 1,610,055.10
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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.e

Consent Agenda

Meeting Date: June 11, 2025

Initiated By: Nate Haasis

Department: Engineering & Utilities

AGENDA ITEM

Resolution 25-67: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE 2025 CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL FOR THE STREET RESURFACING PROJECT

RECOMMENDATION

Staff recommends that the Board approve Resolution 25-67, a resolution approving the change order to the construction contract between the Town of Firestone and A1 Chipseal for the construction of the Street Maintenance Resurfacing Project.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve Resolution 25-67.

Approval with Conditions: The Board moves to approve Resolution 25-67, listing the Board's conditions.

Denial: The Board moves to deny Resolution 25-67.

No Action: The Board provides staff with specific instructions to modify Resolution 25-67 and return at a future date.

SUMMARY

Approval of the proposed Resolution will approve a change order to the construction contract between the Town of Firestone and A1 Chipseal for the Street Maintenance Resurfacing Project.

Road resurfacing projects are essential for maintaining road infrastructure because they restore the structural integrity and surface quality of roads. Over time, traffic, weather, and environmental factors cause wear and damage, leading to cracks, potholes, and reduced safety. Resurfacing prevents further deterioration, extends the lifespan of the roadway, improves driving conditions, and reduces the need for more costly full reconstructions in the future.

The unit prices received from A1 Chipseal were favorable to the Town, allowing additional project areas to be identified and promptly submitted to the contractor for pricing, all while remaining under the budgeted amount.

Change Order Amount: \$494,647.85

Change order scope includes:

- Chip Seal on Arterial and Collector Streets, including preparation of road surfacing, patching, surface treatment, fog seal, striping, and restoration as needed.

Additional Locations Part of this Change Order:

- Adds approximately 3.0 miles

- Sable Avenue - Birch Avenue to Colorado Blvd
- Pine Cone Avenue - Colorado Blvd to Frontier Street

FINANCIAL CONSIDERATIONS

On April 9, 2025, the Board approved a resolution amending the 2025 Budget to roll over funds into the Capital Improvement Program (CIP), adding \$494,647.85 and bringing the total Street Maintenance budget to \$1,757,171. This change order remains within the approved budget.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the 2025 Budget and Capital Improvement Program (CIP), which included projects for Street Maintenance Projects.

The Town advertised the Street Maintenance Resurfacing Project in a Request for Bids that was issued in April 2025. On May 28th, 2025, the Board approved a construction contract between the Town and A1 Chipseal a not-to-exceed amount of \$977,277.15

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities
 - Uphold Fiscal Integrity

ATTACHMENTS

1. Reso 25-67 Street Maintenance Resurfacing (A1 Chipseal) CO #1
2. CO#001_Resurfacing_06.05.2025

RESOLUTION NO. 25-67

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING CHANGE ORDER NO. 1 TO THE 2025 CONSTRUCTION
CONTRACT BETWEEN THE TOWN OF FIRESTONE AND A1 CHIPSEAL FOR THE
STREET RESURFACING PROJECT**

WHEREAS, the Town of Firestone entered into a Construction Contract (“Contract”) with A1 Chipseal to serve as the contractor for the Town’s Street Maintenance Operations Resurfacing Project (the “Project”); and

WHEREAS, in addition to the work set forth in the Contract, the Parties agree that the Project will also require additional road surfacing, patching, surface treatment, fog seal, striping, and restoration on other arterial and collector streets, as needed.

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

Change Order No. 1 to the 2025 Construction Contract between the Town of Firestone and A1 Chipseal is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Change Order on behalf of the Town.

PASSED AND ADOPTED this 11th day of June, 2025.

TOWN OF FIRESTONE, COLORADO

Don Conyac, Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

CHANGE ORDER NO. 1

DATED: June 5, 2025

TO: A-1 Chipseal

PROJECT: 2025 Street Maintenance Program - Resurfacing

PROJECT NUMBER: S2025-9252

OWNER: Town of Firestone

You are hereby requested to comply with the following changes from the Agreement.

[illegible]

NET CHANGE TO CONTRACT PRICE:

Original Contract Price:	\$ 977,277.15
Current Contract Price adjusted by previous Change Order:	\$ 977,277.15
Amount of this Change Order	\$ 494,647.85
New Contract Price, including this Change Order, will be:	\$ 1,471,925.00

APPROVALS:

Project Manager:

Contractor: _____

Director: _____

Date: _____

Date: _____

Date: _____

Town of Firestone 2025 SMP - Resurfacing (additions)

Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Mobilization	1.0	Ea. / Lump Sum	\$ -	\$ -
Traffic Control (ALL LOCATIONS)	1.0	Ea. / Lump Sum	\$ 16,500.00	\$ 16,500.00
Restoration / Stormwater BMP Compliance (ALL LOCATIONS)	1.0	Ea. / Lump Sum	\$ 250.00	\$ 250.00
				\$ 16,750.00

Sable Ave (CR 22) / ~ 1.0 mi.	Birch Ave to Colorado Blvd	NOTES:
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Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Asphalt Patching - 4' Mill Patch	13,000.0	SF	\$ 4.05	\$ 52,650.00
Asphalt Patching - 8" Full Depth	5,000.0	SF	\$ 13.50	\$ 67,500.00
Crack sealant	4,000.0	Lbs.	\$ 2.10	\$ 8,400.00
3/8" Chip Seal w/ Fog Seal	26,870.0	SqYds	\$ 3.95	\$ 106,136.50
4" White - Epoxy Line Striping - Solid	10,475.0	LF	\$ 0.55	\$ 5,761.25
4" Yellow - Epoxy Line Striping - Solid	18,000.0	LF	\$ 0.55	\$ 9,900.00
8" White - Epoxy Line Striping - Solid	1,900.0	LF	\$ 1.10	\$ 2,090.00
Left Turn Arrow - Preformed Thermoplastic Pavement Markings	9.0	Each	\$ 375.00	\$ 3,375.00
Right Turn Arrow - Preformed Thermoplastic Pavement Markings	4.0	Each	\$ 375.00	\$ 1,500.00
Combination Rht/Strt/Turn Arrow - Preformed Thermoplastic Pavement Markings	2.0	Each	\$ 475.00	\$ 950.00
ONLY - Preformed Thermoplastic Pavement Markings	8.0	Each	\$ 400.00	\$ 3,200.00
Stop Bar (2' X LF - Length) - Preformed Thermoplastic Pavement Markings	28.0	LF	\$ 40.00	\$ 1,120.00
Crosswalk Bars (2' X 9') - Preformed Thermoplastic Pavement Markings	12.0	Each	\$ 275.00	\$ 3,300.00
				\$ 265,882.75

Subgrade/Over-Ex in as part of Full depth patching. (Included in R&R)

Remove Concrete replace with Asphalt around Valves and Manholes that need adjustment otherwise leave in place.

NEED TO CONTACT CWCWD (Valves) and SVSD (Manholes)

Project to include Street Sweeping adjacent roadway into neighborhoods.

Milling at Needed driveway for seamless access.

Valve and Manhole Adjustments included in as part of project

Pine Cone Ave (CR 20) / ~ 1.9 mi.	Colorado Blvd (CR 13) to Frontier (CR 15) East End of Maintenance
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Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Asphalt Patching - 4' Mill Patch	2,500.0	SF	\$ 4.05	\$ 10,125.00
Asphalt Patching - 8" Full Depth	1,500.0	SF	\$ 13.50	\$ 20,250.00
Crack sealant	4,000.0	Lbs.	\$ 2.10	\$ 8,400.00
3/8" Chip Seal w/ Fog Seal	34,207.0	SyYds	\$ 3.95	\$ 135,117.65
4" White - Epoxy Line Striping - Solid	20,295.0	LF	\$ 0.55	\$ 11,162.25
4" Yellow - Epoxy Line Striping - Solid	21,100.0	LF	\$ 0.55	\$ 11,605.00
4" Yellow - Epoxy Line Striping - Skip	2,484.0	LF	\$ 0.55	\$ 1,366.20
8" White - Epoxy Line Striping	1,990.0	LF	\$ 1.10	\$ 2,189.00
Left Turn Arrow - Preformed Thermoplastic Pavement Markings	10.0	Each	\$ 375.00	\$ 3,750.00
Right Turn Arrow - Preformed Thermoplastic Pavement Markings	4.0	Each	\$ 375.00	\$ 1,500.00
Combination Strt/Turn Arrow - Preformed Thermoplastic Pavement Markings	1.0	Each	\$ 475.00	\$ 475.00
ONLY - Preformed Thermoplastic Pavement Markings	6.0	Each	\$ 400.00	\$ 2,400.00
Stop Bar (2' X LF) - Preformed Thermoplastic Pavement Markings	30.0	Each	\$ 40.00	\$ 1,200.00
Crosswalk Bars (2'X6') - Preformed Thermoplastic Pavement Markings	9.0	Each	\$ 275.00	\$ 2,475.00
				\$ 212,015.10

Town of Firestone 2025 SMP - Mill & Overlay (additions)

Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Mobilization	1.0	Ea. / Lump Sum	\$ -	\$ -
Traffic Control	1.0	Ea. / Lump Sum	\$ 7,000.00	\$ 7,000.00
Restoration / Stormwater BMP Compliance (ALL LOCATIONS)	1.0	Ea. / Lump Sum	\$ 250.00	\$ 250.00
				\$ 7,250.00

CR 26 (east of Colorado Blvd				
Item Description	Quantity	Unit of Measurement UOM	Unit Price	Extended Cost
Asphalt Patching - 2" Depth Profile Mill	800.0	SqYds	\$ 4.25	\$ 3,400.00
Asphalt Patching - 2" Paving (S or SX)	800.0	SqYds	\$ 16.50	\$ 13,200.00
Asphalt Patching - 8" Full Depth	1,000.0	SF	\$ 15.00	\$ 15,000.00
4" White - Epoxy Line Striping - Solid	450.0	LF	\$ 2.22	\$ 999.00
4" Yellow - Epoxy Line Striping - Solid	450.0	LF	\$ 2.22	\$ 999.00
				\$ 33,598.00

Firestone Blvd At Frontage Road (CR 9.5) Asphalt/Concrete Transition		T-Patch - 2 areas - One Westbound and One Eastbound at transition		
Item Description	Quantity	Unit of Measurement	Unit Price	Extended Cost
		UOM		
Asphalt Patching - 2" Depth Profile Mill	415.0	SqYds	\$ 4.25	\$ 1,763.75
Asphalt Patching - 2" Paving (S or SX)	415.0	SqYds	\$ 16.50	\$ 6,847.50
Asphalt Patching - 8" Full Depth	250.0	SF	\$ 15.00	\$ 3,750.00
4" Yellow - Epoxy Line Striping - Solid	10.0	LF	\$ 2.22	\$ 22.20
8" White - Epoxy Line Striping - Solid	10.0	LF	\$ 4.44	\$ 44.40
				\$ 12,427.85

Estimated Total Cost - Resurfacing Additions	\$ 494,647.85
Estimated Total Cost - Mill & Overlay Additions	\$ 53,275.85

ADDITIONS - Combined	\$ 547,923.70
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Original Bid - Resurfacing	\$ 84,854.25
Original Bid - Mill & Overlay	\$ 977,277.15

Original Bid - Combined	\$ 1,062,131.40
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All Combined (Whole Job)	\$ 1,610,055.10
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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.f

Consent Agenda

Meeting Date: June 11, 2025

Initiated By:

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-70: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE RECREATION INC. PERTAINING TO PLAYGROUND EQUIPMENT REPLACEMENT

RECOMMENDATION

Staff recommends approval of Resolution 25-70, authorizing the execution of a Construction Contract with Altitude Recreation, Inc., for replacing the playground equipment at Prairie Ridge Park and authorizing staff to expend funds.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.

Denial: The Board moves to deny the Resolution.

No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

Approval of the proposed resolution will approve an agreement with Altitude Recreation Inc., for the replacement of the playground equipment at Prairie Ridge Park, located near Prairie Ridge Elementary School.

The current playground equipment at Prairie Ridge Park is 20 years old and has worn down, creating safety hazards such as rusted parts, weakened materials, and outdated design features. The new equipment will meet current safety regulations and provide inclusive play opportunities for children of all abilities. By investing in modern, durable, and engaging playground features, we aim to create a vibrant and welcoming space that encourages healthy play, fosters community connection and serves families for many years to come.

FINANCIAL CONSIDERATIONS

This Contract is for an amount not to exceed \$400,000.00 to replace the playground equipment at Prairie Ridge Park. The Capital Improvements Fund will pay for the project, which was included in the 2025 budget.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustees work session in September 2024, staff presented the replacement of the playground equipment as part of the proposed CIP budget for 2025.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities

ATTACHMENTS

1. Reso 25-70 Altitude Recreation
2. Construction Contract-Altitude Recreation
3. Altitude Recreation - Proposal

RESOLUTION NO. 25-70

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE RECREATION INC. PERTAINING TO PLAYGROUND EQUIPMENT REPLACEMENT

WHEREAS, the Town of Firestone (“Town”) is in need of professional construction services for the Prairie Ridge Playground Replacement Project (the “Project”); and

WHEREAS, the Town issued an invitation for bid (“IFB”) proposals for such services for the Project; and

WHEREAS, the Town has evaluated the bids submitted in response to the IFB, and finds that Altitude Recreation, Inc. (“Altitude”) is the lowest responsible and responsive bidder whose bid is most advantageous to the Town; and

WHEREAS, the Town finds that Altitude has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select Altitude as the successful bidder for the IFB and to enter into a construction contract with Altitude to provide the construction services and perform the work as described in Construction Contract, attached hereto as Exhibit A.

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

Section 1. The Construction Contract between the Town of Firestone and Altitude Recreation, 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 Construction Contract on behalf of the Town.

Section 2. The Town Manager or such person’s designee is authorized to approve, sign, execute and deliver any and all change orders on behalf of the Town as may be necessary to complete the Project or for the Town to perform under the Contract up to and until such time as the total dollar amount of all such change orders equals or exceeds \$400,000.00, at which time any such change order shall be subject to approval by the Board.

PASSED AND ADOPTED this 11th day of June, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this ____ day of _____, 2025 (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 **ALTITUDE RECREATION, INC.** an independent contractor with a principal place of business at 3762 Eureka Way, Unit A, Frederick, Colorado 80516 ("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: **Prairie Ridge Playground Replacement (P2025-9334)**.
- 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. DESIGN PROFESSIONAL

This Project has been designed by: ALTITUDE RECREATION-GAMETIME,

who is hereinafter called DESIGN PROFESSIONAL and who is to act as FIRESTONE's representative, assume all duties and responsibilities, and have the rights and authority assigned to DESIGN PROFESSIONAL in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

- A. The Work shall be substantially completed within 180 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 **\$400,000.00** (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.

V. PAYMENT PROCEDURES

- A. The Contractor may submit Applications for Payment for completed Work per the LUMP-SUM 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.

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. 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. Exhibit to this Construction Contract:

1. Exhibit A: Proposal
2. Exhibit B: None

B. Notice to Proceed.

C. Addendum numbers:

1. Addendum #1: none at this time
2. Addendum #2: none at this time

D. The following which 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.

E. Security Addendum

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

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 Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

ALTITUDE RECREATION, INC.

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025 by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

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:

A. Contractor shall:

1. All Site Preparation
 - a. Inspection and Evaluation: Inspect the site to assess soil conditions, drainage, and potential hazards.
 - b. Clearing and Leveling: Remove debris, vegetation, and obstacles from the area.
2. Grading and Drainage: Ensure proper grading to prevent water pooling and create adequate drainage systems.
3. Equipment Procurement
 - a. Compliance with Standards: Verify that the playground equipment meets ASTM, CPSC, or other applicable safety standards for children aged 2-5 years.
 - b. Age Appropriateness: Ensure all equipment is suitable for the physical and developmental abilities of 2-5-year-old children.
4. Installation
 - a. Foundation Work: Excavate and install necessary foundations, such as concrete footings for anchored equipment.
 - b. Assembly of Equipment: Assemble and securely install playground structures per the manufacturer's guidelines.
5. Surface Installation: Install impact-absorbing surfacing, such as poured-in-place rubber, or playground turf, to meet fall height requirements.

Contractor's Deliverables

In performance of the duties described above, the Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

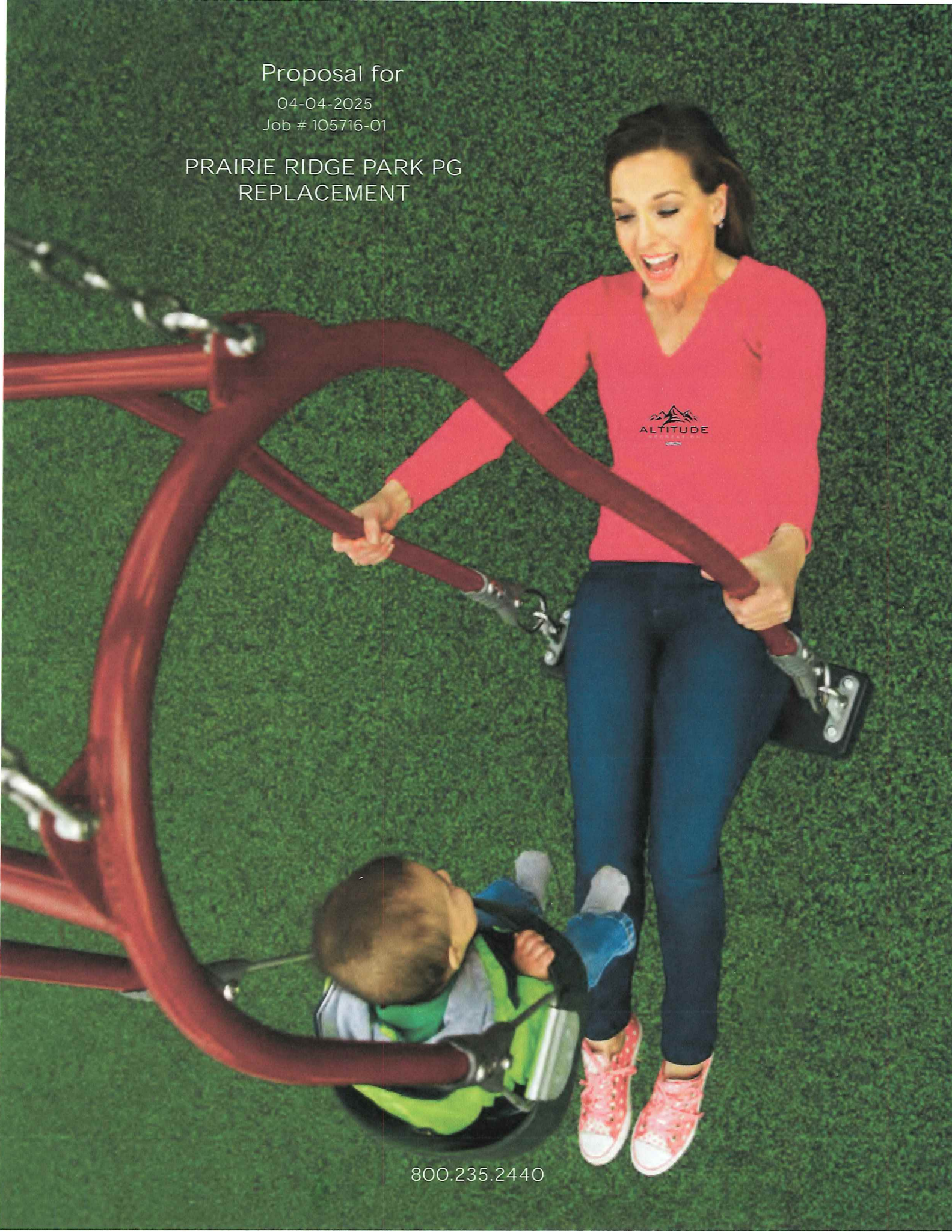
- New playground equipment and resurfacing for ages 2-5

Proposal for

04-04-2025

Job # 105716-01

PRAIRIE RIDGE PARK PG
REPLACEMENT



800.235.2440

COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487- 11, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www.ipema.org.

IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.

ADA

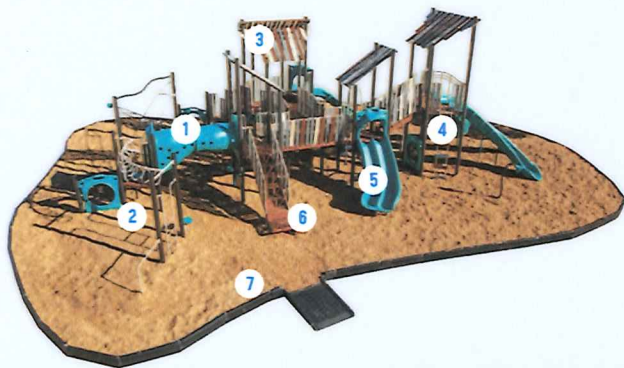
GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products before bringing them to market. GameTime is the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to www.access-board.gov

ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO 9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.



- 1 100% recyclable plastics are manufactured using efficient processes
- 2 Steel tubing is 100% recyclable and contains 50% post-consumer recycled materials
- 3 100% recycled plastic lumber
- 4 Aluminum uprights are 100% recyclable and contain 65% pre-consumer and 10% post-consumer recycled content
- 5 100% recyclable plastics
- 6 Steel decks and stairs are 100% recyclable and contain 30% pre-consumer and 68% post-consumer recycled content
- 7 100% recycled plastic curbs



RECYCLED AND RECYCLABLE CONTENT

Environmentally responsible play systems that last for decades, not years.

OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

RECYCLING (ANNUAL)

Cardboard: 26.1 tons	Ballasts: 25
Paper: 9.4 tons	Fork lift batteries: 15
Scrap plastics: 137.1 tons	PVC trimmings: 2.4 tons
Computer equipment: 5,135 lbs.	Steel: 3,404,260 lbs.
Plastic bottles: 26,568	Aluminum: 23,568 lbs.
Fluorescent bulbs: (4') 240	

125,000 INDIVIDUAL PARTS 400,000 SQUARE FEET ONE ENVIRONMENTAL COMMITMENT

- We work with our suppliers to source the most environmentally preferable materials for our products.
- We include as much pre-consumer and post-consumer recycled content in our products as possible - without compromising the quality, durability, and performance.
- We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
- We've implemented a variety of initiatives to reduce water consumption in our facilities, including the use of high-efficiency technology for product painting and washing.
- We recycle the vast majority of waste at our manufacturing facility, including 100% of manufacturing process waste like scrap metal, rotationally molded plastic and paper. We recycle the majority of our administrative waste, too.

LUMP-SUM BID FORM
(Prairie Ridge Playground Replacement)

The bidder agrees to accept as full payment for **(Prairie Ridge Playground Replacement)**
as herein specified, based upon the undersigned's own estimate of quantities and costs, the amount of
Four hundred thousand _____ dollars

(\$ 400,000.00). The amount written in words has precedence.

BIDDER'S INFORMATION:

Company Name: Altitude Recreation-GameTime

Mailing Address: 3762 Eureka Way, Unit A, Frederick, CO 80516

Telephone Number: 303-594-0668 Email: angela@altituderec.com

The bidder hereby acknowledges receipt of Addendum Nos. 1, , , , , , to these specifications. (Insert
number of each addendum received.)

Name and Title of Authorized Company Representative:

Doug Johannsen Principal Partner

Name (Please print)

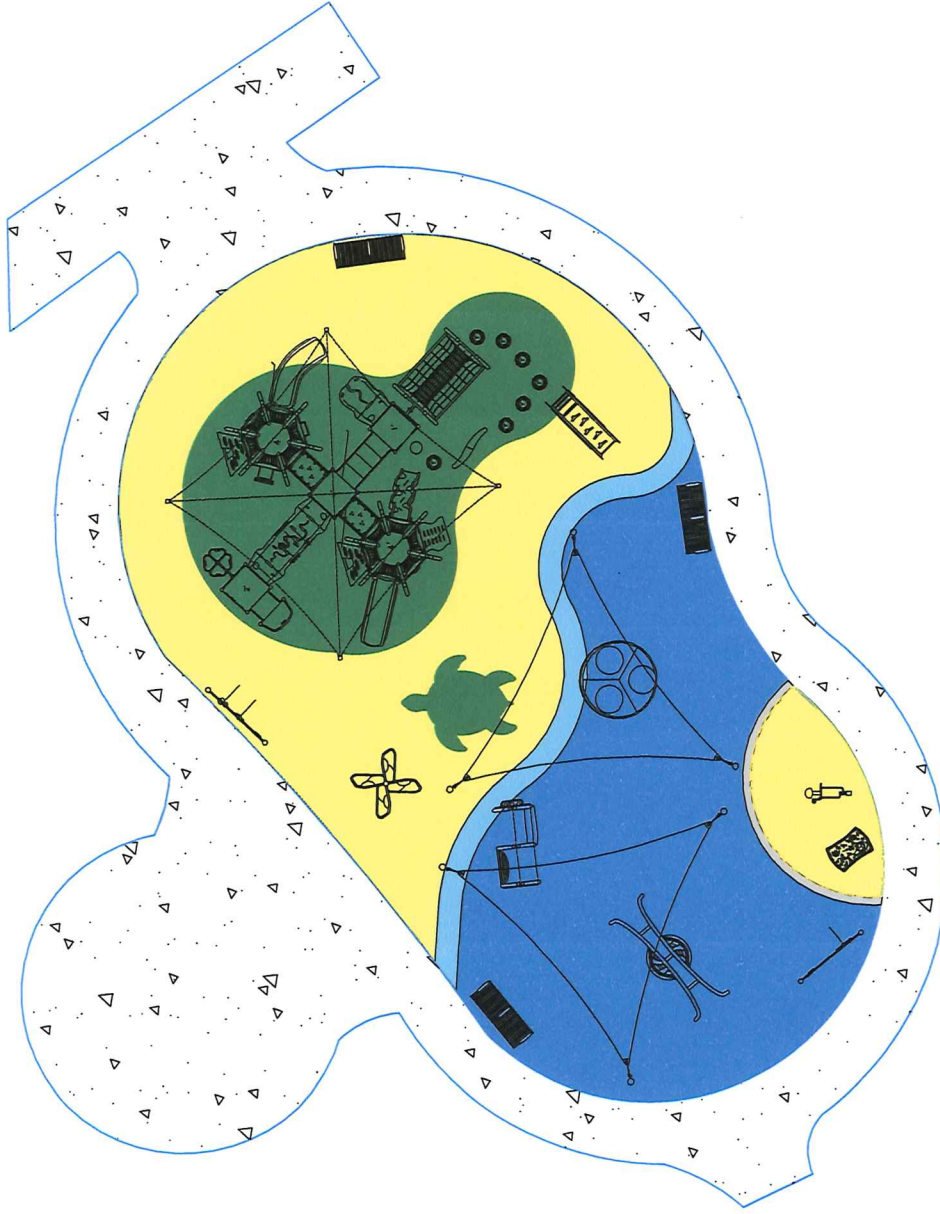
Title

Doug
Johannsen

Digitally signed by Doug
Johannsen
Date: 2025.04.07 07:51:25 -06'00'

Signature

Dated this 7 day of April, 2025.



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

PRAIRIE RIDGE PARK
OPTION 1
Representative
ALTITUDE RECREATION

This Unit Includes play events and
equipment for special needs users. It is the
option of the manufacturer that
equipment will conform to the accessibility
requirements of the ADA (Americans
with Disabilities Act)

Total Elevated Play Components
Total Elevated Play Components Accessible By Ramp
Total Elevated Components Accessible By Transfer
Total Accessible Ground Level Components Shown
Total Different Types Of Ground Level Components

Required
Required
Required

This play
equipment is
recommended
for children ages
2-5

Minimum Area Required:
Scale:
This drawing can be
scaled only when in
an A4 2.5x format

IMPORTANT: Soft resilient surfacing
should be placed in the use zones of all
equipment, and at depths to meet the
critical fall heights as specified by the U.S.
ASTM standard F 1492 and Canadian
Standard CANCSA-2614

Drawn By:
Date:
Drawing Name:



Prairie Ridge Park





Prairie Ridge Park





Prairie Ridge Park





Prairie Ridge Park





Prairie Ridge Park





Prairie Ridge Park





3762 Eureka Way., Unit A
Frederick, CO 80516
1-800-235-2440

04/04/2025
Quote #
105716-01-01

PRAIRIE RIDGE PARK PG REPLACEMENT

TOWN OF FIRESTONE
Attn: CHUCK BRANDT
9950 PARK AVE
FIRESTONE, CO 80504
United States
Phone: 303-901-0227

Ship to Zip 80504

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$92.08	\$92.08
1	5178	GameTime - Welcome Sign (2-5)	\$774.00	\$774.00
1	RDU	GameTime - CUSTOM STRUCTURE 2-5	\$108,080.97	\$108,080.97
		(1) 3903 – Hypentic Wheel 12" 2S		
		(1) 3947 – Pachinko 12" 1S		
		(1) 3969 – Pond Explorer Sensor 20" one sided		
		(10) 12023 – 3 1/2" Uprt Ass'Y Alum 8'		
		(2) 12024 – 3 1/2" Uprt Ass'Y Alum 9'		
		(12) 12650 – 3 1/2" Uprt Ass'Y Alum 4'		
		(3) 18200 – 36" Sq Punched Deck P/T 1.3125		
		(1) 18699 – Store Front Panel 36"		
		(1) 18766 – Fun Seat 36"		
		(1) 18933 – Nature Sensory Play Panel		
		(1) 18934 – Flower Sensory Play Panel		
		(1) 19057 – Wave (Standard)		
		(1) 19095 – Schooner (3'-6" & 4')		
		(1) 19105 – Clover Leaf (2' & 2'-6")		
		(1) 19123 – Straight Zip Slide (4')		
		(1) 19147 – Toad Stool		
		(1) 19172 – Leaning Wall (4')		
		(1) 19363 – 3'-6"/4'-0" Zip Swerve Slide Right		
		(1) 19475 – Buzz Game Panel		
		(2) 19492 – 4' Odyssey Pod w/thunderring		
		(1) 19637 – Plank Climber 4'		
		(1) 19713 – PT Sensory Challenge Transfer 1'/1'6"		
		(1) 19718 – PT S Wave Up & On LNK (4'-4'6)		
		(2) 19881 – Hi Line Climb Link 1 Deck 0' Rise		
		(1) 19911 – Modern Transfer w/Barrier 1' Rise		
		(1) 19914 – Modern Transfer w/Barrier 3' Rise		



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PRAIRIE RIDGE PARK PG REPLACEMENT

Quantity	Part #	Description	Unit Price	Amount
		(2) 19949 – Narrows Climber (3'-4'6")		
		(1) 19970 – 20' Sunblox Square Canopy		
		(1) 26094 – Triangular Shroud		
		(1) 36031 – Single Link Cross Beam Primetime 36		
		(1) 36061 – Web Walk Attachment		
		(1) 36063 – Narrow End Balance Beam		
		(7) 36082 – Free Standing X-Pod Step		
		(4) G12068 – 3 1/2"Uprt Ass'Y Galv 13'		
1	5380	GameTime - Play Pals Reptile Climber	\$5,875.00	\$5,875.00
1	5374	GameTime - AURORA SPINNER	\$20,675.30	\$20,675.30
1	5058	GameTime - Arch Swing (Galv)	\$6,215.16	\$6,215.16
1	36059	GameTime - Nature Discovery Play House	\$14,759.28	\$14,759.28
1	6197	GameTime - Backhoe Digger	\$1,296.96	\$1,296.96
1	39004	GameTime - Nature Discovery Table	\$1,067.04	\$1,067.04
1	6380	GameTime - Sensory Wave Wall w/12" Sensors	\$1,948.00	\$1,948.00
1	3938	GameTime - Color Wheel 12" 2S	\$1,617.04	\$1,617.04
1	3907	GameTime - Bells 12" 2S	\$833.04	\$833.04
2	G90265	GameTime - 7' Upright, Galv	\$310.21	\$620.42
1	6382	GameTime - Sensory Wave Wall w/20" Sensors	\$1,926.00	\$1,926.00
1	3939	GameTime - Color Wheel 20" 2S	\$2,747.00	\$2,747.00
2	G90265	GameTime - 7' Upright, Galv	\$310.21	\$620.42
1	6238	GameTime - Shadow Play Flower	\$7,463.00	\$7,463.00
2	QRM441	GT-Shade - ES25252512 EQUILATERAL SAIL 25X25X12	\$12,155.07	\$24,310.14
3	UF9116	GT-Site - 6' Arlington Bench W/ Intermediate Ar	\$3,935.00	\$11,805.00
1	INSTALL	ALTITUDE CONTRACTING - EQUIPMENT INSTALLATION- • INCLUDES CONCRETE CURBING FOR AND BOX -60 LF • PLAY SAND FOR SAND BOX • CONCRETE FOOTER FOR SHADE STRUCTURES	\$64,455.00	\$64,455.00
1	PIP	Miscellaneous - POURED IN PLACE RUBBER SURFACING, 3260 SF- 50% STANDARD COLOR, 50% BLACK BLEND INCLUDES DESIGNS AS SHOW 5'-8' CFH STANDARD BINDER REG WAGES	\$77,714.00	\$77,714.00



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Frederick, CO 80516
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PRAIRIE RIDGE PARK PG REPLACEMENT

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	ALTITUDE CONTRACTING - SUB BASE PREP, 3260 SF- • INCLUDES 5.5" INFILL DIRT AND 4" COMPACTED AB	\$17,515.00	\$17,515.00
1	BONDS	Miscellaneous - P/P BONDS	\$8,600.00	\$8,600.00
			Sub Total	\$381,009.84
			Freight	\$18,990.16
			Total	\$400,000.00

Comments

OFFLOADING, STORAGE, DEMO EXISTING EQUIPMENT, ADA RAMP, PERMITS AND PRIVATE LOCATE BY OTHERS

Pricing: FOB Factory. Freight charges: Allowed & prepaid. Pricing valid for 30 days from the date of this quotation.
Please request updated quote after 30 Days.

Taxes: Please add tax if applicable.

All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt

Order Requirements : For the order to be processed please provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Payment terms: Net 30 days for tax supported governmental agencies or Purchase Order made out to Altitude Recreation with credit approval.
Retainage not accepted.

Orders under \$5,000 require payment with order. If Customer elects to pay by credit card a processing fee of 2.99% will be assessed on the amount of your payment.

Customers have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt.

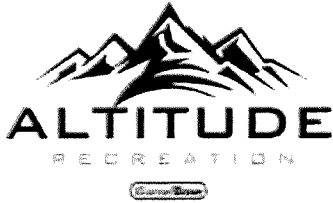
A late fee of \$75 or 1.75% of the statement balance (whichever is greater) per month finance charge will be imposed on all past due invoices.

In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, Customer agrees to reimburse Altitude Recreation for all costs and attorneys' fees when incurred.

Shipment: Standard GameTime playground and furnishings order shall ship within 8-10 weeks, Custom Components or Panels 12-15 weeks, Vista Ropes Climbers 12-18 weeks, Standard Shades and Shelters 14-16 weeks, Surfacing 1-2 weeks, Victor Stanley 7-9 Weeks after GameTime's / Altitude Recreation's receipt and acceptance of your purchase order or receipt of deposit, if required.

All orders remaining staged for shipment, with the manufacturer, after 10 business days, will be applicable to a minimum storage fee of \$125.00, as well as an additional \$125.00 per week, per order.

The customer will be responsible to pay these fees once the equipment ships. Liftgate, Flatbed and Forklift requests would be additional charge (not included)



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PRAIRIE RIDGE PARK PG REPLACEMENT

Delivery: Unless listed in the line items of this quote acceptance and offloading of equipment is not included. Customer will be responsible for setting up delivery appointments with carrier, providing adequate equipment and location for offloading. A forklift may be required. The freight carrier is instructed to call the designated customer contact 24 hours in advance of the delivery. Customer is responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Altitude Recreation immediately of any discrepancies. 1-800-235-2440.

Equipment Installation/Site work: Unless listed in the line items of this quote, equipment installation and any site work is not included. If Altitude Recreation is contracted for installation of any equipment or site work the following Terms and Conditions shall apply.

Accessibility: Customer agrees to permit free and timely access to the necessary areas of site to perform required services. Adequate access for machinery, equipment and storage of materials in and around site shall be maintained throughout the installation process. A 10' wide path in and out of the site and unloaded/storage of equipment to be within 100' of site.

Site: Unless listed in the line items of this quote Customer shall be responsible for having site prepared for equipment installation. The slope of the play pit walls or finished elevation within play pit shall not exceed 2% to ensure a successful installation and a compliant playground.

All safety surfacing, drain rock and final subgrade prep must be done after playground installation. It is recommended that all final landscaping, fencing, sidewalks, etc. be completed after installation of equipment and/or surfacing.

Altitude Recreation is not responsible for damage to grass, or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, Customer agrees to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided.

Demo, Removal, Excavation or Drilling: Unless listed in line items of this Quote Altitude Recreation is not responsible for repairing any landscaping in the area of the site work; including grass, flower beds etc.

We are not responsible for any broken or damaged irrigation or drain systems including main irrigation lines, sprinklers, control boxes, drain lines, etc. that are not clearly marked. Altitude Recreation will call out 811 to mark the main utilities before the site work starts.

Any secondary and/or private utilities are the customers responsibility to have marked before site work starts. Altitude Recreation is not responsible for any damaged secondary and/or private utilities where the site work is taking place if not clearly marked and documented.

Once the site work starts and no secondary or private lines are marked the customer is liable for any damages to the utilities. We do not cover any asphalt repairs that may be needed due to heavy equipment being loaded or unloaded while working at the project site.

Hard dig, rock removal, debris, poor drainage situations, etc., not readily apparent at time of providing this quote may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an additional charge to Customer.

Fencing/Site Security: Unless listed in the line items of this quote Customer shall be responsible for fencing the job site. Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours.

It is Customers responsibility to prohibit access to the site during this critical period. Altitude Recreation is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Traffic Control: Unless listed in the line items of this quote any traffic control that is needed for a project is the Customers responsibility.

Trash Removal: Unless listed in line items of this quote customer shall be responsible for trash removal. Customer shall either have a dumpster available onsite for installer to dispose of trash or haul it or themselves.

Mobilization: Unless listed in the line items of this quote only one mobilization is included any additional mobilization will be billed to customer at the rate of \$1,500 for each occurrence.

If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed for each occurrence.

PLAY CORE WISCONSIN INC ARIZONA CONTRACTORS LICENSE # ROC349583
ALTITUDE RECREATION ARIZONA CONTRACTORS LICENSE # ROC 339054
ALTITUDE RECREATION INC NEW MEXICO CONTRACTORS LICENSE GBA98 #417233

Exclusions: Unless specifically included, this quotation excludes all bonds, prevailing wages, permits, site work and landscaping, removal of existing equipment.

Acceptance of equipment and off-loading; storage of goods prior to installation, equipment assembly and installation; safety surfacing; borders and drainage provisions.



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04/04/2025
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PRAIRIE RIDGE PARK PG REPLACEMENT

Accepted By (printed): _____ Signature: _____

P.O. No: _____ If Applicable.

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

SALES TAX EXEMPTION CERTIFICATE #: _____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors : _____

or Custom Color Selections as follows:

Upright: _____ Roto Plastic: _____

Accent Metal: _____ Decks: _____

HDPE: _____ 2 Color HDPE: _____

Rock: _____ Tube: _____

Plastic Roof: _____ Rope: _____

Shade Fabric: _____ Shade Metal: _____

Site Furnishing Frame: _____ Site Furnishing Coated Seat/Top: _____

Rubber Safety Surfacing: _____

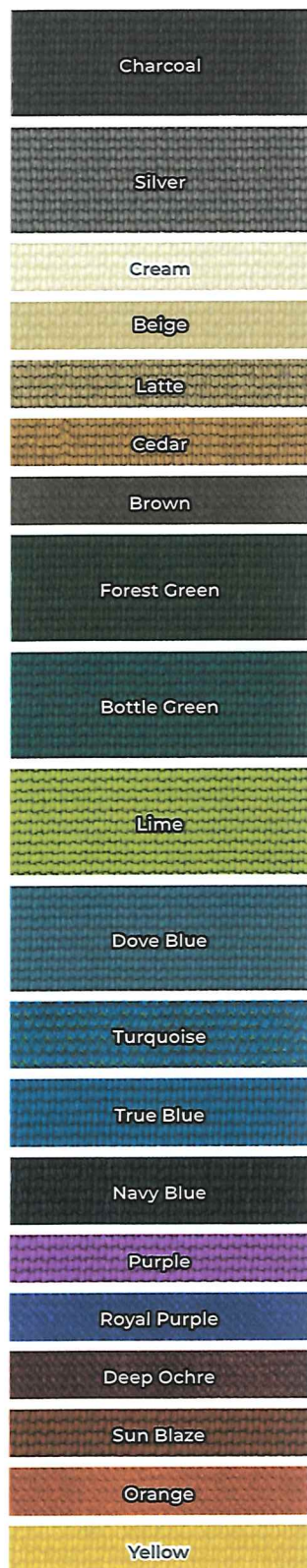
MATERIAL COLOR OPTIONS

METAL	PLASTIC	HDPE	2 COLOR HDPE
Black		Black	Black/White
Starlight Black			
Metallic	Champagne	Dolphin Gray	Gray/Black
White			White/Black
Vanilla			
Champagne	Beige	Beige	Beige/Green
Beige			
Brown	Brown	Brown	Brown/White
Bronze			
Dark Green	Green	Green	Green/White
Green			
Sage			
Ice Butter	Chartreuse		
Ice Mint			
Chartreuse	Spring Green	Spring Green	Spring Green/White
Spring Green			
Ocean			
Azure	Azure	Azure	Azure/White
Sea Mist			
Sky Blue	Sky Blue	Sky Blue	Sky Blue/White
Blue	Blue	Blue	Blue/White
Periwinkle	Periwinkle	Purple	Purple/White
Royal Purple	Royal Purple		
Burgundy	Burgundy	Burgundy	Burgundy/White
Red	Red	Red	Red/White
Orange	Orange	Orange	Orange/White
Butterscotch			
Yellow	Yellow	Yellow	Yellow/Black

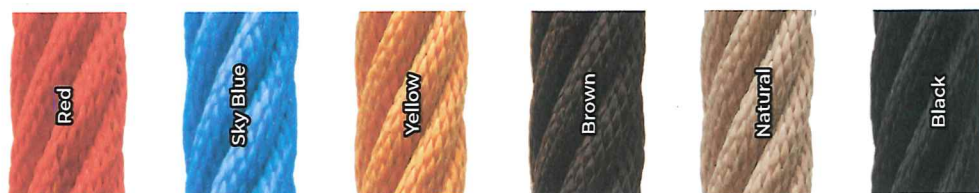
Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.

MATERIAL COLOR OPTIONS

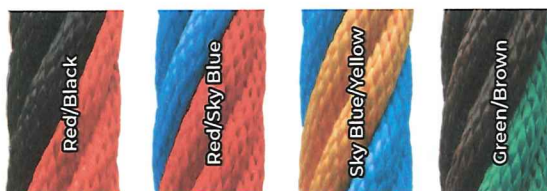
SHADE FABRIC



VISTAROPETM STANDARD

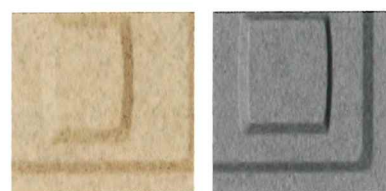


VISTAROPETM CUSTOM

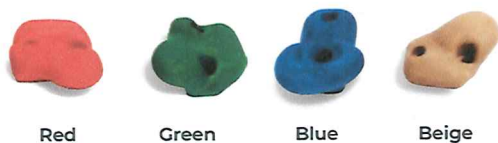


*Colors for VistaRope products only. All standard GameTime ropes are black.

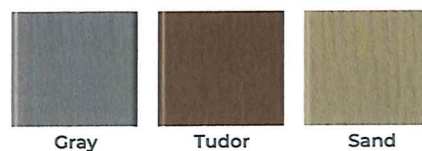
SPECIAL ROCK



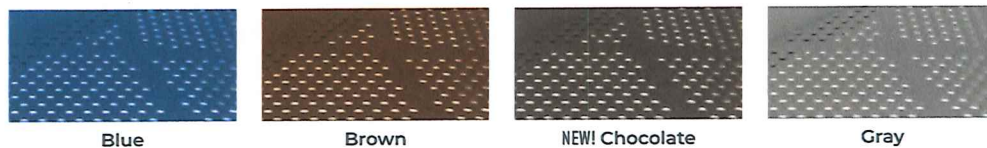
WALLCANO® HANDHOLDS



SITE RECYCLED PLASTIC LUMBER



DECKS





INSTALLATION EXCELLENCE

Our manufacturer-specific training course is unique and is acknowledged in the industry as a program that should be a model for all.

INSTALLERS WHO SHARE OUR VISION

We want to make sure our installers know safety regulations, industry standards, and how they apply when installing equipment. It is important to us that your installation process goes smoothly, and that everything is done to our exacting specifications. It isn't enough to send our installers to a third party

certification program. We want to meet them, teach them, and make sure they know how to install products. All playground equipment is different, and we want to ensure that when they learn how to put a play structure together, they are training on one of ours.

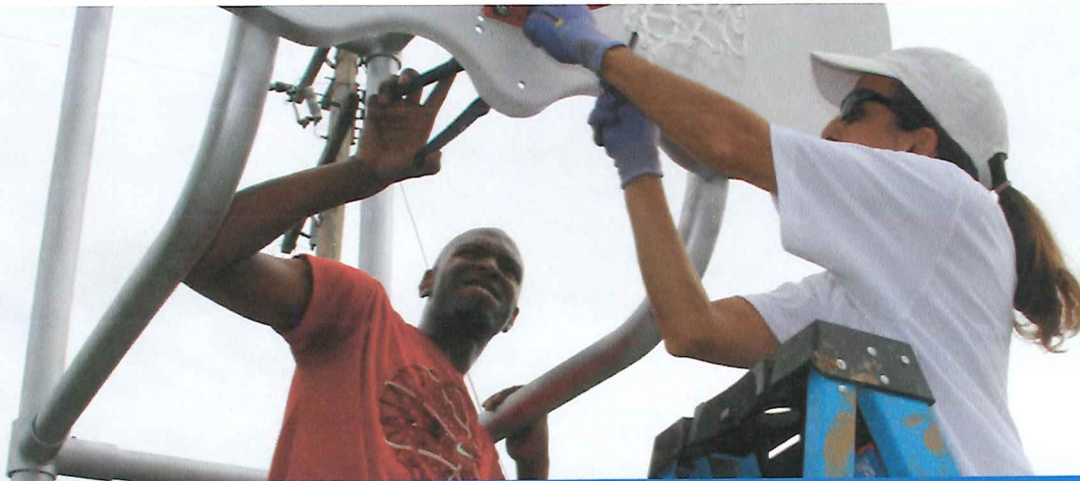
CERTIFICATION MATTERS

GameTime's exclusive Certified Installer Training course has a two-part curriculum. First attendees learn about installation in a hands-on lab where they assemble play structures under the watchful eyes of our on-staff professionals. They learn about new products, modifications, and new industry information. They are also instructed on CPSC, ASTM, and industry regulations in relation to our products and proper installation. They learn how to properly locate and drill ground holes, recognize and avoid underground utilities, and use the tools needed to ensure an accurate installation.

The course also includes a lecture series, with focuses on risk management, insurance and many other topics that give installers the knowledge and skills to make your playground everything you expect it to

be. With this training, we can have the confidence all of our playgrounds are being installed correctly, expertly, and to the exacting standards we maintain throughout the process.

This manufacturer specific training course is unique to GameTime, and is acknowledged in the industry as a program that should be a model for all. It's just one more thing that sets GameTime apart, and one more reason you can trust us to be your playground company.



MAINTENANCE

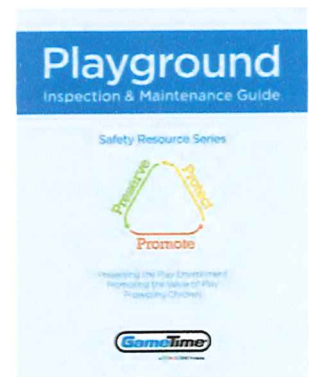
Our comprehensive guide will help you maintain your playground.

IMPORTANCE OF MAINTENANCE

Designing and building a GameTime playground is an important first step in creating play opportunities that enrich the lives of children and the community in which they live. Once the playground is open, however, it is equally important to perform regular inspections and maintenance to ensure your investment, and the benefits it represents, is protected.

The National Recreation and Parks Association's Certified Playground Safety Inspection Course estimates that nearly 40% of all playground injuries occur due to improper or neglected maintenance.

To help you create an inspection and maintenance program for your playground, GameTime developed a comprehensive Playground Maintenance Guide to help you maintain and protect your playground.



CUSTOMIZED MAINTENANCE KIT

We provide a customized maintenance kit with every play system. Each kit includes:

- Touch up paint customized to your selected color palette to touch up nicks and scratches cause by wear and tear and/or vandalism
- Graffiti Remover designer to remove unwanted paint from plastic and metal without damaging the finish underneath
- Customized toolkit specifically for the bolts, fittings, and connections on your play system
- Instruction manual with easy-to-read assembly instructions for every component on your system

INSURANCE

GameTime has \$51 Million in product liability insurance.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/02/2019															
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																			
PRODUCER Marsh USA, Inc. Two Alliance Center 3550 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-19-20			CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : ACE Property And Casualty Ins Co</td> <td>20699</td> </tr> <tr> <td>INSURER D : The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER E : National Union Fire Ins Co. of Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER F : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> </tbody> </table>			INSURER	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Travelers Property Casualty Company Of America	25674	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D : The Travelers Indemnity Company of America	25666	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER F : The Charter Oak Fire Insurance Co.	25615
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INSURED GameTime A Division of PlayCore WI, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967																			
COVERAGES CERTIFICATE NUMBER: ATL-004720415-32 REVISION NUMBER: 12																			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																			
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS													
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		MKL22PBC000367	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000													
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		TJ-CAP-9D897065TIL-19	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$ EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000													
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$25,000		XOOG71549501 001	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000													
F	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		UB-2N106953-19-51-R UB-2N159031-19-51-K UB-7J602089-19-14-G (See Additional Page.)	08/01/2019 08/01/2019 08/01/2019	08/01/2020 08/01/2020 08/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000													
E	Excess Umbrella		BE 015899319	08/01/2019	08/01/2020	Each Occurrence 15,000,000 Aggregate 15,000,000													
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Information Only																			
CERTIFICATE HOLDER GameTime A Division of PlayCore Wisconsin, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>															

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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GameTime's per occurrence insurance policy is one of the strongest in the industry. By definition, a Per Occurrence policy provides coverage for an accident that occurred during the term of the policy, even if the policy is subsequently changed or terminated. This is superior to a Claims Made policy, which does not provide such coverage. The certificate pictured is for informational purposes only, and may not be current. A copy of the current certificate is available on request.

WARRANTY

GameTime offers a comprehensive warranty on all of our products.

For the purpose of this warranty, "lifetime" encompasses no specific term of years, but rather that the Seller warrants to its original customer for as long as the original customer owns the product, and uses the product for its intended purpose, that the product and all its parts will be free from defects in material and manufacturing workmanship.

- **Lifetime limited warranty** on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- **Lifetime limited warranty** on Tru-Loc® connections and upright bolt-through connections.
- **Lifetime limited warranty** on all hardware.
- **Twenty-Year limited warranty** on Timber Décor & Timbers recycled plastic lumber.
- **Fifteen-Year limited warranty** on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- **Fifteen-Year limited warranty** on rotationally-molded products.
- **Fifteen-Year limited warranty** on VistaRope™ nylon bearings and ring junction pieces.
- **Ten-Year limited warranty** on GTFit®, THRIVE® and Challenge Course posts & bars.
- **Ten-Year limited warranty** on site furnishings against structural failure.
- **Ten-Year limited warranty** on SunBlox products.
- **Ten-Year limited warranty** on fiberglass and DHPL signage.
- **Ten-Year limited warranty** on VistaRope™ WeaveTech™ cables.
- **Five-Year limited warranty** on Tuff Forms® structures, including TuffCrete and PolyShield.
- **Five-Year limited warranty** on nylon-covered cable net climbers and components.
- **Five-Year limited warranty** on GT Symphony Freenotes™ Harmony Park components.
- **Five-Year limited warranty** on Super Seats.
- **Five-Year limited warranty** on premature wear of VistaRope cables.
- **Three-Year limited warranty** on EveryBODY Plays® polyurea coated foam & rubber strips.
- **Three-Year limited warranty** on SaddleMates rubber and "C"-springs.
- **Three-Year limited warranty** on rubber seat and rubber mats for net events.
- **One-Year limited warranty** on Challenge Course timing components.
- **One-Year limited warranty** on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.

**AGENDA INFORMATION
MEMORANDUM**

FIRESTONE BOARD OF TRUSTEES



AIM No.: 5.g

Consent Agenda

Meeting Date: June 11, 2025

Initiated By: Julie Pasillas

Department: Water & Community Resources

AGENDA ITEM

Resolution 25-71: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND CARAVEO CONSTRUCTION INC. PERTAINING TO BICYCLE PUMPTRACK RESURFACING

RECOMMENDATION

Staff recommends approval of Resolution 25-71, authorizing the execution of a Construction Contract with Caraveo Construction, Inc., for the asphaltting of the bicycle playground at Mountain Shadows Park and authorizing staff to expend funds.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.

Denial: The Board moves to deny the Resolution.

No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

Approval of the proposed resolution will approve an agreement with Caraveo Construction Inc., to resurface the Bike Park and Pump Track located in Mountain Shadows Park.

Staff is recommending asphaltting the bicycle playground at Mountain Shadows Park, which is currently dirt, to create a smoother, safer, and more durable riding surface for children. The asphalt will provide a consistent and stable terrain, reducing the risk of falls caused by uneven or loose ground.

Compared to other materials, asphalt requires less maintenance and withstands weather conditions more effectively, ensuring the playground remains functional and safe year-round.

FINANCIAL CONSIDERATIONS

This Contract is for an amount not to exceed \$87,973.00 for the asphaltting of the bicycle playground at Mountain Shadows Park. The Capital Improvements Fund will pay for the project, which was included in the 2025 budget.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustees work session in September 2024, staff presented the asphaltting of the bicycle playground at Mountain Shadows Park as part of the proposed CIP budget for 2025.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
 - Maintain Town Infrastructure & Facilities

ATTACHMENTS

1. Reso 25-71 Caraveo Construction
2. Firestone - Caraveo Contratract - signed
3. Caraveo Construction-Proposal

RESOLUTION NO. 25-71

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND CARAVEO CONSTRUCTION INC. PERTAINING TO BICYCLE PUMPTRACK RESURFACING

WHEREAS, the Town of Firestone (“Town”) is in need of professional construction services for the Mountain Shadows Park Asphaltting Bicycle Playground Project (the “Project”); and

WHEREAS, the Town issued an invitation for bid (“IFB”) proposals for such services for the Project; and

WHEREAS, the Town has evaluated the bids submitted in response to the IFB, and finds that Caraveo Construction, Inc. (“Caraveo”) is the lowest responsible and responsive bidder whose bid is most advantageous to the Town; and

WHEREAS, the Town finds that Caraveo has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select Caraveo as the successful bidder for the IFB and to enter into a construction contract with Caraveo to provide the construction services and perform the work as described in Construction Contract, attached hereto as Exhibit A.

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

Section 1. The Construction Contract between the Town of Firestone and Caraveo Construction, 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 Construction Contract on behalf of the Town.

Section 2. The Town Manager or such person’s designee is authorized to approve, sign, execute and deliver any and all change orders on behalf of the Town as may be necessary to complete the Project or for the Town to perform under the Contract up to and until such time as the total dollar amount of all such change orders equals or exceeds \$87,973.00, at which time any such change order shall be subject to approval by the Board.

PASSED AND ADOPTED this 11th day of June, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this 20th day of May, 2025 (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 **CARAVEO CONSTRUCTION, INC.**, an independent contractor with a principal place of business at 1056 Knox Court, Denver, Colorado 80204 ("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: **Mtn. Shadows Park Asphaltting Bicycle Playground (P2025-9332)**.
- 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. 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 **\$87,973.00** (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 per the UNIT-PRICE BID FORM or the LUMP-SUM 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.

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. 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. Exhibit to this Construction Contract:
 - 1. Exhibit A: Proposal.
 - 2. Exhibit B: None
- B. Notice to Proceed.
- C. Addendum numbers:
 - 1. Addendum #1: None at this time.
 - 2. Addendum #2: None at this time.
- D. The following which 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.
- E. Security Addendum

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

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 Conya Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

CARAVEO CONSTRUCTION INC.

By:

Efrain Caraveo Jr.

STATE OF COLORADO)

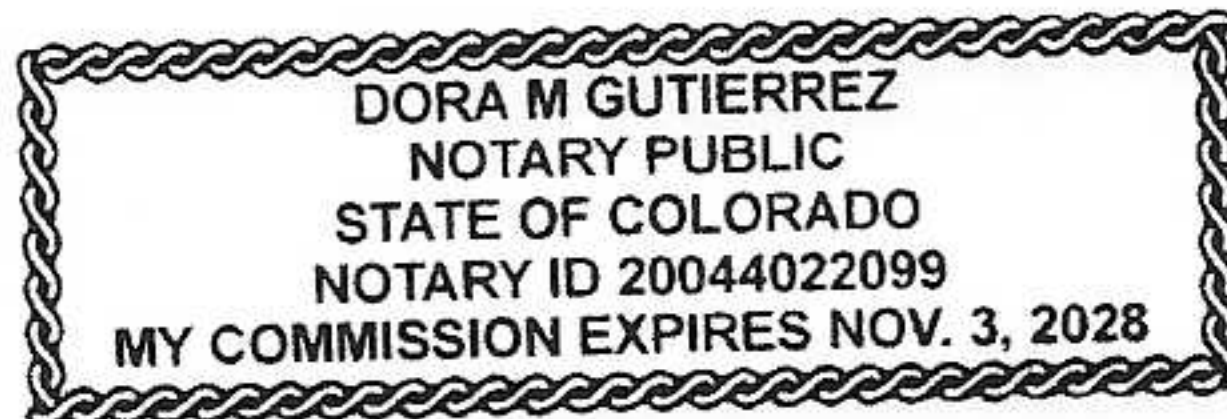
) ss.

COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 20th day of May, 2025 by Efrain Caraveo Jr. as president of Caraveo Construction Inc.

My commission expires: 11/3/2028

(SEAL)



Dora M. Gutierrez
Notary Public

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:

1. Contractor's Duties

A. Site Assessment and Preparation

Clearing: Remove vegetation, debris, and obstacles from the trail path.

Grading: Level and contour the trail base to ensure proper slope and drainage.

B. Compliance and Permits

Obtain necessary permits and approvals from local authorities.

Ensure compliance with environmental regulations, including the preservation of natural habitats and minimizing ecological impact.

Follow safety and accessibility standards, such as ADA (Americans with Disabilities Act) requirements.

C. Material Procurement

Source high-quality asphalt materials, aggregates, and additives that meet project specifications.

Arrange for the transportation of materials to the site.

D. Planning and Scheduling

Develop a detailed project timeline, outlining each phase of construction.

Coordinate with subcontractors and suppliers to ensure timely delivery and execution.

2. Construction Duties

A. Base Preparation

Compact the subgrade and install a crushed stone or aggregate base layer for stability where needed.

Implement drainage systems, such as culverts or swales, to prevent water accumulation.

B. Asphalt Installation

Paving: Use paving machines to lay asphalt evenly over the prepared base where possible.

Compaction: Compact asphalt layers using rollers/compactors to achieve the required density and smoothness.

Thickness and Slope: Ensure the asphalt thickness and slope align with project specifications.

C. Edging and Finishing

Properly treat trail edges to prevent crumbling and erosion.

Perform finishing tasks, such as smoothing transitions and intersections.

3. Quality Control and Inspection

A. Conduct on-site tests to verify material quality and adherence to specifications:

Density Tests: Verify compaction meets required levels.

Thickness Checks: Measure asphalt layer thickness to ensure uniformity.

Surface Smoothness: Use straightedges or lasers to detect irregularities.
Address defects like uneven surfaces, cracks, or improper drainage immediately.

4. Post-Construction Duties

A. Site Cleanup

Remove construction equipment, debris, and unused materials from the site.
Restore surrounding areas affected by construction.

B. Handover and Documentation

Provide the client with a detailed report of completed work, including:
As-built drawings and specifications.
Maintenance recommendations and schedules.
Warranty information for materials and workmanship.

C. Compliance Verification

Ensure all work meets local codes, industry standards (e.g., AASHTO, ASTM), and contractual obligations.
Arrange final inspections with project stakeholders and regulatory agencies.

5. Maintenance and Warranty

- A. Offer a warranty period for the completed trail, covering defects in materials and workmanship.
- B. Provide guidance or services for routine maintenance, such as seal coating or crack repairs.

Contractor's Deliverables

In performance of the duties described above, the Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

1. Contractor's Deliverables

- A. In performance of the duties described above; Contractor shall deliver the following items to the Town, during the timeframes established by the Town:
 - Phasing plan as appropriate
 - Project cost estimate
 - Completed asphaltting of **Mtn. Shadows Park Asphaltting Bicycle Playground**

BID ENCLOSED FOR

ATTN: Town Clerck
9950 Park Av. Firestone. CO. 80504

Received by Town Clerk
Date: 4.7.25
Time: 4:35 PM
By: Jack Ross

TOWN of FIRESTONE

PROJECT NUMBER

P2025-0332

PROJECT TITLE

**Mtn. Shadows Park Asphaltting
Bicycle Playground**

APRIL 7, 2025

13:00 Hs.



LUMP-SUM BID FORM

(Mtn. Shadows Park Asphaltting Bicycle Playground)

The bidder agrees to accept as full payment for (Mtn. Shadows Park Asphaltting Bicycle Playground) as herein specified, based upon the undersigned's own estimate of quantities and costs, the amount of EIGHTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-NINE dollars

(\$ 87,379.00). The amount written in words has precedence.

BIDDER'S INFORMATION:

Company Name: CARAVEO CONSTRUCTION INC.

Mailing Address: 1056 Knox Ct. Denver. CO. 80204

Telephone Number: (719)232-0608 Email: Arch.Marcelo.Esmoris@gmail.com

The bidder hereby acknowledges receipt of Addendum Nos. N/A, to these specifications. (Insert number of each addendum received.)

Name and Title of Authorized Company Representative:

____ Efrain Caraveo _____ _____ President _____

Name (Please print)

Title

Efrain Caraveo

Signature

Dated this Monday 7 day of April, 2025.



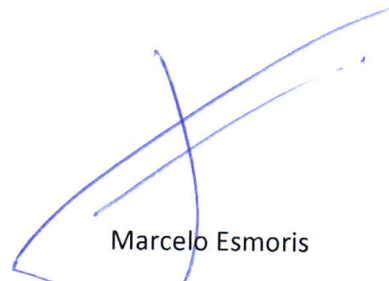
TOWN of FIRESTONE

CARAVEO CONSTRUCTION is pleased to offer our services through this Bid.

Since 2002 we have accompanied the development of the Denver metropolitan area by providing our services on Milling, Asphalt, Seal Coat, Demolition, Concrete, Earthwork, Directional Bore, Underground Utilities, Snow Maintenance and Power Wash cleaning.

The continuous updating and search for new construction processes, technical team Experience and Expertise are our pillars; always assisting the Engineering Department and looking for Efficiency, TOP Quality, and the Best Client-Company Relationship. Completing their projects in budget and on-time.

BEST PRACTICES, BEST QUALITY, KEEP BUDGET, BEST PRICE, TIME FRAME, EFFICIENCY.



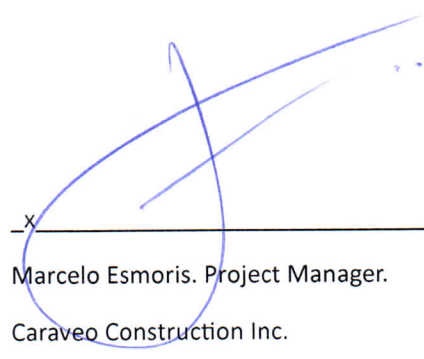
Marcelo Esmoris
Architect – Project Manager



To: TOWN of FIRESTONE

The undersigned Bidder, having familiarized with the Work required by the Contract Documents, the site where the Work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the Work, and having satisfied him- or herself of the expense and difficulties attending performance of the Work, CARAVEO CONSTRUCTION Inc. (Bidder) hereby proposes and agrees, if this Bid Schedule is accepted, to enter into Agreement in the form attached to perform all Work, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the specified Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the specified Work; Bonds, insurance, and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor.

Our services are Asphalt (Mill & Hot Asphalt), Concrete work, Seal Coating, Trucking, Demolition, Excavation, Directional Boring & Underground Utilities. That, allow us to have all the resources to furnish this contract.



x _____

Marcelo Esmoris. Project Manager.

Caraveo Construction Inc.

1056 Knox Ct. Denver. Co. 80204

(303)210-5205

Arch.Marcelo.Esmoris@gmail.com



Denver Economic Development & Opportunity
101 W. Colfax Avenue, Suite 850 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999

April 20, 2023

Efrain Caraveo
Caraveo Construction Inc
1056 Knox Court
Denver, CO 80204

Dear: Efrain Caraveo:

The Division of Small Business Opportunity is pleased to inform you that Caraveo Construction Inc is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbbe.org.

Caraveo Construction Inc is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

NAICS 237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS 237310: SIDEWALK, PUBLIC, CONSTRUCTION
NAICS 238910: CONCRETE BREAKING AND CUTTING FOR DEMOLITION
NAICS 484220: GRAVEL HAULING, LOCAL

The anniversary date of your firm's DBE certification is August 31, 2024. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



Denver Economic Development & Opportunity
101 W. Colfax Avenue, Suite 850 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999

April 20, 2023

Efrain Caraveo
Caraveo Construction Inc
1056 Knox Court
Denver, CO 80204

SUBJECT: Minority/Women Business Enterprise (MWBE) Certification Approval

Dear Efrain Caraveo,

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO) is pleased to inform you that Caraveo Construction Inc is certified as a **Minority/Women Business Enterprise (MWBE)**. This notification is pursuant to Division 1 and 3, Article III, V, VII of Chapter 28, the Denver Revised Municipal Code (D.R.M.C. or the Code). Caraveo Construction Inc will be listed in the City and County of Denver's Certified Vendor Directory.

Your firm is certified with the following certification dates:

April 20, 2023 to August 31, 2026

Please be aware that your firm's Minority/Women Business Enterprise (MWBE) certification is valid for three (3) years, but you are **required** to submit an **Annual Update**, which will include, but is not limited to an affidavit and business taxes to verify eligibility.

Your firm's certification annual update is due:

August 31, 2024

Your expiration date is **August 31, 2026** and you will be required to submit a Renewal Application which includes your business taxes, individual taxes, personal financial statement, and complete another on-site review.

Listed below is each NAICS code for which Caraveo Construction Inc is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding and proposing on City projects:

NAICS CODES:

NAICS 237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS 237310: SIDEWALK, PUBLIC, CONSTRUCTION
NAICS 238110: CONCRETE REPAIR
NAICS 238910: CONCRETE BREAKING AND CUTTING FOR DEMOLITION
NAICS 484220: GRAVEL HAULING, LOCAL

This certification is intended to be used only for participation in City funded projects, and/or certain privately funded projects on City owned property for contracts with construction, reconstruction, remodeling, professional design and construction services.

Important Information: Keep Your Certification In Good Standing

During the certification period, if any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately. Additionally, your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. **Failure to report any of these changes may result in removal of your business enterprise from the Certified Vendor Directory, and possible revocation of certification of your business enterprise.**

It is your responsibility to keep your certification current; please mark your calendar no less than ninety (90) days prior to **August 31, 2024**. All accompanying documents must be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The certification process may take up to 90 days. You will be notified prior to the expiration date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to keep your certification current. **Failure to submit required documentation annually and triennially may result in your certification being revoked.**

Doing Business with the City and County of Denver

Caraveo Construction Inc is eligible participate as a **Minority/Women Business Enterprise (MWBE)** Minority/Women Business Enterprise (MWBE) program requirement.

It is imperative that you verify each NAICS code for which your business is certified to ensure the NAICS codes you requested and are eligible for were included for your scope of services. It is your responsibility to manage your firm's NAICS codes to ensure you have applied for all applicable codes and they are up to date with your scope of services. This letter showing the following codes is required when bidding and proposing on City projects and will be evaluated for counting participation toward the specified small business contract requirement.

As mentioned, be sure to retain this letter as verification of Minority/Women Business Enterprise (MWBE) certification for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit www.work4denver.com to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit <https://www.denvergov.org/Government/Departments/Economic-Development-Opportunity/Do-Business-With-Denver>.

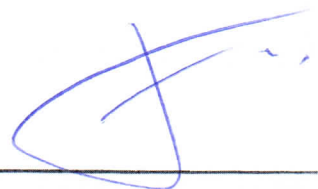
Also, please be aware that some of the communication we send out comes from the Small Business Certification and Contract Management System, please add denver@mwdb.com to your safe sender list. If you have any questions or need further assistance please contact the certification team at (720) 913-1714 or email at certificationinfo@denvergov.org.

Sincerely,



Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

cc: Atinut Chulajata, Certification Analyst, Division of Small Business Opportunity
Elly Bacon, Assistant Director, Division of Small Business Opportunity





Denver Economic Development & Opportunity
101 W. Colfax Avenue, Suite 850 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999

April 20, 2023

Efrain Caraveo
Caraveo Construction Inc
1056 Knox Court
Denver, CO 80204

SUBJECT: Small Business Enterprise (SBE) Certification Approval

Dear Efrain Caraveo,

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO) is pleased to inform you that Caraveo Construction Inc is certified as a **Small Business Enterprise (SBE)**. This notification is pursuant to Division 1 and 3, Article III, V, VII of Chapter 28, the Denver Revised Municipal Code (D.R.M.C. or the Code). Caraveo Construction Inc will be listed in the City and County of Denver's Certified Vendor Directory.

Your firm is certified with the following certification dates:

April 20, 2023 to August 31, 2026

Please be aware that your firm's Small Business Enterprise (SBE) certification is valid for three (3) years, but you are **required** to submit an **Annual Update**, which will include, but is not limited to an affidavit and business taxes to verify eligibility.

Your firm's certification annual update is due:

August 31, 2024

Your expiration date is **August 31, 2026** and you will be required to submit a Renewal Application which includes your business taxes, individual taxes, personal financial statement, and complete another on-site review.

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NAICS 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS 237310: SIDEWALK, PUBLIC, CONSTRUCTION
NAICS 238110: CONCRETE REPAIR
NAICS 238910: CONCRETE BREAKING AND CUTTING FOR DEMOLITION
NAICS 484220: GRAVEL HAULING, LOCAL

This certification is intended to be used only for participation in City funded projects, and/or certain privately funded projects on City owned property for contracts with construction, reconstruction, remodeling, professional design and construction services.

Important Information: Keep Your Certification In Good Standing

During the certification period, if any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately. Additionally, your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. **Failure to report any of these changes may result in removal of your business enterprise from the Certified Vendor Directory, and possible revocation of certification of your business enterprise.**

It is your responsibility to keep your certification current; please mark your calendar no less than ninety (90) days prior to **August 31, 2024**. All accompanying documents must be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The certification process may take up to 90 days. You will be notified prior to the expiration date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to keep your certification current. **Failure to submit required documentation annually and triennially may result in your certification being revoked.**

Doing Business with the City and County of Denver

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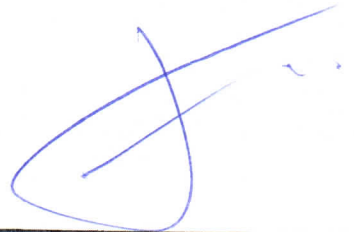
Also, please be aware that some of the communication we send out comes from the Small Business Certification and Contract Management System, please add denver@mwdbe.com to your safe sender list. If you have any questions or need further assistance please contact the certification team at (720) 913-1714 or email at certificationinfo@denvergov.org.

Sincerely,



Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

cc: Atinut Chulajata, Certification Analyst, Division of Small Business Opportunity
Elly Bacon, Assistant Director, Division of Small Business Opportunity



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CARAVEO CONSTRUCTION INC

is a

Corporation

formed or registered on 10/10/2002 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20021281727 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/22/2024 that have been posted, and by documents delivered to this office electronically through 12/23/2024 @ 10:52:21 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/23/2024 @ 10:52:21 in accordance with applicable law. This certificate is assigned Confirmation Number 16830837 .



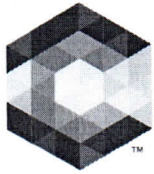
A handwritten signature in black ink, reading "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

A large, stylized handwritten mark in blue ink, resembling a large 'X' or a signature.



Colorado Secretary of State

Colorado Secretary of State

ID#: 20021281727

Document #: 20241076633

Filed on: 01/23/2024 08:43:36 AM

Paid: \$10.00

Periodic Report

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

The entity name is CARAVEO CONSTRUCTION INC

The entity ID Number is 20021281727

Jurisdiction under the law of which the entity was formed or registered is Colorado

The principal office street address is 1056 Knox Ct
Denver CO 80204
US

The principal office mailing address is 1056 Knox Ct
Denver CO 80204
US

The name of the registered agent is EFRAIN CARAVEO JR

The registered agent's street address is 1056 Knox Ct
Denver CO 80204
US

The registered agent's mailing address is 1056 Knox Ct
Denver CO 80204
US

The person above has agreed to be appointed as the registered agent for this entity.

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Efrain Caraveo Jr
1056 Knox Ct
Denver CO 80204
US

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a horizontal stroke.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FUSA/ALMA SANCHEZ 57 W ALAMEDA AVE, DENVER, CO 80223	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
E-MAIL ADDRESS: progressivecommercial@email.progressive.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Artisan and Truckers Casualty Company		10194
INSURED CARAVEO CONSTRUCTION INC 1056 KNOX COURT DENVER, CO 80204	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 621854400414854004D021425T210054 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			01327233	01/24/2025	01/24/2026	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
		GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC							
	OTHER:							
A	AUTOMOBILE LIABILITY			01327233	01/24/2025	01/24/2026	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	DED							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A			PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
								\$
	See ACORD 101 for additional coverage details.			01327233	01/24/2025	01/24/2026		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Poudre School District
2407 Laporte Av
Fort Collins, CO 80512

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Pank

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY FUSA/ALMA SANCHEZ		NAMED INSURED CARAVEO CONSTRUCTION INC 1056 KNOX COURT DENVER, CO 80204
POLICY NUMBER 01327233		
CARRIER Artisan and Truckers Casualty Company	NAIC CODE 10194	EFFECTIVE DATE: 01/24/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Non-Owned Trailer Physical Damage	\$40,000 w/\$1,000 Ded

Additional Information

Blanket Waiver of Subrogation in favor of the certificate holder, but only if party to a written waiver agreement executed by the named insured, as required by contract, prior to the occurrence of any loss. The certificate holder is an additional insured if required by written contract executed by the named insured prior to the occurrence of any loss, per blanket AI endorsement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Caraveo Construction Inc 1056 Knox Court Denver, CO 80204	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Pinnacol Assurance	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		
41190		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						
	DED						RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4182643	05/01/2024	05/01/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Unless otherwise stated in the policy provisions, coverage in Colorado only.

CERTIFICATE HOLDER

CANCELLATION

2460796
Poudre School District
2407 Laporte Ave
Fort Collins, CO 80204-3170
officecci16@gmail.com

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

FUSA/Best Assured Agency

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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES



AIM No.: 7.a

Discussion/Action

Meeting Date: June 11, 2025

Initiated By: Miriam Luna Gonzalez

Department: Town Clerk

AGENDA ITEM

Resolution 25-69: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DECLARING A VACANCY ON THE BOARD OF TRUSTEES FOR A TRUSTEE SEAT

RECOMMENDATION

Town staff recommends approval of resolution 25-69.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.

Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.

Denial: The Board moves to deny the Resolution.

No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

The Town has a vacancy on the Board of Trustees. This Resolution formally declares the vacancy on the Town Board for a Trustee member seat to invoke the procedure to fill the vacant seat in accordance with applicable state law.

The Board shall fill the vacant seat by appointment or order a special election within 60 days after the vacancy is declared.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees board member, Linda Haney, voluntarily resigned from her seat on the Town Board and elective office as a Town Board Trustee effective May 14, 2025.

BOARD STRATEGIC PLAN IMPACT

- ✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. Reso 25-69 Declaring Vacancy

RESOLUTION NO. 25-69

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, DECLARING A VACANCY ON THE BOARD
OF TRUSTEES FOR A TRUSTEE SEAT**

WHEREAS, the Town of Firestone (“Town”) Board of Trustees (“Board”) member Linda Haney voluntarily resigned from her seat on the Town Board and elective office as a Town Board Trustee effective May 14, 2025; and

WHEREAS, in accordance with C.R.S. § 31-4-303, the Town Board must fill the vacant seat by appointment or order a special election to fill the vacant seat within 60 days after the vacancy is declared; and

WHEREAS, the Town Board desires to formally declare a vacancy on the Town Board for a Trustee member seat for purposes of invoking the procedure to fill the vacant seat in accordance with applicable state law.

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

Section 1. The Town Board of Trustees formally declares that there is a vacancy on the Town Board for a Trustee member seat.

PASSED AND ADOPTED this 11th day of June, 2025.

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney