



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

July 11, 2018
7:00 PM
151 Grant Avenue
Firestone, CO 80520

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - 5.a. Approval of the June 27, 2018 Minutes
 - 5.b. Approval of Accounts Payable for July 11, 2018
 - 5.c. Southwest Weld County Transportation Improvement Program Forum Agreement
6. **Presentation**
 - 6.a. Presentation by Roth Sheppard on New Police Facility
7. **Discussion/Action**
 - 7.a. Approval of the Investment, Purchasing, Debt & Capital Asset Policies -
Resolution 18-25: A RESOLUTION ADOPTING UPDATED PURCHASING
AND FINANCIAL POLICIES FOR THE TOWN OF FIRESTONE
 - 7.b. McClure Avenue Widening Construction Contracts
 - i) Award of Construction Contract
 - ii) Award of Materials Testing Contract
 - iii) Award of Construction Engineering Contract
8. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
9. **Reports**

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

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

9.a. Staff

9.b. Mayor

9.c. Trustees

9.d. Committee Reports

10. Adjournment

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

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

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
June 27, 2018

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on June 27, 2018, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:05 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

Trustees: Don Conyac
George Heath
Samantha Meiring
Frank A. Jimenez
Doug Sharp

Staff: **Present:** Sam Light, Town Attorney; Jennifer Weinberger, Asst Town Manager; Marjorie Wickham, Deputy Director of Finance; David Montgomery, Police Chief; & Leah Vanarsdall, Town Clerk; Julie Pasillas, Director of Community Resources; Brad Grasmick, Water Attorney; Gregg Ten Eyck; A. J. Krieger, Interim Town Manager

2. PLEDGE OF ALLEGIANCE

Mayor Sindelar led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac, to approve the Agenda. All in Favor, **Motion carried.**

4. PUBLIC COMMENT

None

5. CONSENT AGENDA

Motion by Trustee Sharp, **second** by Trustee Heath, to approve the Consent Agenda.

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

6. PUBLIC HEARING

- a. Proposed Final Plat for High Plains Marketplace< Replat No. 1 and Final Development Plan for King Soopers Fuel Center #105

Motion by Mayor Pro-tem Peterson, **second** by Trustee Conyac to continue the Public Hearing for the Proposed Final Plat for High Plains Marketplace< Replat No. 1 and Final Development Plan for King Soopers Fuel Center #105
All in Favor, **Motion carried.**

7. DISCUSSTION/ACTION ITEMS

- a. Ordinance 937: AN ORDINANCE APPROVING AN AGREEMENT FOR THE SALE

AND PURCHASE OF WINDY GAP UNITS

Motion by Trustee Meiring, **second** by Trustee Sharp, to adopt **Ordinance 937**: AN ORDINANCE APPROVING AN AGREEMENT FOR THE SALE AND PURCHASE OF WINDY GAP UNITS. **Roll Call Vote**: Trustee Sharp – yes, Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes. All in Favor, **Motion carried**.

Motion by Trustee Meiring, **second** by Trustee Sharp to allow payment of \$100,000.00 in addition to Accounts Payable approved in the consent agenda. **Roll Call Vote**: Trustee Sharp – yes, Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes. All in Favor, **Motion carried**.

b. **Ordinance 938**: AN ORDINANCE APPROVING THE VACATION OF AN EMERGENCY ACCESS EASEMENT WITH THE TOWN OF FIRESTONE

Motion by Trustee Conyac, **second** by Trustee Jimenez, to adopt **Ordinance 938**: AN ORDINANCE APPROVING THE VACATION OF AN EMERGENCY ACCESS EASEMENT WITH THE TOWN OF FIRESTONE. **Roll Call Vote**: Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes, Trustee Sharp – yes. All in Favor, **Motion carried**.

c. Overlay Colorado Blvd from WCR 26 to Mountain Shadows Blvd

Motion by Trustee Heath, **second** by Trustee Conyac to approve a Contract with Asphalt Specialties to install a course and overlay on Colorado Blvd. from WCR 26 to Mountain Shadows Blvd., that the Board waive the requirement for additional bids and related bidding requirements given the current condition of road and the Town's interest that the work be started next week and completed as soon as possible, and that the Mayor be authorized to execute the contract on behalf of the Town, for a contract amount not to exceed 135,832.20. **Roll Call Vote**: Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes. All in Favor, **Motion carried**.

8. **PUBLIC COMMENT** * (maximum time permitted for all Public Comment is 30 minutes)
None

9. **REPORTS**

a. Staff

i. Quasi Judicial Training

ii. Town Manager Hiring Process – Complete the Job Description at the July 11, 2018 Board Meeting and begin putting together an RFQ/RFP from HR/Legal Staff to send out an RFQ/RFP to hire a Recruitment Firm to develop a National Search

iii. CML Dist 2 Meeting – Thursday, Oct 4, 2018

b. Mayor

c. Trustees

d. Committee Updates

10. **ADJOURNMENT**

Motion by Trustee Jimenez, **second** by Mayor Pro-tem Peterson, to adjourn meeting at 10:07 pm. **Motion passed**, all in favor.

Introduced and Approved this 11th day of July, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

UNAPPROVED

Vendor

Amount

Total 4 RIVERS EQUIPMENT:	51.48
Total ACE HARDWARE OF FIRESTONE:	271.62
Total AIMS JUNIOR COLLEGE DISTRICT:	251.81
Total AIRE-MASTER OF NORTH DENVER:	39.00
Total APEX SHREDDING, INC.:	80.00
Total BLACKBOARD:	8,395.00
Total CARBON VALLEY RECREATION DISTRICT-FURA:	26,000.89
Total CENTRAL COLORADO WATER CONSERVANCY DISTR:	11.81
Total CENTRAL COLORADO WATER SUBDISTRICT:	8.88
Total CENTRAL WELD COUNTY WATER DISTRICT:	20.00
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	85,462.06
Total CENTURY LINK:	54.33
Total CINTAS FIRST AID & SAFETY:	130.92
Total CIRSA:	28,489.75
Total CLEAR WATER SOLUTIONS, INC:	2,236.77
Total COALRIDGE ANIMAL HOSPITAL, INC:	63.10
Total COLORADO CIVIL GROUP INC.:	6,690.50
Total COLORADO DEPT OF REVENUE:	360.00
Total COLORADO STATE TREASURER:	3,747.00
Total COMCAST CABLE-0319130- SEATTLE.:	291.17
Total COMCAST-PHILADELPHIA:	260.20
Total COMPASS DATA, INC, dba COMPASS DRONE:	9,052.40
Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR:	117,015.74
Total Cottonwood Hollow Residential Metro Dist:	91,179.78
Total D STREET:	16,770.85
Total DBC IRRIGATION SUPPLY:	389.61
Total DEEP ROCK/DS WATERS OF AMERICA INC.:	395.58
Total DELTA DENTAL OF COLORADO, INC:	3,453.13
Total DRIVE TRAIN INDUSTRIES INC:	71.20
Total ELECTION SYSTEMS & SOFTWARE:	24,763.22
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	250.84
Total EMPLOYERS COUNCIL SERVICES, INC:	625.00
Total FASTENAL COMPANY:	15.33
Total FREDERICK-FIRESTONE FIRE-FURA:	49,620.15
Total FRONT RANGE PORTABLE RESTROOMS, LLC:	1,310.00
Total FRONTIER BUSINESS PRODUCTS:	576.53
Total FRONTIER COMPUTER CORP.:	265.17
Total G & G EQUIPMENT INC:	150.65

Vendor	Amount
Total GRAINGER:	929.33
Total HEALTHIEST YOU:	603.00
Total High Plains Library District - FURA:	14,222.12
Total HIGHWAY 119 METRO DISTRICT #2:	149.00
Total INTERSTATE BATTERY OF THE ROCKIES:	114.95
Total INTERSTATE FORD:	387.52
Total JOHNSON AUTO PLAZA:	166.48
Total KATHLEEN A. OATIS:	1,250.00
Total KENZ & LESLIE DISTRIBUTING CO.:	1,904.60
Total KINSCO, LLC:	235.75
Total LIGHT KELLY, P.C.:	7,727.25
Total LONGMONT TROPHY & ENGRAVING:	115.00
Total MAIN STREET MAT COMPANY, INC:	227.31
Total MATCO TOOLS:	359.05
Total MCGRANE WATER ENGINEERING, LLC:	25,595.00
Total MCI:	50.63
Total MUNICIPAL CODE CORPORATION:	2,243.21
Total NEIGHBORS POINT METRO DISTRICT:	406.47
Total Northern Colorado Water Cons. Dist.-FURA:	4,367.97
Total NORTHERN OVERHEAD DOOR:	150.00
Total NP125 Metropolitan District - FURA:	4,809.30
Total OFFICE DEPOT INC:	73.26
Total O'REILLY AUTO PARTS:	546.96
Total ORKIN PEST CONTROL, INC:	70.90
Total PETTY CASH - TOWN OF FIRESTONE:	258.19
Total PRAETORIAN GROUP:	2,000.00
Total RIPTIDE CAR & PET WASH:	287.00
Total SADDLEBACK GOLF CLUB, LLC:	1,000.00
Total SBW GRAPHICS:	924.00
Total SNAP-ON:	149.00
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	39,794.50
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	45.64
Total St. Vrain Sanitation District - FURA:	2,254.62
Total STEVE BALCEROVICH:	1,250.00
Total SUPERIOR INTERNATIONAL INDUSTRIES:	1,733.06
Total THE PIN CENTER:	652.00
Total THE SPRINGS METRO DISTRICT - FURA:	1,674.23
Total THE STANDARD INSURANCE COMPANY:	317.74
Total TIMBERLAN, INC:	9,881.00

Vendor	Amount
Total TRANSWEST TRUCK TRAILER RV:	279.99
Total UME CUSTOM EMBROIDERY:	1,234.73
Total UNITED POWER:	1,519.77
Total UNITED POWER-BRIGHTON:	2,668.91
Total VAN DIEST SUPPLY COMPANY:	2,116.20
Total VERIZON WIRELESS:	50.80
Total VISION SERVICE PLAN - VSP:	544.15
Total WAGNER WELDING SUPPLY CO.:	8.40
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	34,506.97
Total WHITESIDE'S BOOTS & CLOTHING-3, GREELEY:	759.95
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	129.80
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,506.90
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS: PrePaid	448.00
Total :	653,522.08
Grand Totals:	653,522.08

Payables Summary

Accounts Payable Report

July 11, 2018

of Invoices - 204

\$ 653,541.53

<u>COMPANY NAME</u>	<u>DESCRIPTION</u>	<u>Pass-Through \$</u>	<u>Total Amt.</u>
Total of Invoices under \$25,000.00			\$ 155,876.69
Carbon Valley Recreation Distr	May 2018 FURA Distribution		\$ 26,000.89
Central Weld County Water District	May-2018 Water Treatment and Delivery		\$ 85,462.06
Cirsa	3rd Qtr 20189 Property and Liability Insurance		\$ 28,489.75
Cottonwood Hollow Comm Metro Dist	May 2018 FURA Distribution		\$ 117,015.74
Cottonwood Hollow Resid Metro Dist	May 2018 FURA Distribution		\$ 91,179.78
Frederick-Firestone Fire District	May 2018 FURA Distribution		\$ 49,620.15
McGrane Water Engineering	Water Engineering Services - May 2018		\$ 25,595.00
St Vrain Valley School Dist RE-1J	May 2018 FURA Distribution		\$ 39,794.50
Weld County Accounting Dept	May 2018 FURA Distribution		\$ 34,506.97

Total Invoices, Current	\$ -	\$ 653,541.53
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AP Adjustments between Invoice Register, Unpaid Report, Paid Report

Kenz & Leslie Distributing	Credit on account	\$ (19.45)
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Total (to match Board AP Detail Reports)		\$ 653,522.08
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For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c.

Consent Agenda

Meeting Date: July 11, 2018

Initiated By: Leah Vanarsdall

Dept: Legal

AGENDA TITLE

Southwest Weld County Transportation Improvement Program Forum Agreement

SUMMARY

Coordinated efforts of Southwest Weld County including Weld County, Mead, Longmont, Lochbuie, Frederick, Firestone, Erie, Dacono and Brighton have developed the attached IGA for TIP (Transportation Improvement Program) Funding.

Beginning in 2018 DRCOG has modified the TIP Funding distribution process to allow certain allocation of funding for local governments within those areas.

HISTORY AND PREVIOUS BOARD ACTION

On May 9th, 2018, the Board of Trustees appointed Trustees Drew Peterson as Member Representative and Trustee Don Conyac as Alternate Member Representative for all matters that come before DRCOG.

RECOMMENDATION

To approve the IGA with SouthWest Weld County Transportation Improvement Program Forum Agreement.

To appoint two additional Trustees to represent Firestone, or retain the previously appointed Trustees from the May 9th, 2018 meeting, appointed to DRCOG.

ALTERNATIVES

Not approve

Modify

Require Further Review

ATTACHMENTS

1. 7C - SW Weld County DRCOG TIP Forum IGA - Firestone (clean)

FINANCIAL CONSIDERATIONS

**SOUTHWEST WELD COUNTY
TRANSPORTATION IMPROVEMENT PROGRAM FORUM AGREEMENT**

INTERGOVERNMENTAL AGREEMENT

AMONG
CITY OF BRIGHTON
CITY OF DAcono
TOWN OF ERIE
TOWN OF FREDERICK
TOWN OF FIRESTONE
TOWN OF LOCHBUIE
CITY OF LONGMONT
TOWN OF MEAD
WELD COUNTY

THIS SOUTHWEST WELD COUNTY TRANSPORTATION IMPROVEMENT PROGRAM FORUM AGREEMENT (the “Agreement”) is entered into effective as of the 11th day of July, 2018 (the “Effective Date”), by and among the County of Weld, the Cities of Brighton, Dacono, and Longmont, and the Towns of Erie, Frederick, Firestone, Lochbuie and Mead, all such parties being referred to collectively herein as the “Agencies.”

WITNESSETH:

WHEREAS, the Agencies are authorized by the provisions of Colo. Const. art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, *et seq.*, to contract with one another to provide any function, service or facility lawfully authorized to each;

WHEREAS, the Denver Regional Council of Governments (“DRCOG”) allocates certain federal funding for transportation improvements as part of their Transportation Improvement Program (“TIP”);

WHEREAS, DRCOG has modified the TIP funding distribution process, and beginning in 2018 they will provide a certain allocation of funding to local governments within particular County geographies (“subregional funding”) within the DRCOG region;

WHEREAS, DRCOG’s modified TIP process requires Agencies to propose a portfolio of projects to utilize the subregional funding to the DRCOG board of directors that are consistent with the policy direction provided by the DRCOG Board of Directors and applicable federal requirements;

WHEREAS, the coordinated efforts of the Agencies are necessary to implement the subregional funding allocation process for the DRCOG TIP and to ensure adequate transportation infrastructure to meet the needs of the Southwest Weld County area residents currently and in the future; and

WHEREAS, the Agencies wish to set forth their understanding regarding the manner in which the transportation planning efforts in southwest Weld County will be coordinated for the purpose of submitting project Funding request to DRCOG for consideration; and

WHEREAS, nothing in this Agreement shall limit the ability of any Agency to independently submit project applications for funding that meet eligibility requirements.

NOW, THEREFORE, THE AGENCIES HEREBY AGREE TO COOPERATE AS FOLLOWS:

1. **Term.** The term of the Agreement shall be from the Effective Date, which shall be the date of approval of the final signature hereto, through the end of the 2020-2023 TIP project solicitation process (DRCOG Board Approval of TIP projects). Any Agency may withdraw from this Agreement by providing written notice of its intent to do so at least thirty days prior to the termination date as it affects that terminating Agency only. The termination by any one or more Agencies shall not terminate this Agreement unless and until there is no more than one Agency still bound by its terms.
2. **Southwest Weld County TIP Forum/Members.** Each Agency shall appoint its representative to the DRCOG Board of Directors, a public official, or other delegate appointed by the relevant Agency, to serve as a regular member of the Southwest Weld County Sub-regional TIP Forum (“The Forum”) as identified in **Exhibit A**, such that each Agency shall have one member on The Forum. Each Agency participating on The Forum may also appoint one alternate member to participate on The Forum in the absence of the appointed regular member.
3. **Notice of Meetings; Open Meetings.** Meetings of the Forum will be open to the public and advance notice thereof will be posted in accordance with Weld County policy for posting public meetings. Notice of meetings of The Forum will also be provided at least one week in advance by electronic mail to all registered Agency members and alternate members appointed to the Forum at the last e-mail address provided to the Weld County coordinating representative.
4. **Weld County Facilitation.** Weld County Public Works shall be responsible for coordinating and facilitating The Forum process. Representatives appointed to The Forum will work with Weld County on establishing meetings, schedules, preparing meeting materials, and other items necessary to perform the functions of The Forum.
5. **Agency Voting Rights.** Each Agency participating in The Forum is allocated one vote. Forum Board actions may include, but are not limited to, establishment of The Forum rules, approving project portfolios for submission to the DRCOG Board of Directors, establishing rules and procedures for The Forum project solicitation and selection process or other activities related to the TIP project selection, evaluation and submission process.

6. **Voting Procedures.** A quorum must be present to take a vote. A quorum is comprised of the simple majority of the representatives of The Forum. The Forum will require a simple majority vote of the quorum for approval. Non-voting members are allowed to participate in discussion and provide agency prospective to The Forum.
7. **Project Requests for Sub-Regional Funding.** Each of the Agencies may submit applications for transportation projects or programs seeking regional or subregional funding to The Forum. Submissions may include any transportation related project or programs that are eligible for the applicable funding source and consistent with DRCOG Board policy.
8. **Project Application Process.** Applications shall be submitted to Weld County Public Works. Applications shall be consistent with the process approved by The Forum. The Forum will vote to identify a final portfolio of projects and a funding request for submission to DRCOG as the sub-regional recommendation of projects for the TIP.
9. **Planning Timeline.** The submittal, review and prioritization of transportation projects will coincide with the biennial DRCOG TIP planning process timeline and the CDOT/Transportation Commission.

10. General Provisions.

- a. **Integrated Agreement; Amendment.** This Agreement contains the entire agreement of the Agencies relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the Agencies.
- b. **Binding Effect; No Third-Party Beneficiaries.** This Agreement shall be binding upon and shall inure to the benefit of, the Agencies, personal representatives, successors and assigns. It is expressly understood and agreed that the enforcement of terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agencies and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of this Agreement that any entity other than the Agencies, including any entity that receives services or benefits as a result of this Agreement, shall be an incidental beneficiary.
- c. **Government Immunity.** No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Agencies or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to the Agreement.

- d. **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- e. **Counterparts; Electronic Disposition.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Agencies acknowledge and agree the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

EXHIBIT A

**SOUTHWEST WELD COUNTY TRANSPORTATION IMPROVEMENT PROGRAM
FORUM**

Agency Member List

Voting TIP Forum Member: _____

Alternate TIP Forum Member: _____

WELD COUNTY

ATTEST:

TOWN OF FIRESTONE

By: _____
Leah Vanarsdall, Town Clerk

Bobbi Sindelar, Mayor

BY:

Deputy Clerk to the Board

Steve Moreno, Chair

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a.

Discussion/Action

Meeting Date: July 11, 2018

Initiated By: Marjorie Wickham

Dept: Finance/Accounting

AGENDA TITLE

Approval of the Investment, Purchasing, Debt & Capital Asset Policies - **Resolution 18-25**: A RESOLUTION ADOPTING UPDATED PURCHASING AND FINANCIAL POLICIES FOR THE TOWN OF FIRESTONE

SUMMARY

Staff has reviewed the Town's current financial policies and determined that updates and/or additions were necessary to four policies (attached) and are submitting them to the Board of Trustees for their consideration at this time, as follows:

Purchasing Policy - Updated

Investment Policy - Updated

Capitalization Threshold and Depreciation Policy - New

Debt Management Policy - New

HISTORY AND PREVIOUS BOARD ACTION

As noted above, staff has reviewed existing financial policies and has either updated if necessary or developed additional financial policies to promote and support the efficient and effective use of Town resources.

Staff worked collaboratively with the Finance Committee, the Town Manager, Assistant Town Manager and consultants to complete this initiative, and is recommending that the Board consider the approval of the attached Purchasing, Investment, Capitalization Threshold and Depreciation and Debt Management policies.

RECOMMENDATION

Staff recommends that the Board approve the attached resolution adopting the Purchasing, Investment, Capitalization Threshold and Depreciation, and Debt Management policies.

ALTERNATIVES

Do nothing (i.e. operate under existing Town policies).

Modify, at the direction of the Board, the attached policies and consider approval at a future Board meeting.

ATTACHMENTS

1. FINALCAPITALIZATIONPOLICY_2018 (clean)
2. FINALDEBTPOLICY_2018 (clean)
3. FINALINVESTMENTPOLICY_2018 (clean)
4. FINAL Purchasing Policy (clean)
5. Financial Policies 2018 Resolution

FINANCIAL CONSIDERATIONS

**BOARD OF TRUSTEES ADOPTED POLICY
TOWN OF FIRESTONE**

SUBJECT: Capitalization Threshold and Depreciation Policy

ISSUE DATE

July 11, 2018

EFFECTIVE DATE

July 11, 2018

INTENT

The Town of Firestone (Town) understands the importance of being in compliance with generally accepted accounting principles as established by the Governmental Accounting Standards Board (GASB) by reporting capital asset information in the Town's year-end government-wide financial statements. Reporting capital asset activity accurately and consistently, provides the readers of the Town's audited financial statements an economic measurement focus of the Town's position.

POLICY

The Town has established the following fiscal policy related to capitalization thresholds and capital asset depreciation method.

Capitalization Threshold

The monetary threshold for capitalization purposes will be established for capital assets with an initial, individual cost of \$5,000 or more.

Depreciation of Capital Assets

For year-end financial statement purposes, the Town will calculate depreciation expense on its capital assets utilizing the straight line method. Estimated useful lives of capital assets for purposes of allocating depreciation expense to the appropriate periods will be established by the Town's Controller in collaboration with appropriate Town staff.

Policy Review

The Town Controller will be responsible for reviewing the Capitalization Threshold and Depreciation Policy annually in connection with the Town's year-end financial statements preparation process to ensure that the Town is adhering to the framework outlined in this policy. Furthermore, the Town Manager, in concert with the Town Controller, will review the policy annually in connection with the Town's year-end financial statements and will make

recommendations for revisions to the policy as deemed appropriate. Adoption and modifications to this policy will require the approval of a simple majority vote by the entire Town Board.

Mayor

Attest: Town Clerk

**BOARD OF TRUSTEES ADOPTED POLICY
TOWN OF FIRESTONE**

SUBJECT: Debt Management Policy

ISSUE DATE

July 11, 2018

EFFECTIVE DATE

July 11, 2018

INTENT

The Town of Firestone (Town) recognizes the importance of long-range, financial planning in order to meet its capital asset needs. The following debt management policy provides guidance on the issuance of debt to help ensure that the Town maintains a sound debt position and that its credit quality is safeguarded. As such, the policy allows for an appropriate balance between establishing debt parameters while also providing flexibility to respond to unforeseen circumstances and new opportunities. This policy applies to Town derived revenues and revenues the Town is entitled to receive. Debt related to the Town's enterprise activities or related URA project areas are not considered part of this policy.

POLICY

The Town has established the following fiscal policy related to debt management.

Development of Long-Term, Financing Recommendations

The primary responsibility for developing long-term, financing recommendations rests with the Town Manager. During the annual budget process, and at any other such times during the year in which the need may arise, the Town Manager will work collectively with the Town's Controller and other deemed necessary Town staff (the Internal Working Group) to determine if there is a need for long-term borrowing consideration. As part of the determination process, the Internal Working Group shall review the financing needs outlined by the Capital Improvement Plan (see below) to analyze the future capital financing needs as compared with the Town's currently available cash resources and projected revenues. The Internal Working Group will also provide recommendations regarding refunding and restructuring of existing debt.

Once determination is made by the Internal Working Group to pursue long-term financing, a refunding, or restructuring of debt, the Town Manager will prepare and present to the Town Board a resolution of intent to issue debt and authorization of Town staff to proceed with the necessary preparations. The Town may only issue debt upon the approval of a simple majority vote by the entire Town Board.

Capital Improvement Plan

On an annual basis and as part of the Town's budgeting process, the Town will prepare and/or update a five (5) year Capital Improvement Plan (CIP) identifying capital projects that are part of the Town's long-term strategic vision and economic development plan. Concurrent with the preparation of the CIP, Town staff will consider the associated, estimated ongoing operations and maintenance costs of such capital assets so that the total costs of the projects are included for budgeting and projection purposes.

Purpose of Debt

Incurrence of long-term debt will only be used for the purpose of financing capital assets, which include but are not limited to buildings, infrastructure, land acquisition and purchase of equipment. The Town, under no circumstances, will issue debt or borrow funds to finance the Town's ongoing costs for operations and services.

The Town will strive to maximize the pay-as-you-go approach for its capital projects expenditures (see Capital Planning and Reserves Policy). Debt financing will be considered when annual revenues and accumulation of capital cash reserves are not sufficient to provide the necessary funding for such projects within a timeframe deemed necessary or adequate by the Town Board.

Types of Debt

The general types of debt instruments to be used by the Town will include:

- o General Obligation Bonds
- o Revenue Bonds
- o Short-term Notes
- o Special or Local Improvement Bonds
- o Any other legally recognized security approved by the Town Board and deemed advantageous to the Town

In order to mitigate any uncertainty of annual debt payment amounts due, the Town will strive to secure a fixed rate structure when issuing debt. The Town will consider a variable rate structure when market conditions favor this type of issuance, and when feasible, ensure there is a maximum interest rate provided within the variable rate structure. Credit enhancements will be used only in instances where the anticipated present value savings in terms of reduced interest expense exceeds the cost of the credit enhancement.

Level of Debt and Restrictive Provisions

The Town will strive to limit its general obligation debt (i.e., where ad valorem property taxes are the main and underlying security pledged on the debt) so as not to exceed fifteen percent (15%) of the Town's total assessed valuation as shown by the most current assessment received from Weld County's Assessor's Office. Additionally, the Town will strive to maintain its annual general obligation debt service costs (principal and interest) for its governmental activities at a level of no

greater than fifteen percent (15%) of the Town's governmental expenditures. Any debt issued by the Town, other than general obligation debt, wherein other revenue sources serve as security on the debt (e.g., revenue bonds), will not have any specific debt level restrictions, provided that each of such issuances will be evaluated on a case by case basis, to ensure that the Town has adequately provided for conservative revenue projections as to debt repayment purposes.

The repayment terms of all debt issued by the Town will not exceed the useful life of the capital asset financed. Additionally, the Town will seek level or declining debt repayment schedules and will not issue debt that provides for a balloon principal payment reserved at the end of the term of the issue, unless deemed otherwise appropriate and necessary by the Town. Furthermore, the Town will strive to obtain redemption terms that allow for the pre-payment of debt without paying a redemption penalty.

Debt Issuance Practices

As part of its debt issuance process, the Town will manage its debt and sustain its financial position in order to secure and maintain an A/A2 or higher bond rating.

The Town will market its debt through the use of a competitive bid process when issuing general obligation debt. The competitive bid process will also be used for other debt issuances unless time, interest rates and/or other factors make it more favorable for the Town to use a negotiated process.

If needed, the Town will hire an independent financial advisor, and any other professional service provider (e.g. bond counsel), to assist in the structuring of the debt transaction and to provide overall guidance throughout the process.

Guidelines for Refunding

The Town shall consider refunding (advance and current refunding) outstanding debt whenever an analysis indicates the potential for net present value (NPV) savings of at least three percent (3%) can be achieved. The Town shall also consider restructuring its existing debt in order to extend the payment terms to meet cash flow needs if deemed beneficial to the Town's long-term financial and strategic planning. The Town may also consider refunding outstanding bonds to remove existing restrictive covenants.

Post Issuance Management

The Town will invest its debt proceeds in accordance with the Town's investment policy and statutory requirements. Funds will be invested in instruments and with related maturities that will provide the liquidity needed to meet the cash flow needs of each project. In this regard, the Town Controller will prepare cash flow projection to determine the availability of funds to be invested and their respective required maturities.

The Town will comply with all arbitrage rebate requirements as established by the Internal Revenue Service. Arbitrage will be calculated at the end of each fiscal year and interest earned on the investment of debt proceeds will be reserved to pay any penalties due. Secondary market

disclosures requirements established within the terms of the debt transaction will be adhered to and filed on a timely basis.

The Town Controller will be responsible for managing the post issuance requirements listed above and/or cause any post issuance requirements to be completed.

Policy Review

The Town Manager and the Town Controller will review the Debt Management Policy annually in connection with the Town's annual budget process to ensure that the Town is adhering to the framework outlined in this policy and will make recommendations to revise the policy as needed. Adoption and changes to this policy will require the approval of a simple majority vote by the entire Town Board.

Mayor

Attest: Town Clerk

**BOARD OF TRUSTEES ADOPTED POLICY
TOWN OF FIRESTONE**

SUBJECT: Investment Policy

ISSUE DATE

July 11, 2018

EFFECTIVE DATE

July 11, 2018

INTENT

The Town of Firestone (Town) understands the need to adopt an investment policy to establish parameters and guidelines for the efficient management of the Town's funds and for the purchase and sale of investments. This policy applies to the investments of all funds of the Town. Except for funds held in trust or special funds that are otherwise specifically provided for, the Town will consolidate the balances from all funds to maximize investment earnings and meet the liquidity requirements of the Town subject to the primary objective of providing security of principal amounts. This policy supersedes any and all previous investment policies adopted by the Town.

POLICY

The Town has established the following fiscal policy related to investments.

Objectives

It is the policy of the Town to invest idle public funds in a manner to meet the daily cash flow demands of the Town with the primary objectives, in priority order, being: a) Safety of Principal b) Liquidity and c) Return on Investments.

A.) Safety of Principal

Safety of principal is the foremost objective of the Town's investment activities. Investments will be undertaken in a manner that seeks to ensure the preservation of principal in the overall investment portfolio. The objective will be to mitigate the following risks:

1.) Credit Risk

The Town will minimize credit risk, which is the risk of loss due to the failure of the investment issuer or backer. As such, the Town shall place reliance upon nationally recognized credit rating agencies in evaluating credit risk of obligations not issued by the U. S. government and Federal Instrumentality's (Agencies and Government Sponsored Enterprises). Credit risk shall be limited by restricting the credit ratings on securities that

may be purchased and through diversification in order to reduce exposure to any one security type or issuer.

2.) Interest Rate Risk

The Town will minimize its interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to the changes in market interest rates, by structuring the portfolio to meet the cash requirements of the Town's ongoing operations, thereby mitigating the need to liquidate securities at a loss prior to maturity.

3.) Concentration Risk

The Town will minimize concentration of credit risk, which is the risk of loss due to having a significant portion of resources invested in a single issuer, by diversifying its investment portfolio so that the impact of potential losses from any one type of security or issuer will be minimized. Investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments are excluded from this requirement.

B.) Liquidity

The investment portfolio shall remain sufficiently liquid to meet all of the Town's operating requirements that may be reasonably anticipated. Investments shall be managed in order to avoid, although not prohibit, the sale of securities before their respective maturities to meet anticipated cash flow needs. Since all possible cash demands cannot be anticipated, the investment portfolio should contain a significant quantity of active secondary or resale markets. As such, at least ten percent (10%) of the investment portfolio will be invested in overnight instruments, money market funds, Colorado local government pools, or in marketable securities which can be sold to raise cash within one day's notice.

C.) Return on Investments

The investment portfolio shall be designed and managed with the objective of attaining a market rate of return throughout interest rate cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety of principal and liquidity. The core investments are limited to relatively low risk securities in anticipation of earning a fair, albeit lower, return relative to the risk being assumed.

Delegation of Authority

Authority to oversee and manage the Town's investment program is granted to the Town Controller. Responsibility for the operation of the investment portfolio may be delegated to an investment officer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except

as provided under the terms of this policy along with the procedures established by the investment officer. The investment officer will be responsible for all investment transactions undertaken and shall establish a system of controls to regulate the activities of any subordinate officials.

Authorized Investments

The Town's authorized investments shall consist of the following:

- 1.) U.S. government obligations, U.S. government agency obligations and U.S. government instrumentality obligations that have a liquid market with a readily determinable market value.
- 2.) Any U.S. dollar denominated corporate or bank debt issued by a corporation or bank which is organized and operated with the United States and has a net worth in excess of two hundred fifty million dollars; except that the notes evidencing the debt must mature within three years from the date of settlement and, at the time of purchase, the debt must carry at least two credit ratings from any of the nationally recognized credit agencies and must not be rated below "AA- or Aa3" by any credit rating agency. These may comprise of up to 30% of the book value of the Town's investments at the time of purchase, with no more than 5% of the book value concentrated in any single obligor regardless of investment type.
- 3.) Commercial paper rated A-1, P-1, or their equivalent by any nationally recognized credit rating agencies. Commercial paper shall not exceed 50% of the book value of the Town's investment portfolio with no greater than 7.5% exposure to any single issuer at the time of purchase.
- 4.) Bankers Acceptances, the issuers of which are banks organized under U.S. laws or their parent companies, are rated A-1, P-1 or their equivalent by any nationally recognized credit rating agencies. Bankers acceptances shall not exceed 50% of the total par value of the Town's investment portfolio.
- 5.) Repurchase Agreements and Reverse Repurchase Agreements may be done only with approved dealers with whom the Town has signed a master agreement governing such transactions, and must mature within 90 days. U.S. Treasury, agency, or instrumentality securities must collateralize any such transactions, the market value of which shall be at least 102% of the funds invested in the transaction at inception, and not less than 100% of the funds invested during its life. Securities collateralizing such transactions shall be delivered to the purchaser or their securities' custodian.
- 6.) General Obligations of any state of the United States, the District of Columbia, or any territorial possession of the United States or of any political subdivision, institution, department, agency, instrumentality, or authority of any such governmental entities. No security may be purchased pursuant to this paragraph unless, at the time of purchase, the security is rated in one of the three highest rating categories by any

nationally recognized organization that regularly rates such obligations. General obligations shall not exceed 50% of the total par value of the Town's investment portfolio.

- 7.) Guaranteed Investment Contracts of domestically-regulated insurance companies having a claims-paying ability rating AA or its equivalent by any nationally recognized credit rating agencies.
- 8.) Money Market Mutual Funds and Local Government Investment Pools as permitted by Colorado statute, provided that such funds are either registered with the SEC or rated AAA by any nationally recognized credit rating agency.

Interest Earnings

Investment income will be allocated to the various funds based on the respective participation of capital in the overall investment portfolio, unless otherwise decided upon by the Town Controller.

Investment Limitations

The Town will adhere to the following investment limitations:

A.) Diversification

The Town's investments shall be diversified by:

- 1.) Limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities)
- 2.) Limiting investment in securities with higher credit risks
- 3.) Investing in securities with varying maturities, and
- 4.) Continuously investing a portion of the Town's investment portfolio in readily available funds such as local government investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet the Town's ongoing obligations

B.) Maturity

To the extent possible, the Town shall attempt to match its investments with anticipated cash flow needs. Unless matched to a specific cash flow, the Town will not directly invest in securities with maturities of more than three (3) years from the date of purchase.

C.) Sale of investments prior to maturity

Investments may be sold prior to their maturity date if the investment official determines that it is in the best interest of the Town to do so. Sales shall not be made to speculate upon future market trends. It is the Town's intent to purchase and hold securities until maturity; however,

from time to time, it may become necessary to sell a security at a loss in order to meet cash flow requirements or to take advantage of certain exchange advantages.

D.) Derivatives

Securities which derive their value from an underlying asset, group of assets, reference rate, or index value are not permitted as an authorized investment under this policy.

Reporting of Investments

A report containing current investment activity and balances will be provided to the Town Board on a monthly basis unless another frequency (e.g., quarterly) is deemed satisfactory to the Town Board.

Policy Review

The Town Controller will review the Investment Policy annually in concert with the preparation of the Town's year-end financial statements to ensure that the Town is adhering to the framework outlined in this policy and to statutory requirements for permissible investments of public funds under C.R.S. § 24-75-601, et seq. Furthermore, the Town Manager, in concert with the Town Controller, will review the policy annually in connection with the year-end financial statements and will make recommendations to revise the policy as needed. Adoption and changes to this policy will require the approval of a simple majority vote by the entire Town Board.

Ethics and Conflicts of Interest

Town officials and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the Town's investment program or that impairs their ability to make impartial investment decisions. Town officials and employees shall disclose, in accordance with state law, any substantial financial interest they have in financial institutions that conduct business with the Town. Town employees shall notify the Town Manager in writing of any such interest. Board members shall disclose any such interest in accordance with state law.

Mayor

Attest: Town Clerk

**BOARD OF TRUSTEES ADOPTED POLICY
TOWN OF FIRESTONE**

SUBJECT: Purchasing Policy

ISSUE DATE

July 11, 2018

EFFECTIVE DATE

July 11, 2018

INTENT

This policy establishes guidelines related to the Town of Firestone (Town) purchases. The Town budget is the principal controlling document and all purchases must conform to the forecasted expenditures approved by the Board of Trustees (Board) as part of the budget process. The existence of an item in the Town budget does not automatically authorize procurement. This policy along with the Purchasing Procedures and any other Town applicable procedures and/or policies will establish internal controls to serve the best interests of the Town. Expenditures related to ongoing principal and interest payments for Town approved debt are not subject to this purchasing policy. When purchases involve the expenditures of federal, state, of local grants and/or are related to a Town approved intergovernmental agreement, the purchase should be in compliance with any applicable laws, regulations and/or agreement requirements. All employees purchasing on behalf of the Town are expected to adhere to the Town's purchasing policy. This policy and the provisions herein are promulgated solely in support of the proper exercise of the Town's fiscal responsibilities, including administration of annually appropriated funds, and solely for the benefit of the Town, and confer no rights, duties or entitlements to any bidders or proposers. This policy supersedes any and all previous purchasing policies adopted by the Town.

POLICY

I. Standards for Purchasing

The following general standards apply when making purchases for the Town:

1. All purchases must be for the benefit of the Town.
2. All purchases must be properly authorized and approved and allocated to the correct fund/department and budgeted line item.
3. All purchases must be supported by sufficient documentation that includes payee, goods/services purchased and amount of purchase.

4. All purchases must be within the approved budget unless prior approval has been obtained by the Town Manager within the parameters of this policy.
5. No officer or employee shall make a purchase or enter into a contract that involves the expenditure of money in excess of appropriated funds.
6. Procure for the Town, if in the best interest of the Town, the best economic advantages while striving to achieve the highest quality of goods and services necessary to accomplish the needed functions of the Town.
7. Whenever possible, consolidate purchases in order to obtain economic benefits.
8. Encourage open competition as much as practical and when in the best interests of the Town.
9. Purchase goods and services from local vendors all other things being equal and within the parameters of this policy.
10. Take advantage of any competitive bidding partnerships with other municipalities to obtain a lower overall cost.
11. Require vendors to fulfill all terms and conditions of contracts.
12. Take advantage of all State and local tax exemptions.
13. Ensure that purchases go through the system of internal controls established in this policy and the Purchasing Procedures.

II. Authority to Purchase and Authorization Limits

The following personnel will have the authority to make purchases for the Town in accordance with the approved budget. If needed, the Controller will be consulted in circumstances when the budget objective is not clear. Any incurred obligations not authorized pursuant to this policy may become the purchaser's responsibility.

1. Department Directors have authority to approve purchases up to \$25,000 in aggregate for items that have already been approved and included in the Town's adopted budget.
2. Items in excess of \$25,000 that have been included in the Town's adopted budget also require the Town Manager's approval in addition to the Department Directors. Items that are not included in the Town's budget will require the Town Manager's approval and the following items will always require the Town Manager's approval regardless of the dollar amount:
 - a. Vehicles and rolling equipment

- b. Firearms
 - c. Building and facility modifications
 - d. Multi-year contracts
3. The Town Manager will have authority to approve purchases up to \$50,000 for items that have already been approved and are included in the Town's adopted budget, with the exception of the following items which will require the Board's approval regardless of the dollar amount:
 - a. Real estate and land purchase contracts and water rights
 - b. Public Art
 4. Purchases of \$50,000 and above that are contemplated as part of the adopted budget and items above \$10,000 not included in the adopted budget will require approval by the Board.
 5. Professional or consulting services contracts over \$20,000, either in original contract amount or anticipated aggregate expenditure for the fiscal year require approval by the Board.
 6. All Town travel including business travel and professional/education travel must be approved by the appropriate Department Director or designee. Additionally, any out of state travel must also be approved by the Town Manager. Upon completion of travel, itemized receipts for all expenses should be submitted for reimbursement or reimbursement may be denied. In all cases, the most cost-effective method of travel must be sought. Refer to the Town's Travel Policy for more information.
 7. No purchases are to be artificially separated in an attempt to avoid the established authorization limits.

III. Informal & Formal Bidding

The Town will adhere to the following contract procurement policies.

1. Informal Bids – All purchases between \$5,000 to \$59,999, require informal bidding procedures as follows:
 - a. For purchases between \$5,000 and \$25,000, the requesting department shall obtain and document a minimum of three (3) verbal quotations; such quotations shall be documented and given to Finance to keep on file.

- b. For purchases between \$25,001 and \$59,999, the requesting department shall obtain and document a minimum of three (3) written quotations; such quotations shall be documented and given to Finance to keep on file.
2. Formal Bids – For purchases of \$60,000 or more, the requesting department shall follow and document the formal bid procedures as outlined in the Purchasing Procedures. The requesting department shall obtain and document a minimum of three (3) written bids to present to the Board. The Board may reduce the number of required quotations and waive otherwise applicable formal bidding requirement if it is determined that it is not practical or advantageous to the interest of the Town.
3. State Bids/Cooperative Purchasing – State Bids are quotations or bids solicited through the State of Colorado (Bid Information and Distribution System). Use of State Bids is permitted for any equipment or vehicle purchases on items priced from \$20,000 to \$150,000. Use of State Bids must be in accordance with applicable Purchasing Procedures and only current State Bids may be used. Use of State Bids overrides the formal bidding process and procedures listed in the Purchasing Procedures, except in situations where use of competitive bidding is required in conjunction or as a condition of receipt of federal or state funding for the project. The determination of whether to use State Bids shall be made by the Department Director. In addition, cooperative purchasing is permitted on items priced up to \$150,000 through the use of Sourcewell's (formerly NJPA) national cooperative contract solutions. Use of Sourcewell overrides the formal bidding process and procedures listed in the Purchasing Procedures, except in situations where use of competitive bidding is required in conjunction or as a condition of receipt of federal or state funding for the project. The determination of whether to use Sourcewell shall be made by the Department Director.
4. Integrated Project Delivery Contracting – The Board may award an integrated project delivery ("IPD," sometimes referred to as "design-build") contract for capital improvements projects or other public projects in accordance with state law and the Purchasing Procedures.
5. Bonding Requirements – Bonds shall be executed on forms prescribed or approved by the Town Manager based on review by the Town Attorney as to form and State of Colorado law. Normally, bonds are used only on labor and materials procurement actions, such as projects for completion of public works or public buildings. Bonds generally are not required for purchases of vehicles, equipment, or standard commercial goods and services, particularly when the goods are not altered or customized to unique Town specifications, but may be required if deemed by the procuring department to be in the interests of the Town.
6. Insurance Requirements – Contracts for labor, materials and services entered into by the Town will required the selected contractor to carry the types and minimum amounts of insurance coverage as required by the Town. The contracts shall also contain other provisions regarding insurance as the Town shall require. The following are the types and minimum amounts of insurance that should be required:

- a. Workers' Compensation in statutory limits (if applicable)
- b. Employer's Liability Insurance: \$100,000/each accident, \$500,000/disease – policy limit, and \$100,000/disease – each employee
- c. Comprehensive General Liability Insurance: \$1,000,000/Occurrence
- d. Automobile Liability or Hired & Non-Owned Vehicle Liability Insurance: \$1,000,000/each accident (if applicable)
- e. Professional Liability Insurance \$1,000,000/Occurrence (if applicable)

Certain types of insurance may not be applicable to a particular contract. For example, professional liability insurance would not be applicable to a labor and materials contract (such as installation of playground equipment). Whether a particular type of insurance is applicable, or whether amounts of coverage should be changed, shall be determined by the Department Director, in consultation with the Town Attorney. Depending on the type of contract or services to be provided, higher insurance coverages may be required.

IV. Sole Source Purchases

It is the policy of the Town to recognize and solicit quotes and bids. Sole source purchases may be made if it has been determined that the goods or services can only be obtained from a single supplier capable of meeting all specifications and purchase requirements, or when it is in the Town's best interests. Requests for sole source purchases must be accompanied by a memorandum justifying the sole source purchase and are subject to approval as provided in the Purchasing Procedures.

V. Local Vendor Preference

To encourage purchasing from businesses located with the Town of Firestone, it is the policy of the Town to recognize and solicit quotes from local vendors. Whenever such local sources exist and are competitive, purchases may be made from local vendors; however, the bidding requirements, procedures and criteria of this Policy shall still apply.

Unless a violation of law or prohibited as a condition of a grant, bids for purchases of goods of \$5,000 or less may be awarded, as deemed appropriate solely within the discretion of the Town, to local vendors providing their proposal or quote is within 2% of the lowest bid. This provision applies only to purchases of goods of \$5,000 or less and does not apply to procurement of services. For purposes of this provision, a "local vendor" is defined as any person or entity who has been a bona fide resident of the Town of Firestone who has held a valid Town business license for at least six weeks immediately prior to submitting a bid.

VI. Emergency Procedures

Emergencies are those instances when there exists a threat to the public health, welfare or safety, or when delay would cause harm to the Town. In the event of local disaster or emergency conditions declared by the Town, when it is not feasible to follow the bidding procedures, and it is necessary to authorize the purchase of equipment, supplies or services, or emergency repair costs in excess of \$50,000, the Town Manager shall first notify the Mayor or in the absence of the Mayor, the Mayor Pro Tem. In the absence of the Mayor and Mayor Pro Tem, the Town Manager is authorized to purchase the equipment, supplies or services necessary to manage the emergency. The Mayor and Mayor Pro Tem are also authorized to approve emergency purchases as needed.

VII. Conflicts of Interest

As provided in C.R.S. 24-18-201 et seq., elected and appointed Town officials and Town employees shall not have a financial or other interest in any contract made by them as Town employees or officials, or by any Town body or board of which they are members or employees, except in the circumstances described in such statute. Such circumstances generally include contracts awarded via competitive bidding procedures, contracts with respect to which the official or employee has complied with the disclosure and recusal requirements of state law, and other limited situations. Relatives of Town employees will be allowed to bid on purchases or contracts with the Town only in those situations where the employee that is related to the bidder has no involvement or decision authority in the process of awarding the bid.

Elected and appointed Town officials and Town employees involved in the procurement process shall comply with all ethics laws governing such process. Town employees shall notify the Town Manager in writing of any actual or perceived conflict of interest. Board members shall disclose the conflict of interest in accordance with state law. Additional information regarding ethics rules for the Town contracting can be provided by the office of the Town Manager.

VII. Check Approval

The Town will issue check payments twice a month, which will coincide with the Town's scheduled Board meetings.

It is the policy of the Town to process interim checks outside the otherwise normal schedule only when it is deemed absolutely necessary. All interim checks will require approval of the Town Manager.

VIII. Policy Review

The Town Manager and Town Controller will be responsible for reviewing the Purchasing Policy on an annual basis and will make recommendations for revisions to the policy as deemed appropriate. Adoption and changes to the policy will require the approval of a simple majority vote by the entire Town Board.

Mayor

Attest: Town Clerk

RESOLUTION NO. _____

A RESOLUTION ADOPTING UPDATED PURCHASING AND FINANCIAL POLICIES
FOR THE TOWN OF FIRESTONE

WHEREAS, the Town of Firestone has previously adopted a set of purchasing and other financial policies for the Town; and

WHEREAS, the Board of Trustees finds that such policies and procedures should be updated and that the adoption of a set of current and comprehensive purchasing, investment, debt management, and capitalization threshold and depreciation policies will promote and support the efficient and effective use of Town resources and promote the best interests of the Town; and

WHEREAS, there has been presented to the Board of Trustees for adoption a proposed set of purchasing, investment, debt management, and capitalization threshold and depreciation policies, which policies have been developed through the collaborative efforts of the Finance Committee, Town Manager, Department of Finance and other Town department heads, supervisors, staff and consultants; and

WHEREAS, the Board of Trustees finds that the adoption of such policies is authorized by law; and

WHEREAS, the Board of Trustees finds that the proposed Purchasing Policy and the award of bid provisions included therein are solely in support of the Town's fiscal responsibilities, including administration of annually appropriated funds, and solely for the benefit of the Town of Firestone, and confer no rights, duties or entitlements to any bidders or proposers; and

WHEREAS, the Board of Trustees by this Resolution desires to adopt said policies;

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

Section 1. The Board of Trustees hereby approves and adopts the Town of Firestone Purchasing Policy, the Town of Firestone Investment Policy, and the Town of Firestone Debt Management Policy, and the Town of Firestone Capitalization Threshold and Depreciation Policy, which are attached to this Resolution.

Section 2. The Policies approved and adopted by this Resolution shall take effect July 11, 2018.

Section 3. In furtherance of the Town of Firestone Purchasing Policy, the Town Controller shall from time-to-time prepare purchasing procedures applicable to purchases, which such procedures are subject to approval by the Town Manager or his or her designee.

Section 4. All resolutions and policies or portions thereof previously adopted that are

inconsistent or conflicting with the policies adopted by this Resolution are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, and ADOPTED this _____ day of _____, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.b.

Discussion/Action

Meeting Date: July 11, 2018

Initiated By:

Dept: Planning & Zoning/ Building and Engineering

AGENDA TITLE

McClure Avenue Widening Construction Contracts

- i) Award of Construction Contract
- ii) Award of Materials Testing Contract
- iii) Award of Construction Engineering Contract

SUMMARY

The purpose of this project is to widen McClure Avenue from First Street to Adams Way in order to accommodate traffic in both directions. The McClure Avenue extension to Colorado Boulevard now provides a new access into Old Town but the existing one-way from Johnson Street to Fourth Street will create conflicts with the anticipated increased traffic volume. The widening will help alleviate these issues.

Staff has completed bidding for the construction contract on the McClure Avenue Widening Project. Nine bidders were invited to the mandatory pre-bid meeting, six contractors attended and five presented bids for the project. Staff is presenting for consideration by the Board of Trustees action on Award of the construction contract to Defalco Construction Company, a geotechnical engineering services contract with Ceasare, Inc., and construction engineering contract with Colorado Civil Group.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved a design services contract for the McClure Avenue Widening Design from First Street to Adams Way on December 13, 2017.

RECOMMENDATION

Staff recommends the Board of Trustees approve the award of the construction contract to DeFalco Construction Company for \$814,651.62 and authorize the Mayor to execute the Notice of Award and the Agreement on behalf of the Town.

Staff recommends the Board of Trustees approve the geotechnical observation and materials testing contract with Cesare, Inc. for an amount not to exceed \$14,960.00 and authorize the Mayor to execute their contract on behalf of the Town.

Staff recommends the Boards of Trustees approve the construction engineering services contract with Colorado Civil Group, Inc. for an amount not to \$61,220.00 and authorize the Mayor to execute the contract on behalf of the Town.

ALTERNATIVES

Board could choose to postpone or cancel the project or modify the terms of any of the agreements.

ATTACHMENTS

1. Project Overview
2. Recommendation of Award of Construction Contract
3. Bid Tabulation
4. Notice of Award
5. Geotechnical Observation and Materials Testing Contract (CI)
6. Construction Engineering Services Contract (CCG)

FINANCIAL CONSIDERATIONS

The 2018 Budget included \$1,052,018.00 for completion of this project. The work for the roadway improvements, materials testing contract and construction engineering contract comes from the 2013 1% Sales Tax Initiative. The waterline improvements will be funded from the Water Fund.

NOTICE OF PLANNED CONSTRUCTION ACTIVITY

McClure Avenue Widening Project



With the near successful completion of the McClure Avenue bridge which spans the gap between Historic Firestone and Colorado via McClure Avenue, the Town is in the second phase of the project, which entails widening McClure Avenue east to Adams Way. The roadway improvements include installing curb and gutter along the south side of McClure Avenue, regrading the roadway to alleviate some drainage issues, and removing and replacing all existing asphalt. Portions of the existing sidewalk, curb and gutter on the north side of the roadway will also be removed and replaced. The new cross section will allow two-way traffic and parking along the north side of the street. The Town will also be installing a new waterline from Fourth Street to Fifth Street parallel to the existing line, so that we can minimize disruption of water service. The existing service lines will be crossed over to connect to the new system after the lines have been installed and tested. Prior to your water being turned off to make this connection, you will be contacted by our contractor. Service down time should last only a couple of hours.

At the time of this mailing the St. Vrain Sanitation District (SVSD) had prepared construction documents to install a new sanitary sewer main along this same alignment while the roadway is being closed and subsequently improved in order to minimize any disruption to the flow of McClure Avenue in the near future, however SVSD was uncertain if the project would move forward. If it does, as soon as the SVSD completes its work, the Town's contractor will begin completing the roadway improvements. The work will begin in the intersection of McClure Avenue and First Street and progress east towards Adams Way.

Work will take place Monday through Friday between the hours of 7 a.m. to 7 p.m. and on weekends between the hours of 9 a.m. and 5 p.m. Work is scheduled to begin around the beginning of July. The entire project will be completed no later than the end of October.

Due to the nature of the work, it will be necessary to close entire street blocks at a time. Detours will be provided to route traffic around the active work areas as efficiently as possible. Residents immediately adjacent to the active work areas will have limited vehicular access while the work is taking place, in order to allow the work to progress more quickly and help ensure your safety. Again, you will be notified by the contractor ahead of time to plan accordingly. Throughout the duration of the project, access to your home by emergency vehicles will be maintained at all times. If you have any medical or mobility issues that make restricted access to your home a concern please contact us and we will make special arrangements. Similarly, if you have an event planned at your home, please let us know and we will make every effort to accommodate your access.

If you have any questions or concerns please feel free to contact us:

Dave Lindsay, Town Engineer, dlindsay@cgcinc.us, 970-278-0029 ext. 108

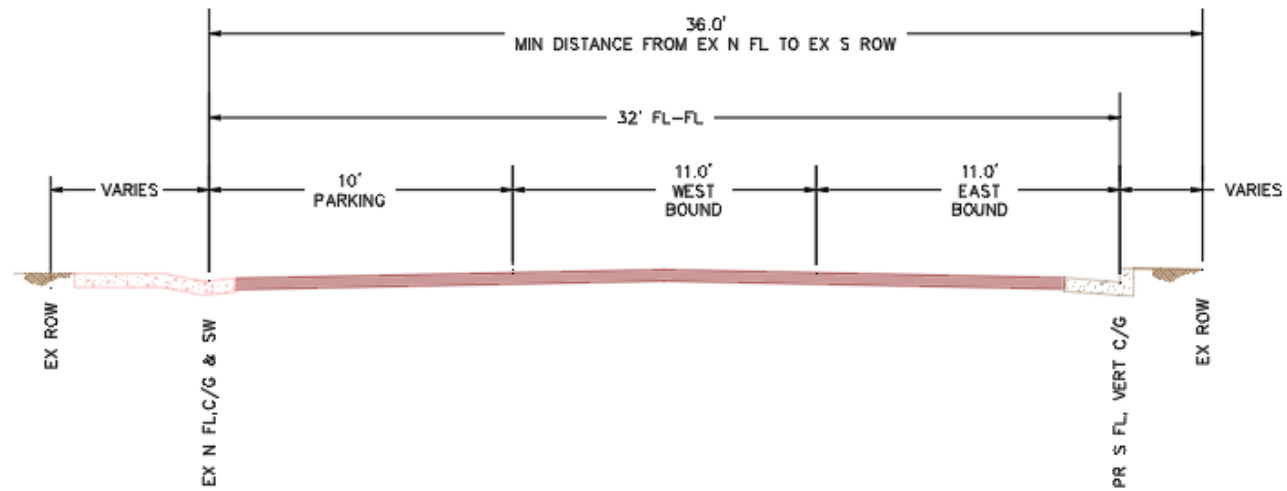
Lindsey Green, Design Engineer, lgreen@cgcinc.us, 970-278-0029 ext. 102

We appreciate your patience as we make significant upgrades to the infrastructure in the Historic Firestone area. For ongoing project updates, please watch the Town website at www.firestoneco.gov, our social media accounts on Facebook and Twitter, additional mailings and postings.

McClure Avenue Typical Street Section



McClure Avenue Typical Street Section





TO: Mr. Theo Abkes, Town Public Works Director

FROM: Dave Lindsay, Colorado Civil Group, Inc., Town Engineer *DBL*
Lindsey Green, Colorado Civil Group, Inc., Town Engineer *LG*

DATE: July 6, 2018

SUBJECT: McClure Avenue Widening Project

PROJECT No.: 0668.0188.04

BUDGET GL#: 1000.8000.1000.000.220

On June 26, 2018 we opened the bid for the McClure Avenue Widening Project construction. We invited nine bidders on the Town's bidders list, six contractors attended the mandatory pre-bid meeting and five submitted bids. We evaluated all bids and determined they were all responsive and accepted them. A tabulation that compares the bids and our final construction cost estimate is attached for your reference. DeFalco Construction Company provided a total construction bid of \$814,651.62.

DeFalco Construction Company has been on the Town's bidders list in the past and has always been responsive to the Town construction projects and requests for bids. They have not been the successful low bidder in recent years but have always provided a competitive bid and the Town has always been very satisfied with their work on area projects.

Based on the information provided in the bid, we recommend the Firestone Board of Trustees award the construction contract for the McClure Avenue Widening Project to DeFalco Construction Company.

Below is the project budget tracking information.

DESCRIPTION	2018 BUDGET	CONTRACT AMOUNT	ACTUAL COST	ACTUAL to CONTRACT DIFFERENCE
McClure Avenue Widening Construction	\$969,602.00	\$712,854.26	\$0.00	\$712,854.26
Waterline Construction	\$0.00	\$101,797.36	\$0.00	\$101,797.36
Materials Testing	\$14,544.00	\$14,960.00	\$0.00	\$14,960.00
Construction Engineering	\$67,872.00	\$61,220.00	\$0.00	\$61,220.00
Frederick Electric Relocation	\$0.00	\$64,604.20	\$0.00	\$64,604.20
Total Project	\$1,052,018.00	\$955,435.82	\$0.00	\$955,435.82

OPINION OF COST
MCCLURE AVENUE WIDENING IMPROVEMENTS

ASPHALT SPECIALTIES															
MOUNTAIN CONSTRUCTORS, INC.															
NCC															
EZ-EXCAVATING															
DEFALCO															
ENGINEER'S ESTIMATE															
Item No.	Description	Unit	Contract Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
REMOVAL & REPLACEMENT															
1	ASPHALT/CONCRETE SAW-CUT	LF	625	\$1.65	\$1,031.25	\$3.00	\$1,875.00	\$3.00	\$1,875.00	\$2.60	\$1,625.00	\$3.67	\$2,293.75	\$2.25	\$1,406.25
2	ASPHALT REMOVAL	SY	8,610	\$3.50	\$30,135.00	\$5.00	\$43,050.00	\$9.20	\$79,212.00	\$14.40	\$123,984.00	\$2.60	\$22,386.00	\$7.00	\$60,270.00
3	CONCRETE REMOVAL	SF	13,775	\$1.80	\$24,795.00	\$1.60	\$22,040.00	\$1.55	\$21,351.25	\$2.80	\$38,570.00	\$1.26	\$17,356.50	\$5.00	\$68,875.00
4	REMOVE EX SIGN AND POST	EA	10	\$115.00	\$1,150.00	\$125.00	\$1,250.00	\$100.00	\$1,000.00	\$117.00	\$1,170.00	\$78.63	\$786.30	\$200.00	\$2,000.00
5	LANDSCAPE REMOVAL	SF	2,810	\$1.65	\$4,636.50	\$0.90	\$2,529.00	\$1.50	\$4,215.00	\$0.80	\$2,248.00	\$0.46	\$1,292.60	\$10.00	\$28,100.00
6	REMOVE EX TREE	EA	1	\$550.00	\$550.00	\$675.00	\$675.00	\$220.00	\$220.00	\$2,900.00	\$2,900.00	\$1,156.22	\$1,156.22	\$775.00	\$775.00
7	REMOVE EX MANHOLE	LS	1	\$1,475.00	\$1,475.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$1,685.00	\$1,685.00	\$1,486.84	\$1,486.84	\$1,000.00	\$1,000.00
8	EXISTING 18" RCP REMOVAL	LF	23	\$64.00	\$1,472.00	\$20.00	\$460.00	\$33.00	\$759.00	\$57.60	\$1,324.80	\$27.58	\$634.34	\$500.00	\$11,500.00
9	EXISTING 24" RCP REMOVAL	LF	400	\$13.00	\$5,200.00	\$20.00	\$8,000.00	\$33.00	\$13,200.00	\$60.10	\$24,040.00	\$30.71	\$12,284.00	\$500.00	\$200,000.00
10	REMOVE GUARDRAIL	LF	41	\$15.50	\$635.50	\$10.00	\$410.00	\$16.00	\$656.00	\$56.40	\$2,312.40	\$9.62	\$394.42	\$500.00	\$20,500.00
	SUBTOTAL				\$71,080.25		\$81,089.00		\$123,988.25		\$199,859.20		\$60,070.97		\$394,426.25
EROSION CONTROL & EARTHWORK															
11	STRAW WATTLES	EA	3	\$165.00	\$495.00	\$65.00	\$195.00	\$150.00	\$450.00	\$427.00	\$1,281.00	\$158.92	\$476.76	\$100.00	\$300.00
12	SILT FENCE	LF	1,500	\$2.80	\$4,200.00	\$1.50	\$2,250.00	\$1.50	\$2,250.00	\$2.90	\$4,350.00	\$2.25	\$3,375.00	\$1.60	\$2,400.00
13	VEHICLE TRACKING CONTROL PAD	EA	1	\$2,200.00	\$2,200.00	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00	\$10,631.00	\$10,631.00	\$2,429.18	\$2,429.18	\$3,200.00	\$3,200.00
14	CONCRETE WASHOUT AREA	EA	1	\$1,100.00	\$1,100.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,005.00	\$2,005.00	\$653.57	\$653.57	\$1,900.00	\$1,900.00
15	STRIP TOPSOIL (4" DEPTH)	CY	600	\$12.50	\$7,500.00	\$22.00	\$13,200.00	\$6.50	\$3,900.00	\$5.90	\$3,540.00	\$10.08	\$6,048.00	\$20.00	\$12,000.00
16	CUT	CY	630	\$6.00	\$3,780.00	\$22.00	\$13,860.00	\$8.10	\$5,103.00	\$7.90	\$4,977.00	\$9.21	\$5,802.30	\$16.00	\$10,080.00
17	FILL	CY	775	\$14.50	\$11,237.50	\$22.00	\$17,050.00	\$9.00	\$6,975.00	\$7.70	\$5,967.50	\$10.26	\$7,951.50	\$12.00	\$9,300.00
18	TOPSOIL REPLACEMENT (4" DEPTH)	CY	145	\$15.00	\$2,175.00	\$22.00	\$3,190.00	\$12.00	\$1,740.00	\$7.90	\$1,145.50	\$31.55	\$4,574.75	\$20.00	\$2,900.00
19	RESEED AND MULCH	AC	0.3	\$3,875.00	\$1,162.50	\$6,000.00	\$1,800.00	\$6,500.00	\$1,950.00	\$8,600.00	\$2,580.00	\$5,300.00	\$1,590.00	\$2,750.00	\$825.00
	SUBTOTAL				\$33,850.00		\$54,745.00		\$25,668.00		\$36,477.00		\$32,901.06		\$42,905.00
UTILITIES															
20	SIDEWALK CHASE	EA	1	\$2,200.00	\$2,200.00	\$2,750.00	\$2,750.00	\$2,400.00	\$2,400.00	\$2,906.00	\$2,906.00	\$2,215.74	\$2,215.74	\$1,500.00	\$1,500.00
21	TRICKLE CHANNEL	LF	17	\$38.50	\$654.50	\$45.00	\$765.00	\$100.00	\$1,700.00	\$79.90	\$1,358.30	\$48.14	\$818.38	\$50.00	\$850.00
22	24" RCP	LF	400	\$90.00	\$36,000.00	\$95.00	\$38,000.00	\$82.00	\$32,800.00	\$137.00	\$54,800.00	\$87.54	\$35,016.00	\$175.00	\$70,000.00
23	18" FES	EA	1	\$1,085.00	\$1,085.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,154.00	\$1,154.00	\$1,047.37	\$1,047.37	\$1,000.00	\$1,000.00
24	4' FLAT TOP MANHOLE	EA	1	\$2,250.00	\$2,250.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00	\$2,712.00	\$2,712.00	\$2,933.40	\$2,933.40	\$5,000.00	\$5,000.00
25	ADJUST STORM MANHOLE LIDS	EA	3	\$620.00	\$1,860.00	\$675.00	\$2,025.00	\$835.00	\$2,505.00	\$847.00	\$2,541.00	\$638.68	\$1,916.04	\$500.00	\$1,500.00
26	ADJUST VALVE BOX	EA	9	\$300.00	\$2,700.00	\$360.00	\$3,240.00	\$560.00	\$5,040.00	\$414.00	\$3,726.00	\$362.24	\$3,260.16	\$200.00	\$1,800.00
27	ADJUST SANITARY SEWER MANHOLE LIDS	EA	12	\$550.00	\$6,600.00	\$600.00	\$7,200.00	\$835.00	\$10,020.00	\$1,032.00	\$12,384.00	\$517.75	\$6,213.00	\$500.00	\$6,000.00
28	CONNECT TO EXISTING INLETS	EA	3	\$2,700.00	\$8,100.00	\$1,200.00	\$3,600.00	\$1,950.00	\$5,850.00	\$899.00	\$2,697.00	\$1,690.24	\$5,070.72	\$2,000.00	\$6,000.00
	SUBTOTAL				\$61,449.50		\$62,080.00		\$67,915.00		\$84,278.30		\$58,490.81		\$93,650.00
ROADWAY CONSTRUCTION															
29	SUBGRADE PREPARATION- SOIL STERILIZATION	SY	10,795	\$2.20	\$23,749.00	\$3.15	\$34,004.25	\$3.25	\$35,083.75	\$13.00	\$140,335.00	\$4.73	\$51,060.35	\$6.00	\$64,770.00
30	VERTICAL CURB & GUTTER	LF	1,635	\$25.85	\$42,264.75	\$24.00	\$39,240.00	\$27.00	\$44,145.00	\$40.00	\$65,400.00	\$25.41	\$41,545.35	\$27.00	\$44,145.00
31	TRANSITION CURB & GUTTER	LF	76	\$22.15	\$1,683.40	\$24.00	\$1,824.00	\$29.00	\$2,204.00	\$40.00	\$3,040.00	\$26.73	\$2,031.48	\$27.00	\$2,052.00
32	ROLL OVER CURB, GUTTER & SIDEWALK	LF	1,580	\$42.65	\$67,387.00	\$36.00	\$56,880.00	\$56.00	\$88,480.00	\$69.30	\$109,494.00	\$43.48	\$68,698.40	\$82.00	\$129,560.00
33	MATCH EX CURB, GUTTER & SIDEWALK	LF	1,170	\$44.00	\$51,480.00	\$36.00	\$42,120.00	\$57.00	\$66,690.00	\$73.70	\$86,229.00	\$44.28	\$51,807.60	\$82.00	\$95,940.00
34	DRIVEWAY CUTS & ACCESS CUTS	LF	104	\$22.20	\$2,308.80	\$36.00	\$3,744.00	\$57.00	\$5,928.00	\$89.00	\$9,256.00	\$26.58	\$2,764.32	\$82.00	\$8,528.00
35	CROSS PAN	EA	8	\$1,720.00	\$13,760.00	\$2,850.00	\$22,800.00	\$3,700.00	\$29,600.00	\$8,158.00	\$65,264.00	\$1,852.98	\$14,823.84	\$4,000.00	\$32,000.00
36	CURB RETURNS WITH HANDICAP RAMP	EA	15	\$2,100.00	\$31,500.00	\$1,500.00	\$22,500.00	\$4,265.00	\$63,975.00	\$2,562.00	\$38,430.00	\$2,125.99	\$31,889.85	\$3,500.00	\$52,500.00
37	ASPHALT PAVEMENT - 5" FULL DEPTH	SYI	53,975	\$3.70	\$199,707.50	\$5.00	\$269,875.00	\$4.20	\$226,695.00	\$6.20	\$334,645.00	\$3.71	\$200,247.25	\$5.00	\$269,875.00
	SUBTOTAL				\$433,840.45		\$492,987.25		\$562,800.75		\$852,093.00		\$464,868.44		\$699,370.00

OPINION OF COST

MCCLURE AVENUE WIDENING IMPROVEMENTS

		ASPHALT SPECIALTIES				MOUNTAIN CONSTRUCTORS, INC.		NCC		EZ-EXCAVATING		DEFALCO		ENGINEER'S ESTIMATE	
Item No.	Description	Unit	Contract Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
STRIPING & SIGNAGE															
38	4" SOLID DOUBLE YELLOW CENTER STRIPE	LF	1,400	\$1.10	\$1,540.00	\$2.20	\$3,080.00	\$18.00	\$25,200.00	\$2.90	\$4,060.00	\$2.65	\$3,710.00	\$2.50	\$3,500.00
39	4" SOLID WHITE EDGE STRIPE	LF	1,095	\$0.55	\$602.25	\$1.25	\$1,368.75	\$9.00	\$9,855.00	\$1.50	\$1,642.50	\$1.33	\$1,456.35	\$1.25	\$1,368.75
40	STOP BAR THERMOPLASTIC SYMBOL	EA	6	\$265.00	\$1,590.00	\$550.00	\$3,300.00	\$560.00	\$3,360.00	\$486.00	\$2,916.00	\$477.00	\$2,862.00	\$700.00	\$4,200.00
41	RIGHT TURN ARROW THERMOPLASTIC SYMBOL	EA	1	\$550.00	\$550.00	\$450.00	\$450.00	\$560.00	\$560.00	\$399.00	\$399.00	\$397.50	\$397.50	\$1,000.00	\$1,000.00
42	LEFT TURN ARROW THERMOPLASTIC SYMBOL	EA	1	\$550.00	\$550.00	\$450.00	\$450.00	\$560.00	\$560.00	\$399.00	\$399.00	\$397.50	\$397.50	\$1,000.00	\$1,000.00
43	CROSSWALK THERMOPLASTIC SYMBOLS	EA	2	\$1,850.00	\$3,700.00	\$1,250.00	\$2,500.00	\$1,115.00	\$2,230.00	\$1,886.00	\$3,772.00	\$2,120.00	\$4,240.00	\$1,000.00	\$2,000.00
44	STOP SIGN (R101, 30"X30") & INSTALLATION	EA	11	\$305.00	\$3,355.00	\$420.00	\$4,620.00	\$725.00	\$7,975.00	\$326.00	\$3,586.00	\$218.92	\$2,408.12	\$500.00	\$5,500.00
45	ALL WAY (R1-3P, 18"X6") & INSTALLATION	EA	6	\$250.00	\$1,500.00	\$375.00	\$2,250.00	\$500.00	\$3,000.00	\$72.50	\$435.00	\$167.86	\$1,007.16	\$500.00	\$3,000.00
46	NO PARKING WITH LEFT ARROW (R7-1L, 12"X18") & INSTALLATION	EA	4	\$275.00	\$1,100.00	\$390.00	\$1,560.00	\$500.00	\$2,000.00	\$268.00	\$1,072.00	\$178.07	\$712.28	\$500.00	\$2,000.00
47	NO PARKING WITH RIGHT ARROW (R7-1R, 12"X18") & INSTALLATION	EA	4	\$275.00	\$1,100.00	\$390.00	\$1,560.00	\$500.00	\$2,000.00	\$268.00	\$1,072.00	\$178.07	\$712.28	\$500.00	\$2,000.00
48	NO PARKING (R7-1D, 12"X18") & INSTALLATION	EA	3	\$275.00	\$825.00	\$390.00	\$1,170.00	\$500.00	\$1,500.00	\$268.00	\$804.00	\$178.07	\$534.21	\$500.00	\$1,500.00
	SUBTOTAL				\$16,412.25		\$22,308.75		\$58,240.00		\$20,157.50		\$18,437.40		\$27,068.75
WATERLINE SYSTEM IMPROVEMENTS															
49	8" PVC WATER LINE	LF	700	\$47.00	\$32,900.00	\$80.00	\$56,000.00	\$67.00	\$46,900.00	\$100.00	\$70,000.00	\$47.78	\$33,446.00	\$65.00	\$45,500.00
50	10" PVC WATER LINE	LF	45	\$100.00	\$4,500.00	\$120.00	\$5,400.00	\$69.00	\$3,105.00	\$125.00	\$5,625.00	\$141.26	\$6,356.70	\$70.00	\$3,150.00
51	10" x 8" MRJ REDUCER	EA	1	\$375.00	\$375.00	\$870.00	\$870.00	\$1,005.00	\$1,005.00	\$854.00	\$854.00	\$542.51	\$542.51	\$800.00	\$800.00
52	8" MRJ PLUG ASSEMBLY W/2" BLOWOFF	EA	2	\$1,850.00	\$3,700.00	\$2,500.00	\$5,000.00	\$3,100.00	\$6,200.00	\$3,892.00	\$7,784.00	\$2,328.66	\$4,657.32	\$2,250.00	\$4,500.00
53	8" X 8" MRJ TEE W/TB	EA	3	\$630.00	\$1,890.00	\$1,200.00	\$3,600.00	\$1,300.00	\$3,900.00	\$1,341.00	\$4,023.00	\$692.50	\$2,077.50	\$1,000.00	\$3,000.00
54	8" MRJ 22.5° BEND W/TB	EA	2	\$315.00	\$630.00	\$1,250.00	\$2,500.00	\$1,200.00	\$2,400.00	\$1,065.00	\$2,130.00	\$367.63	\$735.26	\$800.00	\$1,600.00
55	8" MRJ 45° BEND W/TB	EA	2	\$320.00	\$640.00	\$1,300.00	\$2,600.00	\$1,210.00	\$2,420.00	\$1,062.00	\$2,124.00	\$481.88	\$963.76	\$800.00	\$1,600.00
56	8" MRJ 90° BEND W/TB	EA	2	\$450.00	\$900.00	\$1,300.00	\$2,600.00	\$1,300.00	\$2,600.00	\$1,086.00	\$2,172.00	\$513.79	\$1,027.58	\$800.00	\$1,600.00
57	10" MRJ 45° BEND W/TB	EA	2	\$545.00	\$1,090.00	\$1,750.00	\$3,500.00	\$1,400.00	\$2,800.00	\$1,452.00	\$2,904.00	\$548.90	\$1,097.80	\$800.00	\$1,600.00
58	10" MRJ SOLID SLEEVE	EA	1	\$475.00	\$475.00	\$1,300.00	\$1,300.00	\$1,200.00	\$1,200.00	\$980.00	\$980.00	\$574.42	\$574.42	\$800.00	\$800.00
59	ROMAC MACRO HP COUPLING - CONNECT TO 8" ACP WATER LINE	EA	2	\$495.00	\$990.00	\$1,300.00	\$2,600.00	\$1,050.00	\$2,100.00	\$3,086.00	\$6,172.00	\$491.45	\$982.90	\$800.00	\$1,600.00
60	8" MRJ GTV & BOX	EA	4	\$1,950.00	\$7,800.00	\$2,500.00	\$10,000.00	\$2,000.00	\$8,000.00	\$2,619.00	\$10,476.00	\$1,589.24	\$6,356.96	\$1,750.00	\$7,000.00
61	FIRE HYDRANT ASSEMBLY	EA	2	\$8,100.00	\$16,200.00	\$8,500.00	\$17,000.00	\$7,600.00	\$15,200.00	\$12,541.00	\$25,082.00	\$7,123.51	\$14,247.02	\$6,000.00	\$12,000.00
62	CONNECT TO EXISTING 10" WATER LINE	EA	1	\$3,400.00	\$3,400.00	\$1,300.00	\$1,300.00	\$6,800.00	\$6,800.00	\$5,179.00	\$5,179.00	\$5,405.21	\$5,405.21	\$4,000.00	\$4,000.00
63	CONNECT TO EXISTING 8" WATER LINE	EA	2	\$8,250.00	\$16,500.00	\$1,300.00	\$2,600.00	\$6,800.00	\$13,600.00	\$5,070.00	\$10,140.00	\$4,822.55	\$9,645.10	\$4,000.00	\$8,000.00
64	CONNECT EXISTING WATER SERVICES	EA	5	\$1,130.00	\$5,650.00	\$1,800.00	\$9,000.00	\$1,200.00	\$6,000.00	\$2,007.00	\$10,035.00	\$1,060.92	\$5,304.60	\$1,000.00	\$5,000.00
65	EXISTING VALVE BOX TO BE REMOVED	EA	6	\$200.00	\$1,200.00	\$650.00	\$3,900.00	\$150.00	\$900.00	\$1,146.00	\$6,876.00	\$350.61	\$2,103.66	\$400.00	\$2,400.00
66	EXISTING FIRE HYDRANT TO BE REMOVED	EA	2	\$1,250.00	\$2,500.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$2,497.00	\$4,994.00	\$1,128.43	\$2,256.86	\$400.00	\$800.00
67	FLASH FILL ABANDONED WATER LINES	CY	10	\$365.00	\$3,650.00	\$220.00	\$2,200.00	\$800.00	\$8,000.00	\$385.00	\$3,850.00	\$401.62	\$4,016.20	\$200.00	\$2,000.00
	SUBTOTAL				\$104,990.00		\$134,970.00		\$135,130.00		\$181,400.00		\$101,797.36		\$106,950.00
MISCELLANEOUS															
68	TRAFFIC CONTROL	LS	1	\$65,000.00	\$65,000.00	\$46,000.00	\$46,000.00	\$34,000.00	\$34,000.00	\$29,332.00	\$29,332.00	\$52,961.99	\$52,961.99	\$30,000.00	\$30,000.00
69	MOBILIZATION (5%)	LS	1	\$40,000.00	\$40,000.00	\$46,000.00	\$46,000.00	\$50,000.00	\$50,000.00	\$61,924.00	\$61,924.00	\$25,123.59	\$25,123.59	\$62,438.10	\$62,438.10
	SUBTOTAL				\$105,000.00		\$92,000.00		\$84,000.00		\$91,256.00		\$78,085.58		\$92,438.10

CONSTRUCTION COST SUBTOTAL

\$826,622.45

\$940,180.00

\$1,057,742.00

\$1,465,521.00

\$814,651.62

\$1,456,808.10

AVG: \$1,020,943.41

% VARIANCE FROM AVERAGE BID: -19.03%

-7.91%

3.60%

43.55%

-20.21%

SECTION 00510
NOTICE OF AWARD

Date: July 11, 2018

Project: Town of Firestone McClure Avenue Widening Project

Owner: Town of Firestone	Owner's Contract No.: 100.8000.1000.000.220
Contract: Construction Services	Engineer's Project No.: 0668.0188.04

Contract: Construction Services	Engineer's Project No.: 0668.0188.04
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Bidder: DeFalco Construction Company

Bidder's Address: PO Box 820

Longmont, CO 80502

You are notified that your Bid dated June 26, 2018 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the.

The Contract Price of your Contract is Eight hundred fourteen thousand, six hundred fifty-one dollars and sixty-two cents. (\$814,651.62).

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

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

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

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

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

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

Owner: Town of Firestone

By: _____
Mayor

Copy to Engineer

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND CESARE, INC.
FOR GEOTECHNICAL ENGINEERING SERVICES**

1.0 PARTIES

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and **Cesare, Inc.**, a Colorado corporation, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Consultant for the purpose of providing geotechnical engineering field services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”) for the McClure Avenue Widening Project.
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The Consultant shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other consultants to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1 The Town shall pay the Consultant for services requested and rendered under this Agreement at the hourly rates plus expenses set forth in Exhibit “A;” provided, however, that the total amount payable for Services under this Agreement shall in no event exceed \$14,960.00. For services compensated at hourly rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Consultant shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates Dave Lindsay, Town Engineer, as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Town Engineer and such person's designees.
- 5.2 The Consultant designates John Durkin, Principle, as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly John Durkin, and such replacement require the Town or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall commence upon execution by the Town and shall proceed until the construction work is completed (currently anticipated to be October 26, 2018), unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee

engaged in the performance of work under this contract. Evidence of qualified self-insured status may be substituted.

- 7.1.2 Consultant's own automobile liability and physical damage insurance and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by Colorado law (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
- 7.1.3 Professional liability insurance against errors and omissions with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.1.4 General liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Firestone, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Firestone, its officers and its employees, and shall contain a severability of interests provision.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per

person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the Town or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the Town as to end results of the work only. **As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

11.0 ASSIGNMENT

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2 Exhibit B, the “Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant’s Pre-Contract Certification which Consultant has executed and delivered to the Town prior to Consultant’s execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Firestone
Attn: Town Manager
151 Grant Ave.
P.O. Box 100
Firestone, Colorado 80520
Telephone: (303) 833-3291
Fax: (303) 833-4863

If to the Consultant:

John Durkin, PE
Cesare, Inc.
7108 South Alton Way, Building B
Centennial, CO 80112

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Date: _____

Attest: _____
Town Clerk

CESARE, INC.
a Colorado corporation,

By: _____

Date: _____

Title: _____



July 6, 2018

Ms. Lindsey Green, P.E.
Colorado Civil Group, Inc.
5110 Granite Street, Unit D
Loveland, CO 80538

Subject: Proposal for Quality Assurance Materials Testing and Construction Observation
McClure Avenue Widening Improvements
Firestone, Colorado
Proposal No. F180603.A

Dear Ms. Green:

Cesare, Inc. (Cesare) is pleased to submit this proposal for quality assurance materials testing and construction observation for the McClure Avenue Widening Improvements project in the Town of Firestone, Colorado. The project generally consists of:

- removing exiting asphalt paving on McClure Avenue for approximately 2,850 feet from First Street to approximately 300 feet east of Adams Way
- concrete curb, gutter, and sidewalk removal
- earthwork and backfill, placement and compaction of materials, as necessary, to construct the project
- construction of water line, sanitary sewer, reinforced concrete pipe storm sewer, concrete curb, gutter, and sidewalk, full depth new asphalt pavement
- striping and signage
- storm water and erosion control
- traffic control
- miscellaneous appurtenances

Based on project plans dated June 2018 and Town of Firestone specifications, this project will require testing and observation during construction. The project is anticipated to be awarded July 11, 2018 with start of construction shortly thereafter. Completion is anticipated to be mid October 2018.

Based on our understanding of the project and previous experience providing materials testing on similar construction projects in the Town of Firestone, we propose the following:

TASK 1 - EARTHWORK TESTING AND FIELD OBSERVATION

Cesare personnel will obtain samples of onsite and import soil, and conduct laboratory testing, as necessary, to determine applicable engineering properties. Cesare will observe embankment fill, structural fill, trench backfill and aggregate base material placement, as requested. Field tests will be performed for moisture and density using test method ASTM D6938 (nuclear gauge method), as necessary and required per project specifications; and observe subgrade conditions for structures and pavement areas prior to placement of concrete or hot mix asphalt.

TASK 2 - CONCRETE TESTING

Cesare personnel will conduct concrete tests in accordance with specifications using ASTM test standards. Sets of five cylinders will be cast for compressive strength determinations. Four inch by eight inch cylinders will be utilized, unless otherwise required. One cylinder will be compression tested at 3 days or earlier as requested, one cylinder will be tested at 7 days, two cylinders will be tested at 28 days, and one cylinder will be held. The held cylinder will not be tested unless the 28 day compressive strength average does not achieve specified strength. At a minimum, concrete wet properties testing will be conducted on the first load of the day, and one set of cylinders will be obtained for every 50 cubic yards of each type of concrete placed in any one day, or a minimum of one set per day of placement.

In accordance with ACI 301 criteria, Cesare will make reasonable efforts to accomplish curing in general accordance with ASTM C31. It is essential for concrete to cure properly, especially at early age, therefore, onsite curing facilities should be jointly developed and agreed to prior to the onset of concrete construction.

TASK 3 - HOT MIX ASPHALT (HMA) TESTING

Cesare personnel will conduct density tests on the in-place HMA using a nuclear density gauge (ASTM D2950 test method). As a minimum, one density test will be conducted for each 150 feet per lane of lift of HMA placed, with a minimum of two tests, per lift, in each area placed. Bulk samples of the HMA will be collected during placement and tested in the laboratory for maximum theoretical specific gravity, asphalt content, and gradation.

TASK 4 - LABORATORY TESTING

Laboratory testing will be performed as indicated in the Quality Assurance Materials Testing and Construction Observation Cost Estimate (attached).

TASK 5 - CONSTRUCTION MEETINGS, SITE VISITS, AND REPORTING

Field, laboratory, and summary reports will be issued electronically that summarize the field testing, field observations, and laboratory testing for Tasks 1 through 4. The reports will be emailed to designated parties, as requested. During the course of construction, however, we will inform you of test results, especially any results failing to meet specifications. Cesare commits to our attendance at construction meetings with owners and contractors. We anticipate project oversight and site visits by Cesare project manager as needed.

ESTIMATED FEES

Cesare's estimated fees are shown in the Quality Assurance Materials Testing and Construction Observation Cost Estimate (attached). All final costs are a function of time spent on each task at the assigned fee rate or as indicated in our current schedule of fees (attached). This proposal is an estimate of the number of hours that will be spent on each task based on the information provided, the plans and specifications, other jobs of similar size, and assumes no significant problems due to non-conformance or delay by the subcontractors or contractor. Cesare will perform tasks on an "as needed" basis.

Cesare requests a minimum 24 hours notice for all testing and construction observation.

All requests for services on weekend days must be scheduled by 4:00 PM on Thursday. All scheduling must be conducted through Cesare's office and not through field personnel unless other arrangements are made prior to the start of the job. Should additional services be required outside this scope of work, they will also be provided at the hourly rates listed in the Schedule of Fees attached. Our proposal assumes a workday of 8 hours and a workweek of 40 hours. **Fees exceeding 8 hours per day or 40 hours per week and hours worked on weekends will include an Overtime Premium at a rate of 1.3 times the rates indicated in our schedule of fees. Hours worked on Cesare paid holidays will be invoiced at 2 times the standard rate indicated. A Night Shift Premium will be invoiced at the Standard Rate plus \$5 per hour (6 PM to 6 AM).**

GENERAL CONDITIONS

Cesare warrants that services are performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the project. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts or reports.

The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Cesare and that the data, interpretations and recommendations of Cesare are based solely on the information available and obtained by Cesare. Cesare will be responsible for those data, interpretations and recommendations as indicated above, but shall not be responsible for the interpretations by others of the information developed. Cesare is not responsible for knowledge of previous studies on the subject property unless they are made available to Cesare and their review made part of this Agreement.

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

INVOICES

Invoices will be submitted monthly and on completion of work and are payable on receipt unless other arrangements have been made. A LATE PAYMENT SERVICE CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO UNPAID BALANCES COMMENCING THIRTY (30) DAYS FROM THE DATE OF INVOICE. Attorney's fees or other costs incurred in collecting delinquent amounts shall be paid by the client.

Failure to honor an invoice within thirty (30) days may result in temporary delays in project work due to commitments to paying clients. Cesare reserves the right to cease work on any continuing project where invoices are more than sixty (60) days past due. In no event will a report be issued for projects with invoices more than sixty (60) days past due.

PROPOSALS

Written technical proposals and consulting fee estimates are provided on request. Technical proposals and fee estimates are valid sixty (60) days from the date of the proposal. Acceptance of a proposal after sixty (60) days may result in changes in the scope of services provided and/or consulting fees charged.

RIGHT-OF-ENTRY

Client will provide for right-of-entry of Cesare and all necessary equipment in order to complete the work.

UTILITIES

Cesare will contact 811 prior to conducting investigations on site. Client shall be responsible for designating the location of all other on-site utilities not located by 811 prior to the commencement of work. We will not be liable for damage to subterranean structures (telephone wires, pipes, tanks, etc.) whose locations are not marked in the field prior to our arrival.

SAMPLES

Cesare will retain all remaining soil and rock samples for thirty (30) days after submitting the report on those samples. Further storage or transfer of samples can be made at client's expense upon written request. If we are not notified to retain samples, they will be disposed of.

JOBSITE SAFETY

Neither the professional activities of Cesare, nor the presence of Cesare or its employees and subconsultants at the project site, shall relieve the Owner or Owner's representatives of its obligations, duties, and responsibilities with any health or safety precautions required by any regulatory agencies. Cesare and its personnel have no authority to exercise any control over any other contractor, consultant or their employees in connection with their work or any health or safety programs or procedures. The Client agrees that other contractors or consultants shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with other contractors or consultants.

OWNERSHIP OF DOCUMENTS

Cesare will retain pertinent records relating to the services performed for a period of three years following completion of services hereunder, during which period the records will be made available to the client at all reasonable times.

The documents developed by Cesare are for the sole use of the Client. Neither party may assign and/or transfer, directly or indirectly, in whole or in part, documents developed during Cesare scope of work under this Agreement.

INDEMNIFICATION

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

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

MEDIATION

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

INSURANCE

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

The client agrees that under no circumstances shall the total aggregate liability for any and all claims, losses, costs, damages of any nature whatsoever exceed the limits of Cesare's applicable insurance in force at that time.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit Cesare's liability for the Client's damages to the sum of \$50,000 or Cesare's fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

TERMINATION

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

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the project by either party to any other entity without the prior written consent of the other party;
- Suspension of the project or Cesare's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

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

ASSIGNMENT AND TRANSFER

Neither party may assign and/or transfer, directly or indirectly, all or part of its rights or obligations under this Agreement.

THIRD PARTY BENEFICIARIES

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

HAZARDOUS MATERIALS

Cesare agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered by Cesare.

APPLICABLE LAW

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

ENTIRE AGREEMENT

This document shall be the entire Agreement and shall supersede any other Agreement between client and Cesare relating to the subject matter thereof. In case of a conflict or inconsistency between these general conditions and any other contract documents, these general conditions shall control.

If this proposal meets with your approval, please sign and return it to this office. Thank you for considering our firm for these services.

Sincerely,
CESARE, INC.



John J. Durkin, P.E.
Principal

JJD/mcl

Attachments

Agreed to this _____ day of _____, 20____

By: _____

Representing _____

Legal Property Description _____

Invoicing email address _____



**QUALITY ASSURANCE MATERIALS TESTING AND
CONSTRUCTION OBSERVATION COST ESTIMATE**

McClure Avenue Widening Improvements

Proposal No. F180603

July 6, 2018

	Estimated Trips/ Quantity	Trip Rate	Total
Earthwork Testing and Field Observation			
Field technician (soil)	15	\$225	\$3,375
Field technician (soil sample pick-up)	2	\$100	\$200
Earthwork Testing Subtotal			\$3,575
Concrete Testing			
Field technician (concrete)	12	\$300	\$3,600
Field technician (concrete cylinder pick-up)	9	\$100	\$900
Concrete Testing Subtotal			\$4,500
Hot Mix Asphalt (HMA) Testing			
Field technician-full day (asphalt)	4	\$750	\$3,000
Hot Mix Asphalt Testing Subtotal			\$3,000
Laboratory Testing			
Proctor and classification	3	\$325	\$975
Compressive strength testing (5 cylinders per set)	12	\$75	\$900
Theoretical maximum specific gravity (Rice value)	4	\$80	\$320
AC content (chemical extraction) with gradation	4	\$235	\$940
Laboratory Testing Subtotal			\$3,135
Construction Meetings, Site Visits, and Reporting	3	\$250	\$750
Estimated Total			\$14,960

- 1) Trip rate includes travel, equipment, field testing, project management, principal review, and daily reporting.
- 2) Trip rate for embankment and backfill testing technician is based on 3 hours onsite and travel.
- 3) Trip rate for concrete testing technician is based on 4 hours onsite and travel.
- 4) Trip rate for asphalt testing technician is based on 10 hours onsite and travel.
- 5) Additional technician time onsite and sample pick-up will be charged at \$75 per hour.
- 6) Additional trips over the estimated quantity will be invoiced at the trip rate indicated above.
- 7) Additional laboratory testing, engineering, and consultation will be provided "as needed" or requested at schedule of fees. rates.

Corporate Office: 7108 South Alton Way, Building B • Centennial, CO 80112
Locations: Centennial • Frederick • Silverthorne • Crested Butte/Salida
Phone 303-220-0300 • www.cesareinc.com



SCHEDULE OF FEES ⁽¹⁾

Senior Principal	\$185/hour
Principal	\$165/hour
Senior Consultant.....	\$147/hour
Senior Project Engineer or Senior Project Geologist	\$130/hour
Senior Project Manager.....	\$130/hour
Project Engineer or Project Geologist.....	\$115/hour
Project Manager	\$115/hour
Staff Engineer or Staff Geologist	\$99/hour
Special Inspector.....	\$85/hour
Master Technician	\$78/hour
Field Engineer	\$78/hour
Senior Technician	\$68/hour
Technician	\$57/hour
Technical Support	\$52/hour
Computerized Drafting.....	\$78/hour
MIT-SCAN2 (Dowel and Tie Bar) Scanning	Quoted upon request
Foundation Construction Observations (Excavation/Open Hole, Footing, Reinforcing Steel, Perimeter Drain, Void, Dampproofing, Waterproofing)	Quoted upon request
Concrete Maturity Data Loggers	\$66/each
Coring Operations	\$92/hour
Expenses and Outside Services	At cost +13%
Mileage.....	At current Federal rate
Equipment Rental.....	Quoted upon request
Overtime Premium ⁽²⁾	1.3 x rate
Cesare Holiday Rate ⁽³⁾	2.0 x rate
Night Shift Premium (6 PM to 6 AM)	Rate + \$5/hour

⁽¹⁾ Payment is due within 30 days of receipt of our invoice. A late payment service charge of 1.5% per month will be applied to unpaid balances commencing thirty (30) days from date of invoice.

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

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

The above fees are for 2018.

Exhibit B

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: Cesare, Inc.
(Prospective Contractor)

To: Town of Firestone

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 2018.

Prospective Contractor: Cesare, Inc.

By: _____

Title: _____

Attest: _____

AGREEMENT
for
PROFESSIONAL ENGINEERING SERVICES
for
MCCLURE AVENUE WIDENING PROJECT
CONSTRUCTION OBSERVATION, CONTRACT ADMINISTRATION,
and CONSTRUCTION STAKING
Project No. 0668.0188.04

This is an *AGREEMENT* made between THE TOWN OF FIRESTONE, a Colorado statutory Town (TOWN) and COLORADO CIVIL GROUP, INC., a Colorado Corporation (ENGINEER).

Whereas, the TOWN desires to have certain engineering services performed by ENGINEER relative to construction engineering for the McClure Avenue Widening Project located in the Town of Firestone, Weld County, Colorado.

Whereas, the ENGINEER is duly accredited, and this *AGREEMENT* provides for said professional engineering services.

Therefore, TOWN and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services provided by ENGINEER and the payment for those services by OWNER as set forth in Sections 1 through 4 below.

SECTION 1 - Basic Services

For the purposes of this *AGREEMENT*, the Basic Services shall include construction observation and certain construction engineering tasks, as further described herein, relative to the McClure Avenue Widening Project, generally located along McClure Avenue between First Street and Adams Way (the "Project"). Observations shall be performed using the approved Contract Documents including plans and specifications and criteria, manuals and guides referenced therein. Specific tasks to be performed shall be:

1.1 Construction Observation

The ENGINEER shall provide staff to perform part-time inspection and observation of work performed by the construction contractor (the "Contractor") in association with the Project. The work to be performed by the contractor is as set forth in the construction contract documents for the Project and is sometimes herein referred to as the "Work." The Work for construction observation shall consist of waterline construction and associated work.

- 1.1.1 ENGINEER will utilize its own personnel to perform part-time observation of the performance of the Work of the Contractor.

A. ENGINEER dealings in matters pertaining to the on-site Work will in general be with Contractor keeping the TOWN advised as necessary. His dealings with Subcontractors will only be through or with the full knowledge and approval of Contractor.

B. Duties and Responsibilities:

ENGINEER will:

1. Schedules:

Review the progress schedule, schedule of Shop Drawing submittals, schedule of values and other schedules prepared by Contractor. ENGINEER will make recommendations to TOWN regularly and upon request.

2. Conferences and meetings:

Attend meetings with Contractor, such as pre-construction conferences, progress meetings and other job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

3. Shop Drawings and Samples:

a. Record date of receipt of Shop Drawings and samples.

b. Receive samples which are furnished at the site by Contractor for ENGINEER's review, and notify ENGINEER of their availability for examination.

c. Advise Contractor of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

d. Shop drawings will be approved by ENGINEER with concurrence of TOWN.

4. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to assist TOWN in determining that the Work is proceeding in accordance with the Contract Documents.

b. Report to TOWN whenever ENGINEER believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise TOWN when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- c. Verify that tests, equipment and systems start-ups and operations and maintenance training are conducted in presence of the appropriate personnel, and that Contractor maintains adequate records thereof; observe record and report to TOWN appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors of other public or private agencies having jurisdiction over the Project, record in writing the results of these inspections and report to TOWN.
- 5. Interpretation of Contract Documents:

Report to TOWN when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarification and interpretation of the Contract Documents as issued by ENGINEER.
- 6. Modifications:

Consider and evaluate Contractor's suggestions for modification in Drawings or Specifications and report with his recommendations to TOWN. Transmit to Contractor decisions issued by ENGINEER.
- 7. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the *AGREEMENT*, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
 - b. Keep a diary, daily report form, or log book, recording hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of equipment and materials.
 - d. Provide complete copies of all records to TOWN at completion of project and furnish individual records to TOWN upon request by TOWN or as needed.
- 8. Reports:
 - a. Furnish TOWN periodic reports, as required of the progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

- b. Consult with TOWN in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to TOWN Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to TOWN upon the occurrence of any accident.

9. Payment Requests:

- a. Review applications for payment with Contractor and TOWN for compliance with the established procedure for their submission, noting particularly the relationship of the payment request to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- b. ENGINEER will process pay applications with cut-off date for each month falling on the last Friday of every month. ENGINEER will prepare pay applications and present recommendation to TOWN in a timely manner.
- c. ENGINEER will prepare change orders and submit to TOWN with recommendations regarding payment.
- d. ENGINEER will not be responsible for delivery of payment from TOWN to Contractor.

10. Certificates, Maintenance and Operation Manuals:

During the Course of Work verify that certifications, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to TOWN prior to final payment of the Work.

11. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, meet with TOWN, and then submit to Contractor a list of observed items requiring correction or completion.
- b. Conduct final inspection in the company of TOWN and Contractor and prepare a final list of items to be corrected or completed.
- c. Observe that all items on final list have been corrected or completed and make recommendations to TOWN concerning acceptance.

C. Limitation of Authority:

ENGINEER shall not:

1. Exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
 2. Undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
 3. Advise on, or issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures for construction unless such is specifically called for in the Contract Documents.
 4. Advise on or issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 5. Accept Shop Drawing or sample submittals from anyone other than Contractor.
 6. Authorize TOWN to occupy the Work in whole or in part.
- 1.1.2 The ENGINEER shall provide part-time inspections of adequate detail to determine that the work generally complies with the approved construction plans, standards and criteria, and general construction practices and standards. The ENGINEER shall work with the contractors and TOWN's geotechnical consultants to ensure that all necessary tests are performed and properly reported (trench backfill and compaction, street subgrade preparation/proof rolls, asphalt placement and compaction, concrete forms/reinforcement/ placement and strength testing, welding, etc...).
- 1.1.3 ENGINEER shall render their services in accordance with generally accepted standards and practices as such standards and practices are normally exercised in the performance of professional standards of a similar nature in the Denver metropolitan area.

1.2 Contract Administration

- 1.2.1 ENGINEER will provide certain services related to management and administration of the Project including:
- A. Coordination of construction staking.
 - B. Coordination of materials testing.
 - C. Coordination with other jurisdictions.
 - D. General contract administration.
 - E. Preparation and processing of payment applications.

- F. Preparation and processing of change orders, as needed.
- G. Construction contract closeout.
- H. Requirements of Article 9 of the General Conditions of the McClure Avenue Widening Project.
- I. Provide TOWN with weekly status reports and copies of any records kept according to Section 1.1 Construction Observation upon TOWN's request.

1.3 Construction Staking and Surveying

The ENGINEER will provide construction staking in accordance with Section 01400 – Quality Control of the project manual for the McClure Avenue Extension Project. This effort shall include:

- 1. Asphalt and Concrete Demolition: Pavement markings will be set horizontally as needed to define the limits for saw-cuts and/or milled joints on asphalt.
- 2. Water Line: Grade and alignment stakes on offset at approximate 50-foot intervals including, ends, angle points, tee intersections, 2 fire hydrants and 5 service tees.
- 3. Storm Sewer: Grade and alignment stakes on offset at 25-foot intervals. Grade and alignment stakes on offset for 1 manhole.
- 4. Adjust Manhole Lids and valve boxes: Grade stake and hub on offset at each manhole and valve box for final lid adjustment.
- 5. Curb and Gutter Grade/Curb Return Stakes: Grade and alignment stakes on offset at 25-foot intervals including, ends, angle points, PC's, PT's, beginning, midpoint and ending of vertical curves.
- 6. Cross-Pans: Grade and alignment stakes will be set at each end of the cross-pan.
- 7. Bluetops: Bluetops to finished subgrade at 50-foot intervals along crow centerline and at PC's, PT's, beginning, midpoint and ending of each vertical curve.
- 8. Traffic Signs: Stakes shall be set at the location of all traffic sign for installation. Stakes shall not be offset or graded.
- 9. Horizontal & Vertical Control: Two benchmarks will be set on site for Contractor's use.
- 10. As-built survey of completed improvements.

1.4 Stakeout

The ENGINEER shall prepare all of the construction stakeout necessary to accomplish the surveying described in 1.3 above.

SECTION 2 - Additional Services

Services not contemplated in Section 1 may be required of ENGINEER from time to time by the Board of Trustees or the Board's designee. If such work is to be performed as typical duties of the Town Engineer, as determined by the TOWN and the ENGINEER, a change order to the *AGREEMENT* will be prepared and presented to the TOWN prior to initiation of said work. Descriptions of additional services, compensation, and period-of-services adjustments will be presented in the change order, prior to starting any additional services. In addition, it is anticipated that the ENGINEER will be requested to prepare engineering designs, studies, and/or surveys that exceed either the scope or the estimated costs described in Section 1.1. Under those circumstances, if requested by the TOWN, the ENGINEER and the TOWN will enter into a separate Agreement to better define the scope, schedule, and fees of that specific project.

Specific services not included in this *AGREEMENT* include, but are not limited to:

- 2.1** Building inspection services, including foundation, electrical, plumbing/heating inspections, or any other duties assigned to the TOWN building inspector or building official.
- 2.2** Geotechnical or materials testing.
- 2.3** Easement negotiations.
- 2.4** Enforcement of County, State, or Federal regulations pertaining to construction site safety, pollution, hazard mitigation, endangered or threatened species, etc....

SECTION 3 - Period of Service; Service Nonexclusive

The Period of Service for this work shall commence upon the signing of this *AGREEMENT* by the TOWN and shall end at the pleasure and convenience of the TOWN Board of Trustees, as stipulated in Section 6.1.2. Work shall progress in a timely manner to support the schedules established by the TOWN and ENGINEER. The TOWN may employ, at its expense and outside the terms of this *AGREEMENT*, other engineers that the TOWN Board of Trustees determines to be necessary.

SECTION 4 - Compensation

4.1 Methods of Payment for Services and Expenses of Engineer

- 4.1.1** Services provided under Section 1 – Basic Services, will be based on hourly rates plus expenses according to the ENGINEER's current and approved Schedule of Fees (Exhibit A), estimated not to exceed \$61,220.00.

- 4.1.2 Services authorized and provided under Section 2 - Additional Services, will be based on hourly rates plus expenses according to the ENGINEER'S then current Schedule of Fees (Exhibit A).
- 4.1.3 The parties may revise the Schedule of Fees set forth on Exhibit A at any time during this *AGREEMENT*. Any such revised Schedule shall become effective upon approval and execution by the parties, with a copy of such revised Schedule to be attached to this *AGREEMENT* as a revised Exhibit A.

4.2 Times of Payments

The ENGINEER shall submit monthly invoices for work actually completed and costs incurred at the time of billing.

4.3 Other Provisions Concerning Payments

- 4.3.1 If TOWN fails to make any payment due ENGINEER for services and expenses within forty-five days after receipt of ENGINEER's invoice, the amounts due ENGINEER will be increased at the rate of 1½% per month from said forty fifth day, and in addition, ENGINEER may, after giving seven days' written notice to TOWN, suspend services under this *AGREEMENT* until ENGINEER has been paid in full all amounts due for services, expenses, and charges.
- 4.3.2 In the event of termination by TOWN under paragraph 6.1.2 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by the TOWN during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's hourly rates based on the current Schedule of Fees for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly in work for the TOWN. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates, consultants and subcontractors employed by ENGINEER and authorized by the TOWN to render Basic Services through ENGINEER and for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination.
- 4.3.3 It is understood and agreed that the TOWN, and not any landowner subject to a reimbursement agreement with the TOWN, is responsible for all payments under this *AGREEMENT*.

SECTION 5 - TOWN's Responsibilities

TOWN shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 5.1 As appropriate, designate responsible representatives to provide direction to the ENGINEER with respect to services provided pursuant to this *AGREEMENT*. The TOWN Board of Trustees or its delegatee shall transmit instructions, receive information, interpret

and define TOWN's policies and decisions with respect to ENGINEER's services provided pursuant to this *AGREEMENT*.

- 5.2 Provide all criteria and full information as to TOWN's requirements as necessary for performance of ENGINEER's services, including, with respect to TOWN projects, design or project objectives and constraints, space capacity and performance requirements, flexibility and expendability, and any budgetary limitations.
- 5.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to TOWN projects.
- 5.4 Unless otherwise agreed by the TOWN and ENGINEER, the TOWN shall be responsible for negotiating and acquiring all required properties and/or easements necessary for any TOWN projects.

SECTION 6 - General Considerations

6.1 Termination

- 6.1.1 The obligation to provide further services under this *AGREEMENT* may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon receipt of the written notice to terminate the defaulting party shall have ten days to cure the default to the satisfaction of the terminating party.
- 6.1.2 Termination for convenience: The TOWN Board of Trustees shall, at its sole option and absolute discretion, have the right to terminate this *AGREEMENT* and remove ENGINEER from the position of TOWN ENGINEER for any reason whatsoever by providing ENGINEER with a written notice to terminate to be effective upon five (5) days after notifying ENGINEER by registered mail, return receipt requested. ENGINEER hereby waives any rights to a charge in writing or an opportunity to be heard prior to removal.
- 6.1.3 At the time of any termination, ENGINEER shall promptly deliver to the TOWN or its designee all documents and materials, including but not limited to reports, plans, drawings, specifications, computer input and output, analyses, data, electronic files, and other materials of any kind, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates, consultants and subcontractors) pursuant to this *AGREEMENT*. The delivery of such materials shall be without further charge or expense to the TOWN other than Termination expenses.

6.2 Reuse of Documents

All documents and materials, including but not limited to reports, plans, drawings, specifications, computer input and output, analyses, data, electronic files, and other materials of any kind, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates, consultants and subcontractors) pursuant to this *AGREEMENT*, are documents and property of the TOWN. The TOWN acknowledges that documents provided by ENGINEER for specific projects are not intended or represented to be suitable

for reuse by TOWN or others on extensions of such projects or on any other projects; any such reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at the TOWN's sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaptation requested by the TOWN will entitle ENGINEER to further compensation at rates to be agreed upon by TOWN and ENGINEER.

6.3 Insurance and Indemnification

- 6.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The workers' compensation insurance carried by ENGINEER shall be in accordance with statutory law and include employers' liability insurance with a limit of not less than \$100,000 per accident, \$500,000 disease, policy limit and \$100,000 disease limit each employee. The general liability insurance carried by ENGINEER shall have minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate, shall include the TOWN as additional insured, with primary coverage as respects the TOWN, and shall contain a severability of interests' provision. ENGINEER shall also procure and maintain professional liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate. All required insurances shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by ENGINEER pursuant to this *AGREEMENT*. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the ENGINEER to maintain such continuous coverage. Certificates of insurance evidencing such coverages shall be provided to the TOWN upon request.
- 6.3.2 ENGINEER shall also procure and maintain continuously comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$150,000 per person in any one occurrence and \$500,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per claim, with respect to each of ENGINEER's, hired or non-owned vehicles assigned to or used in performance of the services under this *AGREEMENT*. The policy shall include the TOWN as additional insured with primary coverage as respects the TOWN and shall contain a severability of interests' provision.
- 6.3.3 ENGINEER shall indemnify and hold the TOWN harmless against (1) claims by any employee of ENGINEER for compensation, fringe benefits of any kind whatsoever (including without limitation, pension rights or payments, insurance of any kind, reimbursement of medical expenses, vacation pay, sick leave or sick pay), or indemnification for tort claim damages or similar claims for damages (e.g. Section 1983 claims); and (2) claims by any other party for injury, loss or damage which arise out of or are connected with the services hereunder, if such injury, loss or damages is caused by the negligent, unlawful, or willful and wanton act or omission on the part of any ENGINEER employee acting pursuant to this *AGREEMENT*.

- 6.3.4 The ENGINEER or its employees shall not be deemed to assume any liability for intentional or negligent acts or omissions of the TOWN or any officer, agent, or employee thereof. The TOWN shall be responsible for such acts or omissions in the manner and to the extent provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et. seq. (CGIA).
- 6.3.5 The parties hereto understand and agree that the TOWN is relying on, and does not waive or intend to waive by any provision of this *AGREEMENT*, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the CGIA, as from time to time amended, or otherwise available to the TOWN, its officers, or its employees.

6.4 Limitation of Liability

TOWN, in consideration of the fees negotiated hereunder, specifically agrees to limit the liability of ENGINEER and its officers, directors, shareholders, partners, agents and employees for all damages of any kind or nature associated with errors or omissions of the ENGINEER for services rendered under this *AGREEMENT*, to the sum of \$1,000,000.00 annual aggregate.

6.5 Controlling Law

This *AGREEMENT* is to be governed by the law of the State of Colorado.

6.6 Successors and Assigns

- 6.6.1 TOWN and ENGINEER each is hereby bound, and the partners, successors, executors, administrators, assigns, and legal representatives of TOWN and ENGINEER are hereby bound to the other party to this *AGREEMENT* and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this *AGREEMENT*.
- 6.6.2 Neither TOWN nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this *AGREEMENT* without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this *AGREEMENT*. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates, consultants and subcontractors as ENGINEER may deem appropriate to assist in the performance of services hereunder; provided, however, that proposed use of any such associates, consultants and independent contractors, and the costs and fees for the services thereof, shall be subject to the prior written approval of the TOWN, which may be granted or withheld by the TOWN in its sole discretion. ENGINEER shall cause any associate, consultant or subcontractor providing services hereunder to procure and maintain those insurance coverages required by Section 6.3 above.

- 6.6.3 Nothing under this *AGREEMENT* shall be construed to give any rights or benefits in this *AGREEMENT* to anyone other than TOWN and ENGINEER, and all duties and responsibilities undertaken pursuant to this *AGREEMENT* will be for the sole and exclusive benefit of TOWN and ENGINEER and not for the benefit of any other party.

6.7 Enforcement

In the event that suit is brought upon this *AGREEMENT* to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

6.8 Quality of Work

ENGINEER'S professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the Denver metropolitan area.

6.9 Inspection

The TOWN and its duly authorized representatives shall have access to any books, documents, papers, and records of the ENGINEER and its subcontractors that are related to this *AGREEMENT* for the purpose of making audit, examination, excerpts, and transcriptions.

6.10 Compliance with laws; Work by Illegal Aliens Prohibited

- 6.10.1 ENGINEER shall be solely responsible for compliance with all applicable federal, state, and local laws concerning its performance of services under this *AGREEMENT*; for payment of all applicable taxes; and obtaining and keeping in force all applicable licenses and certificates.
- 6.10.2 Exhibit B, the "Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of ENGINEER's Pre-Contract Certification which ENGINEER has executed and delivered to the TOWN prior to ENGINEER's execution of this *AGREEMENT*.

SECTION 7 - EXTENT OF AGREEMENT

This *AGREEMENT* (consisting of pages 1 to 13, inclusive), and the attached Exhibits A and B, constitute the entire *AGREEMENT* between TOWN and ENGINEER and supersede all prior written or oral understandings. This *AGREEMENT* and said Exhibits may only be amended, supplemented, modified, or canceled by duly executed written instrument.

In witness whereof, the parties hereto have made and executed this *AGREEMENT* as of the day and year signed by the TOWN.

TOWN OF FIRESTONE
(TOWN)

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

Date: _____

COLORADO CIVIL GROUP, INC.
(ENGINEER)

By: _____
David B. Lindsay, President

Attest: _____

Date: _____

Exhibit A
2018 Summary of Fees

ENGINEERS (\$/hr)

Senior Project Engineer	\$105 - \$125
Project Engineer	\$95 - \$120
Design Engineer	\$85 - \$115

CONSTRUCTION INSPECTION (\$/hr)

Senior Inspector	\$80 - \$100
Inspector	\$65 - \$85

DESIGNER/CAD TECH (\$/hr)

Senior Designer/Tech	\$75 - \$100
Designer/CAD Tech	\$50 - \$80

ADMINISTRATION/SUPPORT SERVICES (\$/hr)

Secretarial/Clerical	\$35 - \$50
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REIMBURSABLES

Mileage	\$0.50/mi.
Copies (standard in-house)	Labor Rate
Copies (standard out-sourced)	Cost + 5%
Copies (24x36 in-house)	Labor Rate
Copies (24x36 out-sourced)	Cost + 5%
Miscellaneous Expenses	Cost + 5%
Sub-Consultants	Cost + 5%

Exhibit B

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Colorado Civil Group, Inc. (ENGINEER) shall not knowingly employ or contract with an illegal alien to perform work under this contract. ENGINEER shall not enter into a contract with a subcontractor that fails to certify to the ENGINEER that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

ENGINEER has verified or attempted to verify through participating in the basic pilot program as defined in C.R.S. Section 8-17.5-101(1) ("Program") that ENGINEER does not employ any illegal aliens and, if ENGINEER is not accepted into the Program prior to entering into this contract, that ENGINEER shall apply to participate in the Program every three months until ENGINEER is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the Program is discontinued. ENGINEER is prohibited from using the Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If ENGINEER obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, ENGINEER shall:

- a. Notify the subcontractor and the TOWN within three days that the ENGINEER has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the ENGINEER shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

ENGINEER shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

If ENGINEER violates a provision of this Contract required pursuant to C.R.S. Section 8-17.5-102, the TOWN may terminate the contract for breach of contract. If the contract is so terminated, the ENGINEER shall be liable for actual and consequential damages to the TOWN.

**Town of Firestone
Contractor's Pre-Contract Certification
Regarding Employing Illegal Aliens**

The proposer of public services to the Town of Firestone identified below (hereafter "the Proposer"), hereby certifies as follows:

That at the time of providing this certification, Proposer does not knowingly employ or contract with an illegal alien; and that Proposer has participated in or attempted to participate in the Basic Pilot Program administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

Dated this _____ day of _____, 20____.

Proposer:
Colorado Civil Group, Inc.

By:_____

Title: President