



**Lone Tree City Council Agenda**  
**Tuesday, May 6, 2014**

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***PLEASE NOTE LOCATION AND TIME CHANGE***

**Meeting Location:** City of Lone Tree, Training Room, 9220 Kimmer Dr. #100, Lone Tree CO 80124.

**Meeting Procedure:** The Lone Tree City Council and staff will meet in a public Study Session at 6:00 p.m. At 6:30 p.m. and following the meeting, if necessary, the Council Meeting will adjourn and convene in Executive Session if necessary. The Regular Session will be convened at 7:00 p.m. Study Sessions and Regular Sessions are open to the public, Executive Sessions are not. Comments from the public are welcome at these occasions: 1. Public Comment (brief comments on items not scheduled for a public hearing) 2. Public Hearings. Contact the City Clerk if special arrangements are needed to attend (at least 24 hours in advance).

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**6:00 pm Study Session Agenda**

1. Xcel Update
  2. Arts Center Merchandise Commission Policy
  3. Noraa Concrete Construction Corp. Contract for the Lincoln Bridge Repair
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**6:30pm Executive Session Agenda**

1. Roll Call
  2. Executive Session
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**7:00pm Regular Session Agenda**

3. Opening of Regular Meeting/Pledge of Allegiance
  4. Amendments to the Agenda and Adoption of the Agenda
  5. Conflict of Interest Inquiry
  6. Public Comment
  7. Announcements
  8. Presentations
    - a. GFOA Financial Award of Excellence
  9. Consent Agenda
    - a. Minutes of the April 15, 2014 Regular Meeting
    - b. Claims for the Period of April 7-28, 2014
  10. Public Works
    - a. Approval of Noraa Concrete Construction Corp. Contract for the Lincoln Bridge Repair
  11. Council Comments
  12. Adjournment
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**MINUTES OF A REGULAR MEETING  
OF THE COUNCIL OF THE  
CITY OF LONE TREE  
HELD  
April 15, 2014**

A regular meeting of the Council of the City of Lone Tree was held on Tuesday, April 15, 2014, at 6:00 p.m., at the Lone Tree City Council Chambers located at 8527 Lone Tree Parkway, Lone Tree, Colorado 80124.

Attendance

In attendance were:

James D. Gunning, Mayor  
Jacqueline Millet, Mayor Pro Tem  
Harold Anderson, Council Member  
Kim Monson, Council Member  
Susan Squyer, Council Member

Also in attendance were:

Seth Hoffman, City Manager  
Jennifer Pettinger, City Clerk  
Steve Hebert, Deputy City Manager  
Chief Jeffery Streeter, Lone Tree Police Department  
Kristin Baumgartner, Finance Director  
Kelly First, Community Development Director  
Lisa Rigsby Peterson, Lone Tree Arts Center Director  
Neil Rutledge, Assistant City Attorney, White, Bear and Ankele, P.C.  
John Cotten, Public Works Director, TST, Inc.

Call to Order

Mayor Gunning called the meeting to order at 6:04 p.m., and observed that a quorum was present.

Executive Session

Mayor Gunning announced City Council intends to convene in Executive Session. Neil Rutledge, Assistant City Attorney, stated the Executive Session is for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, personnel matters, and/or instructing negotiators, under C.R.S. Section 24-6-402 (4)(e) concerning a franchise agreement. Mayor Pro Tem Millet moved, seconded by Council Member Squyer, for City Council to recess and convene in Executive Session for the reasons stated. The motion passed unanimously.

Council adjourned to an Executive Session at 6:05 p.m.

The Executive Session was adjourned at 6:40 p.m.

Mayor Gunning reconvened the meeting in Regular Session at 7:00 p.m., following a short recess.

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Pledge of Allegiance

Mayor Gunning led those assembled in reciting the Pledge of Allegiance.

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Amendments to the Agenda

There were no amendments to the agenda.

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Conflict of Interest

There was no conflict of interest.

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Public Comment

Jennifer Burns, 8219 Sweet Water Road, spoke to Council about the state of the gardens at Lone Tree Parkway and the Civic Center. She shared she felt the above ground hose is unsightly.

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Announcements

Kate Schaffer, Youth Commissioner, gave Council an update on the Youth Commission.

Mayor Gunning announced upcoming events.

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Consent Agenda

Mayor Gunning noted the following items on the Consent Agenda, which consisted of:

- § *Minutes of the April 1, 2014 Regular Meeting*
- § *Claims for the period of March 24 – April 7, 2014*
- § *Treasurer's Report for February, 2014*

Council Member Squyer moved, Council Member Monson seconded, to approve the Consent Agenda. The motion passed unanimously.

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Community Development

*Approval of Charles Schwab SIP 2<sup>nd</sup> Amendment #SP14-11R*

Kelly First, Community Development Director, introduced the item. Kellie Dunn, Fentress Architects, Glen Cooper, Charles Schwab, Curt Fentress, Fentress Architects, and Robin Rooney, Civitas Inc., spoke about the application and project.

Mayor Pro Tem Millet moved, Council Member Squyer seconded, to approve the Charles Schwab SIP 2<sup>nd</sup> Amendment #SP14-11R with the two conditions as noted in the staff report. The motion passed unanimously.

***RESOLUTION 14-08, ADOPTING A PLAN FOR THE AREA WITHIN THREE MILES OF THE CITY BOUNDARY #MI14-20***

Kelly First, Community Development Director, introduced the item.

Council Member Squyer moved, Council Member Monson seconded, to approve **RESOLUTION 14-08, ADOPTING A PLAN FOR THE AREA WITHIN THREE MILES OF THE CITY BOUNDARY**. The motion passed unanimously.

Administrative Matters

***RESOLUTION 14-09, APPOINTING A MEMBER TO THE YOUTH COMMISSION (Timmins)***

Council Member Squyer introduced the item.

Council Member Squyer moved, Council Member Anderson seconded, to approve **Resolution 14-09, APPOINTING A MEMBER TO THE YOUTH COMMISSION (Timmins)**. The motion passed unanimously.

***RESOLUTION 14-10, SUPPORTING A CHARTER AMENDMENT TO REQUIRE A MAJORITY VOTE FOR THE ELECTION OF MAYOR AND PROVIDING FOR RUNOFF ELECTIONS FOR MAYOR***

Neil Rutledge, Assistant City Attorney, introduced the item.

Council Member Monson moved, Council Member Anderson seconded, to approve **RESOLUTION 14-10, SUPPORTING A CHARTER AMENDMENT TO REQUIRE A MAJORITY VOTE FOR THE ELECTION OF MAYOR AND PROVIDING FOR RUNOFF ELECTIONS FOR MAYOR**. The motion passed unanimously.

***RESOLUTION 14-11, DESIGNATING LONE TREE ARTS CENTER AS THE SUCCESSOR ENTITY TO THE LONE TREE ARTS COMMISSION FOR FUNDS TO SUPPORT CULTURAL PROGRAMS***

Lisa Rigsby Peterson, Arts Center Director, introduced the item.

Council Member Anderson moved, Mayor Pro Tem Millet seconded, to approve **RESOLUTION 14-11, DESIGNATING LONE TREE ARTS CENTER AS THE SUCCESSOR ENTITY TO THE LONE TREE ARTS COMMISSION FOR FUNDS TO SUPPORT CULTURAL PROGRAMS.** The motion passed unanimously.

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Adjournment

There being no further business, Mayor Gunning adjourned the meeting at 7:51 p.m.

Respectfully submitted,

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Jennifer Pettinger, CMC, City Clerk



CITY OF LONE TREE  
STAFF REPORT

FINAL STAFF REPORT

**TO:** Mayor Gunning and City Council  
**FROM:** Kelly First, Community Development Director  
**DATE:** April 21, 2014  
**SUBJECT:** Charles Schwab Office Campus SIP, 2<sup>nd</sup> amendment (Phase 2)  
RidgeGate Section 15 Filing 19, Lot 1  
#SP14-11R

Owner:  
Charles Schwab Co., Inc.  
211 Main Street  
San Francisco, CA 94105  
Lone Tree, CO 80124  
415-667-4712

Representative:  
Kelly Dunn, Fentress Architects  
421 Broadway  
Denver, CO 80203  
303-282-6088

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**Planning Commission Meeting Date:** March 25, 2014  
**City Council Meeting Date:** April 15, 2014

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**A. CITY COUNCIL ACTION:**

The City Council approved the application, subject to the following conditions:

1. Final approval by the City of Lone Tree Public Works Department.
2. The maximum amount of office building signage shall be limited to no more than two wall mounted identification signs per office building. It is understood that all signage is subject to administrative sign permit approval.

END



CITY OF LONE TREE  
STAFF REPORT

**TO: Mayor Gunning and City Council**

**FROM: John P. Cotten, P.E.**

**DATE: April 30, 2014**

**FOR: May 6, 2014 Council meeting**

**SUBJECT: Approval of Noraa Concrete Construction Corporation  
Contract for the Lincoln Bridge Repair**

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Summary

Staff recommends that Council approve the construction Contract (attached) with Noraa Concrete Construction Corporation in the amount of \$319,466.50 for the City of Lone Tree Lincoln Avenue (Westbound) Over I-25 Improvements and authorize the Public Works Director to execute the Contract.

Cost

The total Contract cost is \$319,466.50.

Suggested Motion or Recommended Action

I move to approve the Contract with Noraa Concrete Construction Corporation in the amount of \$319,466.50 for the City of Lone Tree Lincoln Avenue (Westbound) Over I-25 Improvements and authorize the Public Works Director to execute the Contract documents.

Background

Bids were received and opened for the Lincoln Avenue Over I-25 Improvements on April 29, 2014 and Noraa Concrete Construction Corporation was the apparent low bidder. Staff checked references and the bonding company for Noraa Concrete Construction Corporation and all feedback was positive. Noraa Concrete has completed multiple projects for the City including concrete panel replacement on Lincoln Avenue in years past.

As a part of the 2014 City Budget, \$295,000 was budgeted for Lincoln panel replacement (bridge repairs). Based on the bid and other costs associated with the work, including design fees, construction management, testing and other miscellaneous costs, the current estimated cost of the project is \$345,000. The difference can be made up by eliminating or postponing the Parkway Drive

Crossing Willow Creek guardrail improvements in the amount of \$50,000. This will cover the shortage in the Lincoln bridge project.

In addition to not awarding Schedule B of this bid, staff has eliminated the sandblasting and painting of the concrete bridge rail barriers from the scope of this contract.

# CITY OF LONE TREE BID OPENING SUMMARY

Project:	<b>Lincoln Avenue WB Over I-25 Improvements</b>
Job #	<b>061-393</b>
Bid Location:	<b>Lone Tree Public Works Department</b>
Bid Date:	<b>Tuesday, April 29, 2014</b>
Bid Time:	<b>10:00 AM</b>

CONTRACTOR	Total Bid:	5% Bid Bond Signed & Submitted?	Pre-Bid Attendance Confirmed
Noraa Concrete Construction Corp.	<b>\$452,983.80</b>	Yes	Yes
Concrete Express, Inc.	<b>\$466,033.00</b>	Yes	Yes
KECI Colorado Inc.	<b>\$487,287.00</b>	Yes	Yes
ENGINEER'S ESTIMATE	<b>\$381,695.13</b>	N/A	N/A

Bids opened by: **Taylor C. Goertz, P.E., City of Lone Tree Public Works**

Witnessed by: **Steve Fletcher, City of Lone Tree Public Works**



**COST ESTIMATE**

Client: City of Lone Tree  
Project: Lincoln Avenue Over I-25 Improvements (WB)

Job No: 061-393

Date: 04/29/14

<i>Bid Schedule A - Bridge Improvements</i>				Engineer's Opinion		Noraa Concrete Construction Corp.		Concrete Express, Inc.		KECI Colorado, Inc.	
No.	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
202	Removal of Sidewalk	43	SY	\$33.08	\$1,422.23	\$60.00	\$2,580.00	\$42.00	\$1,806.00	\$27.00	\$1,161.00
202	Removal of Curb and Gutter	62	LF	\$14.70	\$911.40	\$28.00	\$1,736.00	\$22.00	\$1,364.00	\$14.00	\$868.00
202	Removal of Concrete Pavement	221	SY	\$27.04	\$5,975.29	\$86.00	\$19,006.00	\$52.00	\$11,492.00	\$50.00	\$11,050.00
202	Removal of Asphalt Mat (Planing)	140	SY	\$19.43	\$2,719.50	\$19.25	\$2,695.00	\$50.00	\$7,000.00	\$22.00	\$3,080.00
202	Removal of Bridge Railing	118	LF	\$27.83	\$3,283.35	\$60.00	\$7,080.00	\$48.00	\$5,664.00	\$64.00	\$7,552.00
202	Removal of Portions of Present Structure	1	LS	\$13,125.00	\$13,125.00	\$8,057.00	\$8,057.00	\$10,000.00	\$10,000.00	\$9,600.00	\$9,600.00
202	Sandblasting	3,942	SF	\$0.53	\$2,069.55	\$2.40	\$9,460.80	\$1.30	\$5,124.60	\$6.00	\$23,652.00
208	Erosion Control	1	LS	\$2,310.00	\$2,310.00	\$8,465.00	\$8,465.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00
304	Aggregate Base Course (Class 6)	76	CY	\$57.75	\$4,389.00	\$46.00	\$3,496.00	\$120.00	\$9,120.00	\$164.00	\$12,464.00
403	Hot Bituminous Pavement (Grading SX) (100) (PG 64-22)	15	TON	\$204.75	\$3,071.25	\$443.00	\$6,645.00	\$730.00	\$10,950.00	\$341.00	\$5,115.00
412	Concrete Pavement (10 Inch) (Fast Track)	221	SY	\$144.90	\$32,022.90	\$220.00	\$48,620.00	\$225.00	\$49,725.00	\$128.00	\$28,288.00
515	Concrete Sealer	10	SY	\$44.10	\$441.00	\$59.00	\$590.00	\$20.00	\$200.00	\$72.00	\$720.00
518	Bridge Expansion Device (0-2 Inch)	82	LF	\$85.05	\$6,974.10	\$154.00	\$12,628.00	\$133.00	\$10,906.00	\$136.00	\$11,152.00
601	Class E Concrete	3	CY	\$2,310.00	\$6,930.00	\$2,150.00	\$6,450.00	\$2,400.00	\$7,200.00	\$1,700.00	\$5,100.00
601	Structural Concrete Coating	4,727	SF	\$1.58	\$7,445.03	\$2.50	\$11,817.50	\$2.20	\$10,399.40	\$11.00	\$51,997.00
602	Reinforcing Steel (Epoxy Coated)	731	LB	\$1.84	\$1,343.21	\$2.50	\$1,827.50	\$5.00	\$3,655.00	\$4.00	\$2,924.00
606	Bridge Rail Type 4	118	LF	\$120.75	\$14,248.50	\$225.00	\$26,550.00	\$198.00	\$23,364.00	\$243.00	\$28,674.00
608	Concrete Sidewalk (6 Inch)	43	SY	\$81.90	\$3,521.70	\$97.00	\$4,171.00	\$100.00	\$4,300.00	\$84.00	\$3,612.00
609	Curb and Gutter Type 2 (I-B)	43	LF	\$28.35	\$1,219.05	\$45.00	\$1,935.00	\$48.00	\$2,064.00	\$34.00	\$1,462.00
609	Curb and Gutter Type 2 (II-B)	19	LF	\$39.90	\$758.10	\$45.00	\$855.00	\$69.00	\$1,311.00	\$44.00	\$836.00
620	Sanitary Facility	1	EA	\$525.00	\$525.00	\$1,450.00	\$1,450.00	\$410.00	\$410.00	\$450.00	\$450.00
625	Construction Surveying	1	LS	\$4,462.50	\$4,462.50	\$5,450.00	\$5,450.00	\$5,200.00	\$5,200.00	\$3,300.00	\$3,300.00
626	Mobilization	1	LS	\$21,000.00	\$21,000.00	\$17,000.00	\$17,000.00	\$17,800.00	\$17,800.00	\$18,000.00	\$18,000.00
630	Traffic Control	1	LS	\$106,260.00	\$106,260.00	\$115,550.00	\$115,550.00	\$122,000.00	\$122,000.00	\$153,000.00	\$153,000.00
700	F/A Minor Contract Revisions	1	F A	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
<b>TOTAL</b>					<b>\$266,427.65</b>		<b>\$344,114.80</b>		<b>\$356,055.00</b>		<b>\$410,057.00</b>

<i>Bid Schedule B - Resurface</i>				Engineer's Opinion							
No.	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
202	Removal of Asphalt Mat (Planing)	3,072	SY	\$19.43	\$59,688.96	\$5.50	\$16,896.00	\$5.00	\$15,360.00	\$5.00	\$15,360.00
403	Hot Mix Asphalt (Grading SX) (100) (PG 64-22)	338	TON	\$131.25	\$44,362.50	\$166.00	\$56,108.00	\$136.00	\$45,968.00	\$115.00	\$38,870.00
626	Mobilization	1	LS	\$5,250.00	\$5,250.00	\$5,150.00	\$5,150.00	\$5,450.00	\$5,450.00	\$3,000.00	\$3,000.00
630	Traffic Control	1	LS	\$5,985.00	\$5,985.00	\$30,715.00	\$30,715.00	\$43,000.00	\$43,000.00	\$20,000.00	\$20,000.00
<b>TOTAL</b>					<b>\$115,286.46</b>		<b>\$108,869.00</b>		<b>\$109,778.00</b>		<b>\$77,230.00</b>

<b>GRAND TOTAL</b>				<b>\$381,714.11</b>		<b>\$452,983.80</b>		<b>\$465,833.00</b>		<b>\$487,287.00</b>
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**NOTICE OF AWARD**

Dated May 6, 2014

TO: Noraa Concrete Construction Corporation

PROJECT: **CITY OF LONE TREE LINCOLN AVENUE WESTBOUND OVER I-25 IMPROVEMENTS**

ENGINEER'S PROJ. NO. **061393.00**

OWNER: **City of Lone Tree, Colorado**

You are hereby notified that your Bid dated April 29, 2014 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded the contract including:

**Schedule A less sandblasting and structural concrete coating.**

The Contract Price of your contract is three hundred nineteen thousand four hundred sixty six dollars and fifty cents.

(\$ 319,466.50 ).

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets 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 of this Notice of Award that is by May 17, 2014.

1. You must deliver to the OWNER four (4) fully executed counterparts of the Agreement including all of the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (paragraph 5.01) and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, OWNER will return to you two fully signed counterparts of the Agreement with the Contract Documents attached.

**City of Lone Tree, Colorado**

By: \_\_\_\_\_

Title: Public Works Director



For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item, in accordance with the attached Bid Schedule.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed by Owner or Engineer, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.07 of the General Conditions and any applicable Supplementary Conditions attached hereto. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions

## ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the thirtieth (30<sup>th</sup>) day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion progress payments will be in the amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B.5 of the General Conditions.

90% of Work completed. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

5.1.2 Upon Substantial Completion in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine or OWNER may withhold in accordance with paragraph 14.2.B.5 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

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## ARTICLE 6. INTEREST

All moneys not paid when due hereunder as provided in Article 14 of the General Conditions shall bear interest at the rate of 8% per annum, compounded monthly.

## ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 1 to 7, inclusive).

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- 8.2 Performance and other Bonds.
- 8.3 Notice of Award.
- 8.4 Notice To Proceed
- 8.5 General Conditions (pages 1 to 62, inclusive (EJCDC C-700, 2007 Edition)).
- 8.6 Supplementary Conditions (pages 1 to 15, inclusive).
- 8.7 Specifications bearing the title: **Project Manual for City of Lone Tree Lincoln Avenue Westbound over I-25 Improvements.**
- 8.8 Drawings, bearing the following general title: **City of Lone Tree Lincoln Avenue Westbound over I-25 Improvements (32 Sheets plus applicable CDOT M&S Standard Plans)**
- 8.9 Addenda numbers   0   to   0  , inclusive.
- 8.10 CONTRACTOR's Bid (pages   1   to  10 , inclusive).
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages   0   to   0  , inclusive).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

#### ARTICLE 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

#### ARTICLE 10. ILLEGAL ALIENS

- 10.1 The Contractor hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department

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Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the “Programs”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

- 10.2 The Contractor shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or 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 Agreement.
- 10.3 The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.
- 10.4 The Contractor is prohibited from using the Programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- 10.5 If the Contractor obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (a) notify the subcontractor and the Owner within three (3) days that the Contractor has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required by to C.R.S. § 8-17.5-102(2)(III)(A), 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 10.6 The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) 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).
- 10.7 Any violation of the provisions of this Section shall be deemed to be a material breach of this Agreement and the Owner may immediately terminate this Agreement for cause based on such violation. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner pursuant to C.R.S. § 8-17.5-102(3) and the City shall notify the office of the Secretary of State of such violation/termination.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_.

OWNER: **City of Lone Tree, Colorado**

CONTRACTOR: Noraa Concrete Construction Corporation

By \_\_\_\_\_

By \_\_\_\_\_

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

City of Lone Tree  
9220 Kimmer Drive  
Lone Tree, CO 80124

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

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

**NOTICE TO PROCEED**

Dated \_\_\_\_\_

TO: Noraa Concrete Construction Corporation (CONTRACTOR)

PROJECT: **City of Lone Tree Lincoln Avenue Westbound over I-25 Improvements**

PROJECT NUMBER: **061393.00**

AGREEMENT DATE: \_\_\_\_\_

OWNER: **City of Lone Tree, Colorado**

You are notified that the Contract Time under the above contract will commence to run on \_\_\_\_\_, \_\_\_\_\_. By that date, you are to start performing the Work and your other obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_, respectively.

Before you may start any Work at the site, paragraph 2.05.C of the General Conditions provides that you must deliver to the OWNER (with copies to ENGINEER) certificates of insurance which are required in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work at the site must be started by \_\_\_\_\_, as indicated in the Contract Documents.

**City of Lone Tree, Colorado**

By: \_\_\_\_\_

Title: Public Works Director