



## Lone Tree City Council Agenda Tuesday, July 21, 2015

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**Meeting Location:** City Council Meeting Room, Lone Tree Civic Center, 8527 Lone Tree Parkway.  
**Meeting Procedure:** The Lone Tree City Council and staff will meet in a public Study Session at 4:30pm. At 6:00pm and following the meeting, if necessary, the Council Meeting will adjourn and convene in Executive Session. If an Executive Session is not necessary, Council will recess for dinner. The Regular Session will be convened at 7:00pm. 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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### 4:30pm Study Session Agenda

1. Introduction of Three New Officers and Emergency Preparedness Coordinator
  2. Emergency Preparedness Goals and Objectives
  3. South Metro Denver Small Business Development Center (SBDC) Presentation
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### 6:00pm 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. Hearts Across the Miles Presentation
  9. Consent Agenda
    - a. Minutes of the July 7, 2015 Regular Meeting
    - b. Claims for the Period of June 29-July 13, 2015
    - c. Treasurer's Report for May 2015
  10. Community Development
    - a. Marriott TownePlace Suites SIP Project SP15-35R
    - b. Schwab Trainstation Cr SIP Project SP15-32R
  11. Public Works
    - a. Approval of Overlay Contract (Concrete)
  12. Administrative Matters
    - a. IGA w/Regional Transportation District (RTD) re: Southeast Rail Extension Corridor Contribution
    - b. IGA w/Rampart Range Metro District No 1 re: Cost Sharing to construct the Southeast Rail Extension Project
    - c. South I-25 Urban Corridor Capital Project Implementation Agreement re: Southeast Light Rail Extension Project
    - d. Approval of an Order of the City Council Fixing a Place and Time for a Hearing on a Petition for Organization of the proposed Lone Tree Business Improvement District
  13. Council Comments
  14. Adjournment
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## **City of Lone Tree Upcoming Events**

**more info available at [www.cityoflonetree.com](http://www.cityoflonetree.com) and [www.lonetreeartscenter.org](http://www.lonetreeartscenter.org)**

The next Summer Concert, featuring Freddy Jones Band, will be on Saturday, August 1st in Sweetwater Park at 6pm

National Night Out is August 4th

Laughter on the Lawn w/Comedian Sam Adams at LTAC on Saturday, July 25

Colorado Symphony: Summer Pops at LTAC on Sunday, August 2nd

Rave On! The Buddy Holly Experience at LTAC on August 7 & 8

**MINUTES OF A REGULAR MEETING  
OF THE COUNCIL OF THE  
CITY OF LONE TREE  
HELD  
July 7, 2015**

A regular meeting of the Council of the City of Lone Tree was held on Tuesday, July 7, 2015, at 7:00 p.m., at the Lone Tree City Council Chambers located at 8527 Lone Tree Parkway, Lone Tree, Colorado 80124.

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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  
Jeff Holwell, Economic Development Director  
Chief Jeffery Streeter, Lone Tree Police Department  
Kristin Baumgartner, Finance Director  
Kelly First, Community Development Director  
Jeannene Bragg, Lone Tree Arts Center Technical Director  
Neil Rutledge, City Attorney, White, Bear and Ankele, P.C.  
John Cotten, Public Works Director, TTG Corp.

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Call to Order

Mayor Gunning called the meeting to order at 7:00 p.m., and observed that a quorum was present.

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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.

### Conflict of Interest

There was no conflict of interest.

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### Public Comment

Sophia Kenney, Youth Commissioner, gave Council an update on the Youth Commission.

Tom Monson, 8173 Sweetwater Road, stated his comments from the last Council meeting were not accurately reflected in the draft minutes. Mr. Monson said he spoke on the matter not in support of the bridge but in regard to the cost differences. He stated he said if the bridge was going forward he only suggested building the lower price bridge and that he wasn't in favor of the project. He shared he wanted to have his comments accurately reflected in the record.

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### Announcements

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 June 16, 2015 Regular Meeting*
- *Claims for the period of June 8-29, 2015*

Council Member Anderson moved, Mayor Pro Tem Millet seconded, to remove the minutes from the consent agenda. The motion passed with a vote of 5-0.

Mayor Pro Tem Millet moved, Council Member Anderson seconded, to approve the claims on the consent agenda. The motion passed with a vote of 5-0.

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### Community Development

#### ***Public Hearing: Approval of 2015 Comprehensive Plan (continued to August 4)***

Mayor Gunning opened the public hearing at 7:05 p.m.

Kelly First, Community Development Director, requested the hearing be continued to the August 4, 2015 Council meeting at 7:00 p.m.

Mayor Gunning opened the public hearing for comment at 7:05 p.m.

There was no public comment.

Mayor Pro Tem Millet moved, Council Member Squyer seconded, to continue the

public hearing to August 4, 2015 at 7:00 p.m. The motion passed with a vote of 5-0.

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### Public Works

#### *Approval of Rueter Hess Recreation Authority IGA*

John Cotten, Public Works Director, introduced the item.

Council Member Monson moved, Council Member Anderson seconded, to approve the IGA with Parker Water and Sanitation District and other governmental agencies regarding the creation of a Rueter-Hess Recreation Authority. The motion passed with a vote of 5-0.

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#### *Approval of Reimbursement Agreement for Arts Center Driveway and Town Ridge Drive*

John Cotten, Public Works Director, introduced the item.

Council Member Anderson moved, Mayor Pro Tem Millet seconded, to approve the reimbursement agreement with Rampart Range Metropolitan District No. 1 for the Arts Center driveway reconstruction and Town Center Drive construction. The motion passed with a vote of 5-0.

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### Minutes

#### *Minutes of the June 16, 2015 Regular Meeting*

Jennifer Pettinger, City Clerk, suggested amending the minutes, in regard to Mr. Monson's comments in regard to the Lincoln Pedestrian Bridge, in the following manner:

Tom Monson, 8173 Sweetwater Road, did not speak in favor of the project but stated if the City did go forward with the project he would encourage them to choose the lower cost option.

Council Member Anderson moved, Mayor Pro Tem Millet seconded, to approve the Minutes of the June 16, 2015 Regular Meeting with the suggested amendment. The motion passed with a vote of 5-0.

### Adjournment

There being no further business, Mayor Gunning adjourned the meeting at 7:30 p.m.

Respectfully submitted,

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Jennifer Pettinger, CMC, City Clerk



CITY OF LONE TREE  
STAFF REPORT

**Project Summary**

**Date:** July 21, 2015 City Council Meeting

**Project Name:** RidgeGate Filing No. 18, Lot 3  
Site Improvement Plan (Marriott TownePlace Suites)

**Location:** The property is located in RidgeGate in a master-planned area called RidgeGate Commons on a pad site of the Cabela's development – it is west of I-25 and south of RidgeGate Parkway.

**Project Type / #:** Site Improvement Plan (SIP), Project SP15-35R

**Staff Contacts:** Kelly First, Community Development Department Director  
Hans Friedel, Planner II

**Meeting Type:** Public Meeting

**Summary of Request:**

Approval of a Site Improvement Plan (SIP) to construct a four-story, 72,562 square-foot, Marriott TownePlace Suites hotel featuring 121 guest rooms on a 3.31-acre parcel in RidgeGate.

**Planning Commission Recommendation:**

Unanimous recommendation for approval, with one condition.

**Suggested Action:**

**Approval, subject to one condition.**



CITY OF LONE TREE  
STAFF REPORT

**TO:** Mayor Gunning and City Council

**FROM:** Kelly First, Community Development Director  
Hans Friedel, Planner II

**DATE:** July 13, 2015

**FOR:** July 21, 2015 City Council Meeting

**SUBJECT:** RidgeGate Filing No. 18, Lot 3  
Site Improvement Plan (Marriott TownePlace Suites)

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**Owner**  
RidgeGate Investments Inc.  
10270 Commonwealth St.  
Lone Tree, CO 80124

**Representative**  
Park Meadows TPP, LLC  
425 Soledad  
San Antonio, TX 78205

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**Planning Commission Meeting Date:** June 23, 2015  
**City Council Meeting Date:** July 21, 2015

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**A. REQUEST:**

Approval of a Site Improvement Plan (SIP) to construct a four-story, 72,562 square-foot, Marriott TownePlace Suites hotel featuring 121 guest rooms on a 3.31-acre parcel in RidgeGate.

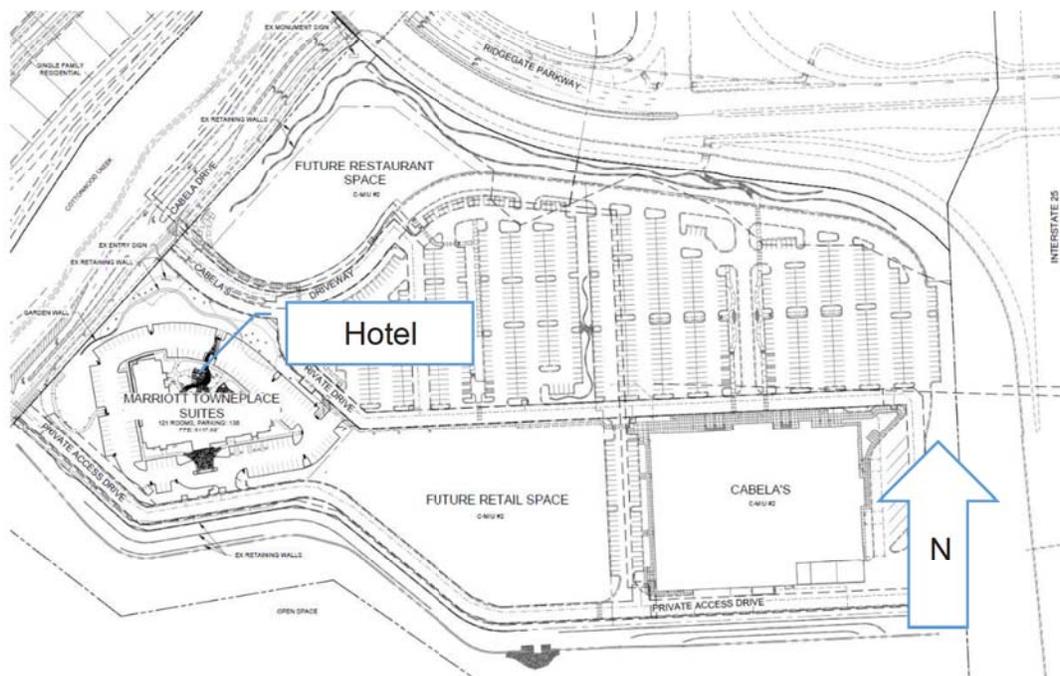
**B. LOCATION:**

The site is located in a master-planned area called RidgeGate Commons generally west of Cabela's being west of I-25 and south of RidgeGate Parkway in the RidgeGate Planned Development.

### Area Characteristics

Direction	Zoning	Land Use
North	RidgeGate PD	Undeveloped restaurant pad site
South	RidgeGate PD	Bluffs open space
East	RidgeGate PD	Undeveloped retail pad site, Cabela's
West	RidgeGate PD	Bluffs open space, Detached single family residential (Montecito)

### RidgeGate Commons and Hotel



**C. SITE CHARACTERISTICS:**

The site is north of and abutting a terraced, retaining wall and the bluffs. It offers dramatic views of Lone Tree, Centennial, Denver, and the south I-25 corridor area. The property has been overlot graded, and it has been revegetated with prairie grass. Elevation contours range from approximately 6,100 feet to 6,120 feet above sea level, with the site generally higher in the middle and sloping down towards the northern, eastern, and western perimeters.

**D. SERVICE PROVIDERS:**

Water:	Southgate Water District
Sanitation:	Southgate Sanitation District
Police:	Lone Tree Police
Fire:	South Metro Fire Rescue Authority
Metro District:	Rampart Range Metropolitan District

**E. BACKGROUND:**

The site was envisioned as a future hotel use site on the approved site plan for Cabela's (project number SP12-18R). This project has been reviewed and approved by the RidgeGate Design Review Committee (DRC). It underwent significant architectural, site plan, and landscaping enhancement through the DRC process. The DRC meeting minutes are attached.

**F. DESCRIPTION:**

**Zoning.** The site is zoned Planned Development (PD) under the RidgeGate Planned Development 4<sup>th</sup> Amendment. The proposed use is in conformance with zoning, as it is located within Planning Areas C/M-U #2, which allows for hotel use.

**Access.** Access will be provided via Cabela Drive and private internal drives within RidgeGate Commons. Adequate circulation is provided in and around the building. Pedestrian access is afforded via detached sidewalks connecting to the existing sidewalk running along Cabela Drive to the northwest and the existing sidewalk to the east serving the Cabela's parking lot and future retail.

**Parking.** The amount of parking proposed is compliant with the City's minimum requirements for a hotel use.

**Site Design.** The north side of the site consists of a landscaped, open patio area featuring a footpaths, multiple fire pits, and seat walls. The pedestrian bridge that crossed the decorative river rock stream in the outdoor patio area has been removed from earlier iterations of the site plan, and instead replaced with an at-grade walkway crossing.

The site plan also features a covered, bike service pavilion on the western corner of the parcel that is compatible with the architecture of the hotel. In addition to hotel guests, this pavilion will be available to the general public and will feature a drinking fountain, bike service station, and seating.

All service areas, trash receptacles, and generators are screened from public view. There is no rooftop mechanical equipment to screen.

**Building Design.** The building design is in conformance with the overall intent of the City of Lone Tree Design Guidelines. The architectural concept is intended to be contemporary but conservative, and designed to transition between the lodge-style architecture of Cabela's and the character of homes in Montecito. Through variation in building materials and color, the building form is articulated and features various columnar features interrupting the horizontal base, middle, and top. The main entry is oriented to the south and is defined by a porte cochere.

The building is four stories high, is situated along the toe of a bluff, but does not extend above the top of the adjacent bluff. Vertical elements, such as stone and stucco features, window orientation, horizontal courses, and architectural embellishments are added to help break up the building form. Though the building is only visible from public rights-of way to from the north, east, and west, "360 degree" architectural treatment has been applied to this building design.

Building materials include stucco, natural stone, and exposed (treated) wood timbers projecting out from gabled areas that provide architectural variety. The building colors are muted, earth-tones in keeping with the City's Design Guidelines and context and generally consist of browns, greens, and beiges. The variety of materials combined with the proposed variations in building forms and colors, will help break up the mass of the building against the bluffs and provide visual interest.

### North Elevation



**Landscaping.** The applicant has provided a palette of trees and shrubs to help screen the parking and enhance the building and site design. There is a mix of evergreen and deciduous landscape trees and shrubs for seasonal variety. The landscaping is in conformance with the City of Lone Tree Landscaping and Irrigation Requirements from the Zoning Code.

There is a proposed westward extension to the existing retaining wall on the site. Staff has requested that the addition to the retaining wall be curvilinear to blend in with the existing retention structure and appear more natural, thereby reducing visual impact. Maximum height of the wall is 2.5 feet.

**Lighting.** The location of parking lot lighting and associated specifications are included on the SIP. Lighting is compliant with City requirements.

**G. PLANNING COMMISSION REVIEW:**

*The following has been taken directly from the minutes of the Planning Commission meeting held on June 23, 2015:*

Mr. Friedel presented an overview of the proposed site improvement plan. He explained how the building was part of the original site improvement plan for RidgeGate Commons when Cabela's was approved, though the building orientation had changed. He stated that the building is lower than the bluffs as shown on the photo simulations, but that the zoning allows for a maximum building height of 250 feet, subject to FAA approval. He explained that the original design was reviewed and enhanced as a result of the review by the RidgeGate Design Review Committee (DRC). He stated that the application is in conformance with the Lone Tree Comprehensive Plan, Zoning Code, Subdivision Code and the RidgeGate Office District Sub-Area Plan. Staff recommends approval, subject to final approval by the Public Works Department. He then introduced Mr. Darryl Jones of Coventry Development Corporation.

Mr. Jones stated that they were looking for a variety of hotel types in RidgeGate, and that this extended stay hotel helps realize that objective. He mentioned that Cabela's was supportive of having a hotel in RidgeGate Commons. Mr. Jones stated that the plan for the Marriott hotel generally in keeping with the original plans for the area.

Mr. Brent Adcock, project representative and President for Propel Development, LLC, stated that the building is approximately 56-feet tall. The plan includes a covered bike pavilion that will serve not only hotel patrons, but the general public by providing a drinking fountain, bike rack with adjacent air pump, and a bench – inviting visitors to air up and refresh themselves coming to and from the trail. He stated that the parking ratio exceeded the required amount by five spaces. He said their design intent was to create a homogenous look and feel with Cabela's, while providing an enhanced exterior beyond their prototypical design through added stone and the addition of a porte-cochere.

Mr. Adcock spoke about the building orientation, stating that they wanted their guests to take advantage of the northern views from the landscaped patio. He felt that their patrons would not find it confusing to find their front door on the south side of the building. He talked about the landscape materials selection being based in large part on those selected for the Cabela's development in Lincoln Commons. Mr. Adcock explained that the lighting was selected based on the Marriott standard, and that lighting would be shielded and would not trespass on adjoining properties. He mentioned that they had put a red stake on the bluff to indicate the top of the highest roof line. He added that the site will be graded down 4 – 5 feet.

Commissioner Dodgen asked if there was a photo simulation as viewed from Montecito. Mr. Adcock responded that there was a view taken from RidgeGate Parkway at Montecito. Mr. Adcock added that the building colors were chosen to blend in with the natural landscape, and that board and batten and stone materials were added to break up the stucco and add depth to the building. He went on to state that fire pits and seating areas were added so their guest could enjoy the views, and that they had selected quality outdoor furniture. He showed a prototypical example of a Marriott TownePlace Suites extended stay hotel in Laredo, Texas, which was mostly stucco.

Chair Sippel said she appreciated seeing the other prototypical Marriott (extended stay) hotels. She suggested making a number of changes to the submittal materials before going to City Council, including labeling the orientation on the renderings, and adding north arrows, legends, and scale to the cross section pages. Chair Sippel also requested that the applicant show the bluffs and Montecito on Section A as they are shown on Sections B and C. She stated that she liked the selection of trees, but questioned the selection of the Northern Red Oak. She recommended that the applicant consider the spread of junipers next to the sidewalks. She asked about the access from private drives. Mr. Adcock showed where there were two points of access. She asked about the 4-5 foot cut for grading. Mr. Troy Kelts, the project engineer, responded that the majority of the grading was done to prepare the site for Cabela's, and that earthen material had been deposited on their site. Chair Sippel asked if they added more evergreens. Mr. Adcock responded that this was done at the request of the DRC and staff. Chair Sippel recommended that the applicant provide a photo simulation from Montecito. She also asked how the bike pavilion would be secured. Mr. Adcock explained that their maintenance staff would ensure it was maintained.

Commissioner Dodgen stated that he likes the plan and the bike hut. He asked if there were lights in the bike pavilion. Mr. Adcock said yes, and that the lighting would also provide some measure of security. Commissioner Dodgen stated he would like to see light fixtures in their

parking lot, consistent with those for Cabela's. He suggested that the applicant look into using colored concrete in the parking lot; he had observed that such has not hold up well elsewhere in RidgeGate. Commissioner Dodgen expressed that the proposed pedestrian bridge did not fit in with the project. He asked whether there would be a complementary shuttle to the light rail station and whether rental cars could be brought to the hotel. Mr. Adcock responded that they would have a shuttle, and they would promote the access to light rail.

Commissioner Kirchner expressed that it was a great looking project and a good addition to the community. He liked the bike pavilion as an amenity. He asked about the extent of the retaining walls on the site. Mr. Adcock, stated that the walls were 2 ½ - 3 foot tall and would tie into the grade. Commissioner Kirchner inquired as to whether the roofing material would be 3-tab roofing shingles or commercial dimensional shingles, stating that he preferred dimensional roofing material. Mr. Adcock responded that the roofing materials would be commercial-grade, dimensional, composite shingles. He asked if the key to the landscape materials be added to the landscape plan for ease in reviewing. Commissioner Kirchner asked if the backgrounds (such as the bluffs and Montecito) could be added on the site sections to get a better sense of size and scale.

Commissioner Steele said he was looking forward to the project; he felt they did a great job, it was in a good location, and would add to the community. He also said the DRC did a good job in helping to create the end product. Commissioner Steele asked about the wayfinding signage. Mr. Adcock said that the building sign on the east side of the building would be visible from I-25, and that it was possible they would add signage on the north side of the building, but wanted to be considerate of the Montecito residents. Mr. Darryl Jones added that the Cabela's sign would include the hotel name, and the name would also be on the freestanding sign along RidgeGate Boulevard, but that they would continue to look at this.

Commissioner Steele asked about lighting in the bike pavilion (whether it would be by a switch, timer, or photocell), and his concerns for the impact on Montecito residents. Mr. Adcock said they could put it on a timer switch in deference to Montecito residents. Commissioner Steele asked what impact wind would have on landscaping given the elevated site. Mr. Adcock answered that if the plants worked well at Cabela's, it would work on their site as well, and that they could reevaluate that as time goes on. Commissioner Steele asked about water runoff and whether native grasses would be used. Mr. Adcock responded that a more manicured lawn would be used closer to the hotel, but would transition to native grass the further away from the hotel. Commissioner Steele asked about access to the bike pavilion. Mr. Adcock responded that they plan to tie the

sidewalk to the hut. Commissioner Steele stated that Cabela's set a good standard and Marriott have also stepped up. He liked the rock in the landscaping, and stated that it was a nice development.

Commissioner Kline expressed that the Marriott was a good addition to the community, and thought the bike pavilion was awesome. He asked if the applicant planned on signage to welcome the public to the bike pavilion. Mr. Adcock responded that they could add that. Commissioner Kline said he would like wayfinding signage coming from the west. He also asked if the fire pits would be active every night. Mr. Adcock answered yes, and that if the winds caused the gas flame to blow out, the pit had a safety cut-off switch. He added that the staff would turn off the fire pit each night. Commissioner Kline asked if the stone in the fire pit would be compatible with the stone on the building, and Mr. Adcock said that it would.

Commissioner Kline added that he also did not like the design of the pedestrian bridge. He also agreed that the lighting in the parking lot should be the same as that in the Cabela's lot for continuity. He asked if the standing-seam metal roof would be on the dormers, and Mr. Adcock responded that it would not. Commissioner Kline asked how the louvers on the air conditioning units would be maintained, since they would be painted. Mr. Adcock answered that they are looking at color options for the windows and louvers, and Carlos Valenzuela, from Propel Construction, said that the finish on the air conditioning units would be powder coated, so the warranty is good.

Chair Sippel inquired about the white horizontal course line on the building. Mr. Adcock responded that these were EIFS accents and would tie the Hardy Board to the stone.

Commissioner Mikolajczak asked Mr. Adcock to confirm the building material colors. Mr. Adcock showed an optional color for the green, stating they were looking at more of a muted green color. He added that the color of the lumber at the porte-cochere would be a natural finish.

Commissioner Mikolajczak asked about the stucco finish. Mr. Adcock stated it would be more of a knock down finish; they like a more smooth texture as it holds up better. Commissioner Mikolajczak stated that he likes the orientation of the building, since it opens up the areas on both sides of the building and provides good views. He felt the orientation would invite people outside to enjoy the weather and the patio provides a place for people to come together. He likes the muted green color.

Commissioner Mikolajczak asked how people would access the site. Mr. Adcock responded that most people would come up Cabela's Drive.

Commissioner Mikolajczak asked about landscaping and sidewalks on the private drives. Mr. Jones responded that they were not looking at changes

and that the access will remain as it is for now. Commissioner Mikolajczak stated that the bike pavilion is genius, is good PR, and great for the community, and felt it was a beautiful project.

Commissioner Carlson stated she had overshot the turn trying to get into Cabela's; confirming the earlier discussion on the necessity of wayfinding. She asked about the red stake on the property, adding that she did not see it in the field on her last site visit. Mr. Adcock responded that the red flag is 3 feet below the white fence, which marks the highest point of the hotel property. The bluffs will be visible above the red flag. Commissioner Carlson said that she likes the mountain lodge look, as it epitomizes Colorado and matches the Cabela's theme. She added that she is thrilled to see the drinking fountain for dogs.

Chair Sippel added that she would like to see the location of the red flag identified on cross sections A and B.

Commissioner Mikolajczak asked for a clarification on the retaining wall by the bike hut. Mr. Adcock responded that they took that out, as it was not needed.

Commissioner Kirchner moved to recommend approval of the site improvement plan, conditional on Public Works approval, and Commissioner Steele seconded. The motion passed unanimously.

#### **H. REFERRALS:**

The Lone Tree Public Works Department technical comments will be addressed prior to final approval, as is standard practice and tracked with a condition of SIP approval.

Staff received referral comments of a technical nature from fire safety, utility providers, and the Douglas County; their comments will be addressed during the review process and prior to issuance of a Certificate of Occupancy as is standard practice.

The RidgeGate Design Review Committee reviewed the project (minutes are enclosed), and have approved the plans.

#### **I. STAFF FINDINGS AND RECOMMENDATION:**

Staff finds that the application is in conformance with the SIP requirements of the Lone Tree Zoning Code, the Subdivision Code, the Comprehensive Plan, and the RidgeGate Office District Subarea Plan.

Staff recommends conditional approval of the SIP to City Council, subject to the following conditions:

1. Final approval of the Site Improvement Plan is subject to City of Lone Tree Public Works approval.

**J. ATTACHMENTS:**

1. Development Application.
2. Letter of Authorization.
3. DRC Approval Letter.
4. DRC Minutes.
5. Referral Responses.
6. Narrative.
7. Statement of Design Intent.
8. SIP.
9. Renderings.

END



CITY OF LONE TREE  
STAFF REPORT

**Project Summary**

**Date:** July 21, 2015 City Council Meeting

**Project Name:** RidgeGate Section 15, Filing No. 17, Lot 5  
Site Improvement Plan Charles Schwab Trainstation Circle Building

**Location:** The site is located within the RidgeGate Planned Development District, east of the easternmost intersection of Sky Ridge Avenue and Trainstation Circle – abutting the I-25 right of way. It is within the Sky Ridge Station Transit Oriented Development Subarea Plan area.

**Project Type / #:** Site Improvement Plan (SIP), Project SP15-32R

**Staff Contacts:** Kelly First, Community Development Department Director  
Hans Friedel, Planner II

**Meeting Type:** Public Meeting

**Summary of Request:**

Approval of a Site Improvement Plan (SIP) for the proposed development of a single-story, 5,019-square-foot office building near the existing Charles Schwab I-25 highway sign.

**Planning Commission Recommendation:**

Unanimous recommendation for approval, with one condition.

**Suggested Action:**

**Approval, subject to one condition.**



CITY OF LONE TREE  
STAFF REPORT

**TO:** Mayor Gunning and City Council

**FROM:** Kelly First, Community Development Director  
Hans Friedel, Planner II

**DATE:** July 13, 2015

**FOR:** July 21, 2015 City Council Meeting

**SUBJECT:** RidgeGate Section 15, Filing No. 17, Lot 5  
Site Improvement Plan Charles Schwab Trainstation Circle Building

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**Owner**  
Charles Schwab Co., Inc.  
211 Main Street  
San Francisco, CA 94105

**Representative**  
Anthony Nemeč  
9800 Schwab Circle  
Lone Tree, CO 80124

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**Planning Commission Meeting Date:** July 14, 2015  
**City Council Meeting Date:** July 21, 2015

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**A. REQUEST:**

Approval of a Site Improvement Plan (SIP) for the proposed development of a single-story, 5,019-square-foot office building near the existing Charles Schwab I-25 highway sign.

**B. LOCATION:**

The site is located within the RidgeGate Planned Development District, east of the easternmost intersection of Sky Ridge Avenue and Trainstation Circle – abutting the I-25 right of way. It is within the Sky Ridge Station Transit Oriented Development Subarea Plan. Douglas County has issued it the address of 10160 Trainstation Circle.

**Area Characteristics**

<b>Direction</b>	<b>Zoning</b>	<b>Land Use</b>
North	RidgeGate PD	Undeveloped, hotel, future Sky Ridge RTD light rail station
South	RidgeGate PD	Hospital, structured parking
East	I-25 and RidgeGate PD to the east	I-25
West	RidgeGate PD	Future Sky Ridge RTD light rail station

**C. SITE CHARACTERISTICS:**

The site is on relatively flat terrain with a slight downward slope from west to east toward I-25. It is undeveloped and generally free of vegetation as it is currently used as a staging area for construction at Sky Ridge Medical Center. The most prominent feature on the site is a 50-foot pylon sign for the Schwab campus located on the northeast corner of the site along the I-25 frontage.

**D. SERVICE PROVIDERS:**

Water: Southgate Water District  
 Sanitation: Southgate Sanitation District  
 Police: Lone Tree Police  
 Fire: South Metro Fire Rescue Authority  
 Metro District: Rampart Range Metropolitan District

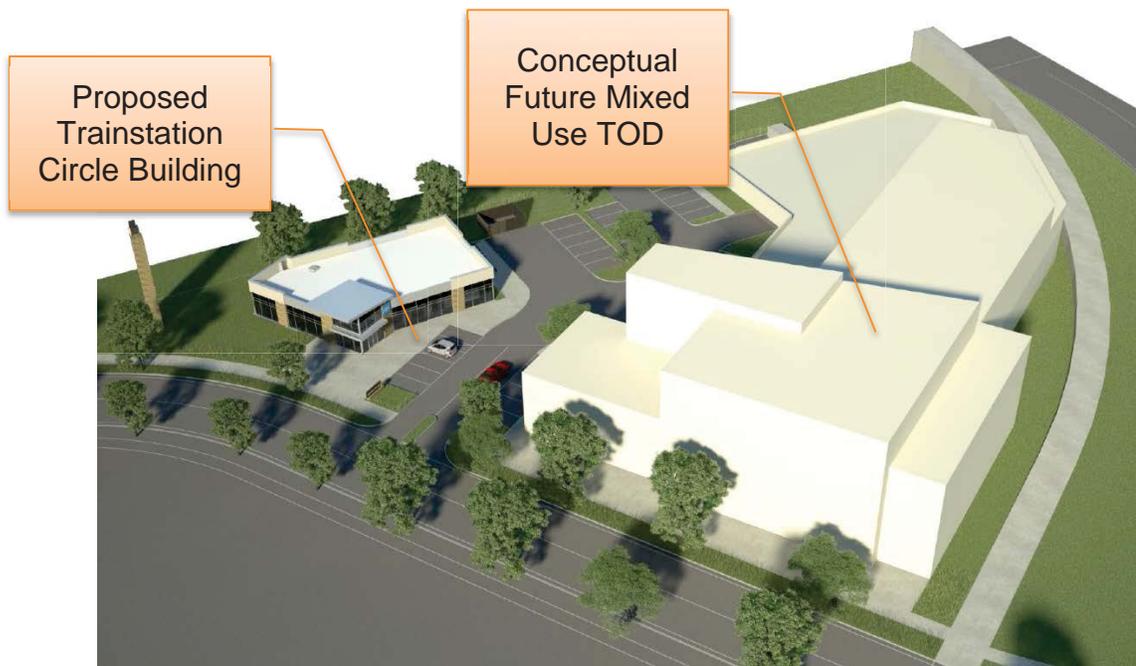
**E. BACKGROUND:**

Colorado Department of Transportation (CDOT) regulations do not allow off-premise signs along highways; therefore, the applicant is faced with either removing the 50-foot tall Charles Schwab pylon sign related to its main campus to the west, or rendering it an on-premise sign. In order for the sign to be considered on premise for CDOT's purposes, there must be a building located within 50 feet of the sign, which in turn must be occupied between 50% and 75% by the entity advertised on the sign. The applicant intends to occupy this building with a financial advisory services center housing approximately 20 employees.

The area in which this property is located is envisioned as having compact, pedestrian-oriented, mixed-use development anchored by the future Regional Transportation District (RTD) Sky Ridge light rail station. The proposed office building is positioned near the street, with pedestrian access to surrounding sidewalks and on-site bike racks. This office, though low-density itself, is intended to work with future, higher-density

development and structured parking in the area. As this office building represents only a portion of the parcel owned by the applicant, staff requested that the applicant evaluate the balance of the property to see how transit-oriented development could be achieved, along with structured parking. A conceptual, development massing plan is included for informational purposes.

### Conceptual Development Massing Plan



#### F. DESCRIPTION:

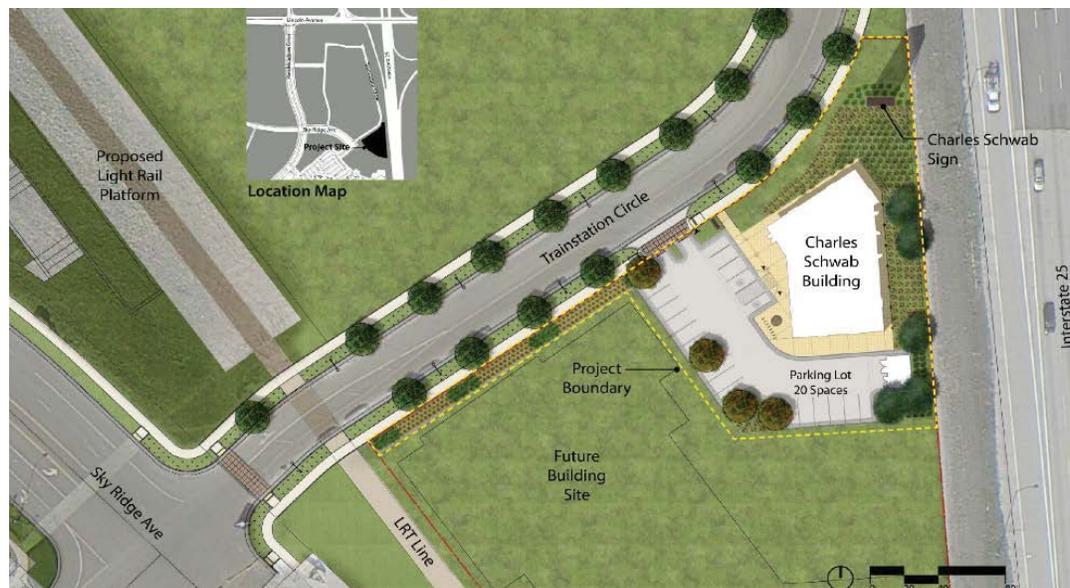
**Zoning.** The site is zoned Planned Development (PD) under the RidgeGate Planned Development 4<sup>th</sup> Amendment. The proposed commercial office use is in conformance with the zoning as prescribed in the PD, as it is located within Planning Areas C/M-U #2.

**Access.** Access will be provided via Trainstation Circle. Future improvements from the Rampart Range Metro District including sidewalks and demarked crosswalks will provide pedestrian access to the site as well as create linkages between uses in the TOD area. Specifically, a future sidewalk is shown running along both sides of Trainstation Circle. Bicycle parking is provided along the west side of the building.

**Parking.** The amount of parking proposed is compliant with the city's minimum requirements for office uses.

**Site Design.** The site is located within the Sky Ridge Station Transit-Oriented Development (TOD) Subarea Plan. The future RTD Sky Ridge Transit Station is proposed to be constructed across Trainstation Circle just northwest of the site and well within walking distance. This plan designates Trainstation Circle as an internal loop providing access to all sites within the TOD area. There will be an at-grade, light rail crossing of Trainstation Circle just west of the building site. The light rail line will then wrap around the south and west of the future building site as it curves east to cross I-25 above-grade towards the future city center (see below):

### Site Plan with Future RTD Light Rail Transit Line



**Building Design.** The building design is in conformance with the overall intent of the City of Lone Tree Design Guidelines. Its architectural concept features a prominent columnar entrance element, extensive transparency, and a mix of materials to match the existing Schwab campus including sandstone, beige stucco, and metal panels and mullions. These more vertical elements help break up the dominant window glazing that wraps horizontally around all four building elevations as well as add visual interest to the overall building form. The building is designed to complement other structures in the Schwab, Lone Tree campus. In line with Lone Tree’s Design Guidelines, “360 degree” architectural treatment has been applied to this building design, with building materials and colors wrapping the building.

**Building Orientation.** Though the covered entryway faces Trainstation Circle, the “back” of the building faces I-25. It is designed to portray a finished face to cars that pass on the highway.

**Service Areas and Enclosures.** All service areas, trash receptacles, and generators are screened from public view. A parapet wall around the roof is intended to screen any roof-mounted mechanical equipment from public view. The trash enclosure is finished in stucco with a CMU backup and a cast stone coping with a metal swing gate, powder coated to match the existing monument sign.

**Landscaping.** The applicant has provided a palette of trees and shrubs to help screen the parking and enhance the building and site design. The proposed landscaping plan is in conformance with the City of Lone Tree Landscaping and Irrigation Requirements from the Zoning Code. Additional landscaping will be used to tie the building to the existing I-25 pylon sign.

**Lighting.** The location of parking lot lighting and associated specifications are included on the SIP. Lighting is compliant with city requirements.

**G. PLANNING COMMISSION REVIEW:**

*The following has been taken directly from the draft minutes of the Planning Commission meeting held on July 14, 2015:*

Mr. Friedel provided a brief overview of the project. The applicant intends to occupy this building with a financial advisory services center housing approximately 20 employees. He then introduced Mr. Darryl Jones with Coventry development, representing RidgeGate, to introduce the applicant.

Mr. Jones stated that as this project was in the Sky Ridge Transit-Oriented Development (TOD) area, it was intended to be phased – consisting of the proposed office building first, then later a much larger development on the balance of the property as depicted in a building massing study completed by the applicant, consistent with the TOD subarea plan. He added that the intersection of Sky Ridge Avenue and Park Meadows Drive would be signalized by the end of the year – well in advance of coming apartments or this project. Furthermore, he indicated that RidgeGate and the City would continue to study the Lincoln Avenue – Park Meadows Drive intersection with the City. He then introduced Ms. Kelly Dunn, the Project Architect.

Ms. Dunn stated that Schwab received permission to build the sign from the City and referred to Hans’ background of the project as explaining the situation. The proposed building would satisfy CDOT regulations. She

described the conceptual massing plan that indicates how the balance of the site could accommodate 52,000 square feet and structured parking for 205 cars and how it is demonstrative of the development potential of the remainder of the site. She continued that the position of the proposed office building on the site was dictated by the CDOT requirement that the building be within 50 feet of the sign. She provided an overview of the landscape plan and described that the architectural character is a continuation of the Schwab campus to the west. She stated that it provides architectural cues to visitors that it relates to the main campus to the west. She stated that the architecture “recalls” the main Charles Schwab campus.

Commissioner Carlson stated that it was a straight-forward building. She inquired as to whether they would use the same type of interior lighting here as was used on the branch building at the main Schwab campus. Ms. Dunn responded that the lighting would be much more modest in this building. Commissioner Carlson asked if Schwab would own the balance of the site in the future, or lease. Mr. Kevin Bernard and Mr. Anthony Nemec were in attendance from Charles Schwab. Ms. Dunn stated their preference to sell the remainder of the site in the future. There was a question regarding the landscaping. Ms. Dunn responded that the perimeter of Trainstation Circle would be landscaped by the Rampart Range Metro District, with native grasses beyond this landscaped strip. She stated that this would dress-up and formalize the appearance of the site. She stated that the trash enclosure was wrapped with plants.

Chair Sippel stated that she liked the landscape plan and inquired as to the height limit in this area. Mr. Friedel responded that it was 250 feet subject to FAA approval.

Commissioner Dodgen thanked Charles Schwab for building in Lone Tree. He inquired as to whether the landscaped trees would block the sign – referring to RidgeGate Design Review Committee (DRC) comments included in the packet. Ms. Dunn responded that the trees were now close to the building to soften the edges, but not block the sign, and that they had been adjusted per DRC comments.

Commissioner Dodgen stated that the building was close to the highway and very visible – and that it stands out as an island. He asked whether there was any concern with the “back of the building” along I-25. Ms. Dunn responded that the DRC and staff recommended 360-degree architecture, and that spandrel glass was utilized on the east side of the building to disguise the service areas and continue the fenestration theme.

Commissioner Dodgen further inquired about noise attenuation for the offices along I-25 due to the close proximity of the building to the highway.

Ms. Dunn responded that insulated units were utilized and that there will be a corridor against the glass with offices internal.

Vice Chair Kirchner inquired as to why a stone base below the glass, as requested by staff in the DRC notes, was not included. Ms. Dunn responded that this was so Charles Schwab would have the ability to add doors in the future. He added that considering the constraints they had to work with, this building was fairly nice.

Vice Chair Kirchner inquired if the parking ratio was satisfied. Mr. Friedel responded that it was. He further inquired if bike racks were included, and Ms. Dunn responded that they were – they are located on the western side of the building near the front door.

Commissioner Mikolajczak asked whether or not Charles Schwab would have purchased this site without the sign issue. Mr. Jones stated responded that this was always an option, but that the sign issue was a catalyst. He inquired if future buildings on the site could function as something else under separate ownership and not affect the sign issue. Mr. Jones responded that as long as the proposed office building remained occupied by Charles Schwab, then the other buildings could be under separate ownership.

Commissioner Mikolajczak stated that he liked the building and it includes the look of other buildings on campus – especially the retail building which he loves. He likes that the building looks open to the highway, and due to its low profile, will help preserve an open view corridor from I-25 to the bluffs.

Commissioner Steele stated that the building looked like a jewel box and nice place to work. He stated that he was glad that the “lantern” lights at the retail building were toned down on this building. He added that the future phasing massing plan might not truly represent the site as it depicted a shared driveway. Mr. Jones responded that future development would include a reciprocal parking agreement.

Commissioner Steele furthered that it was a nice integration of building and existing highway sign, and that the office building would make the sign feel more intentional.

Commissioner Dodgen inquired if the future Regional Transportation District (RTD) light rail bridge and I-25 flyover wrapping around the property would block views of the Charles Schwab sign from motorists approaching from the south on I-25. Ms. Dunn responded that there were potential impacts on the visibility of the sign from a distance, but that Charles Schwab was aware of the future light rail crossing.

Commissioner Dodgen asked Mr. Jones if developers can hold land for an indefinite time without building on it. Mr. Jones responded that they typically included contractual construction commencement provisions in their agreements with land purchasers; however, there was no hard time frame with the second phase of this development. This would be included in their negotiations as they prefer development, not speculation.

Commissioner Mikolajczak moved to recommend approval of SP15-32R subject to final approval from Public Works, and Vice Chair Kirchner seconded, and the motion passed unanimously, with Commissioner Kline abstaining due to a stated conflict of interest.

**H. REFERRALS:**

The Lone Tree Public Works Department's technical comments will be addressed prior to final approval, as is standard practice, and tracked as a condition of SIP approval.

Staff received referral comments of a technical nature from fire safety, utility providers, and Douglas County; their comments will be addressed during the review process and prior to issuance of a Certificate of Occupancy as is standard practice.

The RidgeGate Design Review Committee reviewed the project (minutes are enclosed), and have approved the plans with suggestions (letter attached).

The Colorado Department of Transportation, in their referral response, indicated that the proposed building would bring the existing, free-standing sign oriented toward I-25 into compliance with their rules for outdoor advertising.

**I. STAFF FINDINGS AND RECOMMENDATION:**

Staff finds that the application is in conformance with the SIP requirements of the Lone Tree Zoning Code, Comprehensive Plan, RidgeGate PDD, and Sky Ridge TOD Subarea Plan.

Staff recommends approval of the SIP to City Council, subject to the following condition:

1. Final approval of the Site Improvement Plan is subject to City of Lone Tree Public Works approval.

**J. ATTACHMENTS:**

1. Development Application.
2. Letter of Authorization.
3. DRC Approval.
4. DRC Minutes.
5. Referral Responses.
6. Narrative.
7. Statement of Design Intent.
8. SIP.
9. Renderings.

END



CITY OF LONE TREE  
STAFF REPORT

**TO: Mayor Gunning and City Council**

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

**DATE: July 15, 2015**

**FOR: July 21, 2015 Council meeting**

**SUBJECT: Approval of Silva Construction Inc. Contract for the 2015 Concrete Replacement**

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Summary

Staff recommends that Council approve the construction Contract (attached) with Silva Construction Inc. in the amount of \$620,460.00 for the City of Lone Tree 2015 Concrete Replacement project and authorize the Public Works Director to execute the Contract.

Cost

The total Contract cost is \$620,460.00.

Suggested Motion or Recommended Action

I move to approve the Contract with Silva Construction Inc. in the amount of \$620,460.00 for the City of Lone Tree 2015 Concrete Replacement and authorize the Public Works Director to execute the Contract documents.

Background

Bids were received and opened for the 2015 Concrete Replacement on July 14, 2015 and Silva Construction Inc. was the apparent low bidder. Staff checked references and the bonding company for Silva Construction Inc. and all feedback was positive. Silva Construction has not completed any contracts for the City of Lone Tree but has completed similar scopes of work throughout the metro area.

The scope of work for this contract includes concrete replacement in the Carriage Club Estates Subdivision in preparation for the 2015 Overlay in addition to concrete pavement replacement within the two (2) roundabouts within RidgeGate West Village and miscellaneous concrete replacement in other areas of the City.





**BID TABULATION**

Client: City of Lone Tree  
Project: 2015 Concrete Replacement

Job No: 061-401

Date: 7/14/2015

<i>Bid Schedule A - 2015 Concrete Replacement Carriage Club Estates Concrete Replacement</i>				Engineer's Opinion		Silva Construction Inc.		Thout Bros.		Nora Concrete	
No.	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Handicap Replacement	12	EA.	\$4,000.00	\$48,000.00	\$1,700.00	\$20,400.00	\$4,300.00	\$51,600.00	\$2,225.00	\$26,700.00
2	Remove/Replace Curb/Gutter/Sidewalk	19,400	S.F.	\$7.50	\$145,500.00	\$7.50	\$145,500.00	\$6.92	\$134,248.00	\$7.50	\$145,500.00
3	Remove/Replace Concrete Crossspan	1,800	S.F.	\$14.00	\$25,200.00	\$11.70	\$21,060.00	\$11.32	\$20,376.00	\$11.00	\$19,800.00
4	Erosion Control	1	L.S.	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,280.00	\$2,280.00
5	Traffic Control	1	L.S.	\$10,000.00	\$10,000.00	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00	\$2,336.00	\$2,336.00
6	Force Account	1	L.S.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
7	Mobilization	1	L.S.	\$11,000.00	\$11,000.00	\$5,800.00	\$5,800.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
<b>TOTAL Carriage Club Estates</b>					<b>\$266,200.00</b>		<b>\$224,560.00</b>		<b>\$243,724.00</b>		<b>\$231,616.00</b>

<i>Bid Schedule B - 2015 Concrete Replacement #2 RidgeGate Parkway Roundabouts</i>				Engineer's Opinion		Silva Construction Inc.		Thout Bros.		Nora Concrete	
No.	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Remove/Replace Concrete Pavement (10-Inch)	16,500	S.F.	\$15.00	\$247,500.00	\$11.70	\$193,050.00	\$11.32	\$186,780.00	\$15.50	\$255,750.00
2	Remove/Replace Concrete Curb & Gutter	1,000	L.F.	\$16.00	\$16,000.00	\$26.00	\$26,000.00	\$28.00	\$28,000.00	\$36.00	\$36,000.00
3	Erosion Control	1	L.S.	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$3,950.00	\$3,950.00
4	Traffic Control	1	L.S.	\$18,000.00	\$18,000.00	\$5,800.00	\$5,800.00	\$15,000.00	\$15,000.00	\$21,500.00	\$21,500.00
5	Mobilization	1	L.S.	\$14,200.00	\$14,200.00	\$5,800.00	\$5,800.00	\$6,000.00	\$6,000.00	\$16,000.00	\$16,000.00
<b>TOTAL #2 RidgeGate Parkway Roundabouts</b>					<b>\$298,200.00</b>		<b>\$231,650.00</b>		<b>\$237,280.00</b>		<b>\$333,200.00</b>

<i>Bid Schedule C - 2015 Concrete Replacement #3 Miscellaneous Concrete</i>				Engineer's Opinion		Silva Construction Inc.		Thout Bros.		Nora Concrete	
No.	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Remove/Replace Concrete Curb & Gutter	1,100	L.F.	\$16.00	\$17,600.00	\$28.00	\$30,800.00	\$28.00	\$30,800.00	\$35.00	\$38,500.00
2	Remove/Replace Curb/Gutter/Sidewalk	6,500	S.F.	\$7.50	\$48,750.00	\$7.40	\$48,100.00	\$6.92	\$44,980.00	\$7.50	\$48,750.00
3	Remove/Replace Concrete Sidewalk (5' Wide)	2,500	S.F.	\$7.50	\$18,750.00	\$7.40	\$18,500.00	\$6.82	\$17,050.00	\$7.00	\$17,500.00
4	Remove/Replace Concrete Crossspan	2,500	S.F.	\$14.00	\$35,000.00	\$11.70	\$29,250.00	\$11.32	\$28,300.00	\$12.00	\$30,000.00
5	Erosion Control	1	L.S.	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$3,200.00	\$3,200.00
6	Traffic Control	1	L.S.	\$10,000.00	\$10,000.00	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00	\$10,500.00	\$10,500.00
7	Mobilization	1	L.S.	\$14,200.00	\$14,200.00	\$5,800.00	\$5,800.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00
8	Force Account	1	L.S.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
<b>TOTAL #3 Miscellaneous Concrete</b>					<b>\$171,300.00</b>		<b>\$164,250.00</b>		<b>\$158,630.00</b>		<b>\$180,450.00</b>

<b>Grand Total =</b>					<b>\$735,700.00</b>		<b>\$620,460.00</b>		<b>\$639,634.00</b>		<b>\$745,266.00</b>
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**NOTICE OF AWARD**

Dated 7/22/15

TO: Silva Construction Inc.  
PROJECT: **CITY OF LONE TREE 2015 CONCRETE REPLACEMENT**  
ENGINEER'S PROJ. NO. **061-401**  
OWNER: **City of Lone Tree, Colorado**

You are hereby notified that your Bid dated July 14, 2015 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded the contract for Bid Schedules A, B, and C.

The Contract Price of your contract is six hundred twenty thousand four hundred sixty dollars and zero cents.

(\$620,460.00)

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 August 3, 2015.

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

## AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_ by and between

**City of Lone Tree, Colorado**  
(hereinafter called OWNER)

and

Silva Construction Inc.

(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1. WORK

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

### ARTICLE 2. ENGINEER

- 2.1 The Project has been designed by TTG Engineers who is hereinafter called ENGINEER will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3. CONTRACT TIME

- 3.1 The Work will be substantially completed within thirty (30) days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within forty five (45) days after the date when the Contract Time commences to run.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER three hundred fifty dollars (\$350.00) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER two hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

### ARTICLE 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the CONTRACT DOCUMENTS in current funds based on the percentage of completion of the Project.
- 4.2 This Agreement is subject to the provisions of Section 24-91-103.6, C.R.S., as amended. Owner has appropriated money equal to or in excess of the Agreement Price. This Agreement is subject to annual appropriation by Owner.

- 4.3 Owner will not issue any Change Order or other form of order or directive by Owner requiring additional compensable work to be performed by the Contractor, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Agreement Price unless the Contractor is given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in this Agreement. By executing a Change Order which causes an increase in the Agreement Price, Owner represents to the Contractor that it is being given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made. Any claim for additional compensation shall be in full compliance with Section 24-91-103.6(4), C.R.S., as amended.

## 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 and in accordance with Section 38-26-107 C.R.S.

## 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 6, inclusive).
- 8.2 Performance and other Bonds.
- 8.3 Notice of Award.
- 8.4 General Conditions (pages 1 to 42, inclusive).
- 8.5 Supplementary Conditions (pages 1 to 13, inclusive).
- 8.6 Specifications bearing the title Project Manual for **City of Lone Tree 2015 Concrete Replacement**.
- 8.7 Drawings, bearing the following general title: **City of Lone Tree 2015 Street Overlay (8 Sheets)**.
- 8.8 Addenda numbers   1   to   2  , inclusive.
- 8.9 CONTRACTOR's Bid (pages   1   to  14 , inclusive).
- 8.10 CONTRACTOR's construction schedule.
- 8.11 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 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: Silva Construction Inc.

By \_\_\_\_\_

By \_\_\_\_\_

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

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

Address for giving notices:

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that we Silva Construction, Inc. as Principal, hereinafter called the Principal, and, Developers Surety and Indemnity Company a corporation duly organized under the laws of the State of Iowa, As Surety, hereinafter called the Surety, are held and firmly bound unto the City of Lone Tree, Colorado as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of the Total Bid Amount Dollars

(\$ (5% of Bid Amount) ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bond ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the **CITY OF LONE TREE 2015 CONCRETE REPLACEMENT.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of July, 202015.

Silva Construction, Inc.

(Principal)

By: Jose Silva

(Title) Jose Silva, President

By: Jose Silva, Jr.

(Witness) Jose Silva, Jr., Vice President

Developers Surety and Indemnity Company

(Surety)

By: Tim Mitchell

(Title) Tim Mitchell, Attorney-in-Fact

By: Teri Vallejos

(Witness) Teri Vallejos

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

\*\*\*Scott Metzger, Scott White, Tim Mitchell, Ann Ritacco, Richaed Wayne Salmon, jointly or severally\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*  
Daniel Young, Senior Vice-President  
By: *Mark Lansdon*  
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 14th day of July, 2015.

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary

ID-1438(Rev.01/15)

**BID FORM**

PROJECT IDENTIFICATION: CITY OF LONE TREE 2015 CONCRETE REPLACEMENT

THIS BID IS SUBMITTED TO: City of Lone Tree, Colorado

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty five days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
7/7/15	#1
7/8/15	#2

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings 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 BIDDER is entitled to rely.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER 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 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purpose.
- (e) BIDDER 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 or similar information or data in respect of said Underground Facilities are or will be required by BIDDER 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 Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work for the following price(s):

<b>BID SCHEDULE A- 2015 Concrete Replacement Carriage Club Estates Concrete Replacement</b>				
Item	Quantity	Unit	Unit Cost	Total
Handicap Ramp Replacement	12	EA.	1700-	20400-
Remove/Replace Existing Concrete Curb, Gutter, & Sidewalk (Monolithic)	19,400	S.F.	7.50	145500-
Remove/Replace Existing Concrete Crosspan	1,800	S.F.	11.70	21060-
Erosion Control	1	L.S.	1000-	1000-
Traffic Control	1	L.S.	5800-	5800-
Force Account	1	L.S.	\$25,000.00	\$25,000.00
Mobilization	1	L.S.	5800-	5800-
<b>TOTAL BID SCHEDULE A:</b>				
Two Hundred Twenty Four Thousand Five Hundred Sixty Dollars & <u>Zero</u> Cents				
(use words)				
(\$ <u>224560 -</u> )				

**BID SCHEDULE B- 2015 Concrete Replacement  
#2 RidgeGate Parkway Roundabouts**

Item	Quantity	Unit	Unit Cost	Total
Remove/Replace Concrete Pavement (10-Inch)	16,500	S.F.	11.70	193050-
Remove/Replace Concrete Curb & Gutter	1,000	L.F.	26-	26000-
Erosion Control	1	L.S.	1000-	1000-
Traffic Control	1	L.S.	5800-	5800-
Mobilization	1	L.S.	5800-	5800-

TOTAL BID SCHEDULE B:

Two Hundred Thirty One Thousand Six Hundred Fifty Dollars & zero Cents  
(use words)

(\$ 231650- )

**BID SCHEDULE C- 2015 Concrete Replacement  
#3 Miscellaneous Concrete**

Item	Quantity	Unit	Unit Cost	Total
Remove/Replace Concrete Curb and Gutter	1,100	L.F.	28-	30800-
Remove/Replace Concrete Curb, Gutter, & Sidewalk (Monolithic)	6,500	S.F.	7.40	48100-
Remove/Replace Concrete Sidewalk (5' Wide)	2,500	S.F.	7.40	18500-
Remove/Replace Concrete Crosspan	2,500	S.F.	11.70	29250-
Erosion Control	1	L.S.	1000-	1000-
Traffic Control	1	L.S.	5800-	5800-
Mobilization	1	L.S.	5800-	5800-
Force Account	1	L.S.	\$25,000.00	\$25,000.00

TOTAL BID SCHEDULE C:

One Hundred Sixty Four Thousand Two Hundred Fifty Dollars & zero Cents  
(use words)

(\$ 164,250 - )

TOTAL BID SCHEDULES A-C:

Six Hundred Twenty Thousand Four Hundred Sixty Dollars and zero Cents  
(use words)

(\$ 620,460.<sup>00</sup> )

5. BIDDER agrees that the Work, if awarded, will be substantially completed within thirty (30) days after contract time commences to run, and completed within forty five (45) days after contract time commences to run. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
6. The following documents are attached to and made a condition of this Bid:
  - (a) Required Bid Security
  - (b) A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid.
7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on July 14th, 20 15.

If BIDDER is:

**An Individual**

By \_\_\_\_\_

(Individual's Name)

(SEAL)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_

(Firm Name)

(SEAL)

(General Partner)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Corporation**

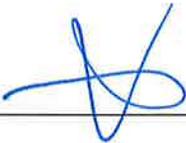
By Silva Construction Inc  
(Corporation Name)

Colorado  
(state of incorporation)

By Jose Silva  
(Name of person authorized to sign)

President  
(Title)

(CORPORATE SEAL)

Attest   
(Secretary)

Business address: 154 Cisne Circle  
Brighton, CO 80601

Phone No.: 303-710-0543

**A Joint Venture**

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

## **SECTION 00 91 13**

### **ADDENDA AND MODIFICATIONS**

#### **NUMBER 1**

**DATE: JULY 7, 2015**

#### **1.01 GENERAL**

The following changes, additions, and/or deletions are, by issuance of this Section 00 91 13, made a part of the Project Manual for **2015 CONCRETE REPLACEMENT** for The City of Lone Tree dated June 20, 2015, as if originally contained therein. Execution of the acknowledgement of receipt shall be the bidder's acceptance of the conditions herein set forth. This Section 00 91 13 shall be submitted with and attached to the submitted Bid Form. Failure to do so may result in rejection of the Bid.

#### **1.02 MODIFICATIONS TO SPECIFICATIONS**

A. Section 00 11 16 Invitation to Bid

Bid Opening date has been revised to July 14, 2015. The time and location remain the same.

#### **1.03 MODIFICATIONS TO DRAWINGS**

A. Not used at this time.

#### **1.04 CLARIFICATIONS**

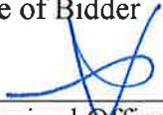
A. Not used at this time.

1.05

**ACKNOWLEDGEMENT OF RECEIPT**

Receipt is acknowledged this 7-7 day of 2015.

Silva Construction Inc  
Name of Bidder

  
Authorized Officer

Secretary  
Title

**END OF SECTION**

**SECTION 00 91 13**

**ADDENDA AND MODIFICATIONS**

**NUMBER 2**

**DATE: JULY 8, 2015**

**1.01 GENERAL**

The following changes, additions, and/or deletions are, by issuance of this Section 00 91 13, made a part of the Project Manual for **2015 CONCRETE REPLACEMENT** for The City of Lone Tree dated June 20, 2015, as if originally contained therein. Execution of the acknowledgement of receipt shall be the bidder's acceptance of the conditions herein set forth. This Section 00 91 13 shall be submitted with and attached to the submitted Bid Form. Failure to do so may result in rejection of the Bid.

**1.02 MODIFICATIONS TO SPECIFICATIONS**

A. Not used at this time.

**1.03 MODIFICATIONS TO DRAWINGS**

A. Not used at this time.

**1.04 CLARIFICATIONS**

A. Enclosed is Sheet 8A showing the limits of removal/replacement for concrete pavement within the roundabouts located within RidgeGate Parkway. This information is provided to show the expected scope of work within each roundabout.

1.05

**ACKNOWLEDGEMENT OF RECEIPT**

Receipt is acknowledged this 7/8 day of 2015.

Silva Construction Inc  
Name of Bidder

[Signature]  
Authorized Officer

Secretary  
Title

**END OF SECTION**

There will be no sub contractors in this bid.

**Suppliers**

Concrete: Brannan Sand and Gravel

Asphalt: Brannan Sand and Gravel

Road Base: Allied Recycled Aggregates and Oxford Recycling

**2015 Concrete Replacement Carriage Club Estates Concrete Replacement**

**City of Lonetree Bid Date: 07/14/2015**

***Bid Schedule A***

<b>Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
1	Handicap Ramp Replacement	12	EA	\$1,700.00	\$20,400.00
2	Remove/Replace Existing Concrete Curb, Gutter, & Sidewalk (Mono	19,400	SF	\$7.50	\$145,500.00
3	Remove/Replace Existing Concrete Crosspan	1,800	SF	\$11.70	\$21,060.00
4	Erosion Control	1	LS	\$1,000.00	\$1,000.00
5	Traffic Control	1	LS	\$5,800.00	\$5,800.00
6	Force Account	1	LS	\$25,000.00	\$25,000.00
7	Mobilization	1	LS	\$5,800.00	\$5,800.00
<b>TOTAL BID SCHEDULE A=</b>					<b>\$224,560.00</b>

***Bid Schedule B***

<b>Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
1	Remove/Replace Concrete Pavement (10-Inch)	16,500	SF	\$11.70	\$193,050.00
2	Remove/Replace Concrete Curb & Gutter	1,000	LF	\$26.00	\$26,000.00
3	Erosion Control	1	LS	\$1,000.00	\$1,000.00
4	Traffic Control	1	LS	\$5,800.00	\$5,800.00
5	Mobilization	1	LS	\$5,800.00	\$5,800.00
<b>TOTAL BID SCHEDULE B=</b>					<b>\$231,650.00</b>

***Bid Schedule C***

<b>Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
1	Remove/Replace Concrete Curb and Gutter	1,100	LF	\$28.00	\$30,800.00
2	Remove/Replace Concrete Curb, Gutter, & Sidewalk (Monolithic)	6,500	SF	\$7.40	\$48,100.00
3	Remove/Replace Concrete Sidewalk (5' wide)	2,500	SF	\$7.40	\$18,500.00
4	Remove/Replace Concrete Crosspan	2,500	SF	\$11.70	\$29,250.00
5	Erosion Control	1	LS	\$1,000.00	\$1,000.00
6	Traffic Control	1	LS	\$5,800.00	\$5,800.00
7	Mobilization	1	LS	\$5,800.00	\$5,800.00
8	Force Account	1	LS	\$25,000.00	\$25,000.00
<b>TOTAL BID SCHEDULE C=</b>					<b>\$164,250.00</b>

**TOTAL BID SCHEDULES A, B, & C= \$620,460.00**

**NOTICE TO PROCEED**

Dated \_\_\_\_\_

TO: Silva Construction Inc. (CONTRACTOR)

PROJECT: **City of Lone Tree 2015 Concrete Replacement**

PROJECT NUMBER: **061-401**

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

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

You are notified that the Contract Time under the above contract will commence to run on April 14, 2014. 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: Director of Public Works

## **Memorandum**

**DATE:** July 1, 2015 (updated)  
**TO:** Lone Tree Mayor and City Council  
**FROM:** Carolynne White and Sarah Clark, Special Counsel, BHFS  
**RE:** Summary of Agreements Regarding Southeast Rail Extension

---

This memo summarizes four agreements the City of Lone Tree (“City”) will be considering related to the extension of the Regional Transportation District’s Southeast light rail line to the south within the City boundaries to add three additional stops approximately 2.3 miles of additional trackage, and associated infrastructure in support of the Southeast Rail Extension Corridor, as more fully described in the Southeast Rail Extension Environmental Assessment signed by RTD and the Federal Transit Administration on August 6, 2014 (“Project”).

The first agreement is a master agreement between the City and the Regional Transportation District (“RTD”), in which the City agrees to deliver to RTD funding provided by the City and three other governmental entities who are contributing funds to the Project: Douglas County (“County”); Rampart Range Metropolitan District (“RRMD”); and Southeast Public Improvement Metropolitan District (“SPIMD”). This master agreement is known as the City of Lone Tree Southeast Rail Extension Corridor Contribution Intergovernmental Agreement (“RTD IGA”).

The other three agreements the City will be considering are between the City and each governmental entity contributing funds to the Project (“County IGA”; “RRMD IGA”; and “SPIMD IGA”). These agreements each set forth the respective governmental entity’s responsibility to contribute its agreed-upon share of the funding for the Project to the City. The City will then aggregate the funds and provide them to RTD in three annual payments.

In addition, the City four agreements have been negotiated in coordination with a purchase and sale agreement between RTD and RidgeGate Investments, Inc. (“RidgeGate”), which provides additional land, property, and easements to RTD necessary for the Project (“RidgeGate PSA”).

This memo explains how these agreements work together, what the City’s obligations are under each, and how the Project is anticipated to progress.

### **Master Agreement: RTD IGA**

Under federal regulations and the financial plan for the Project, a 2.5% contribution from local governments in the RTD district is required in consideration for construction of transit improvements that will benefit the local governments and their citizens. As the convener of the other contributing governmental entities, the City serves as the aggregator of funds and has led the effort to work with RTD to make the Project a reality. The principal purpose of the RTD IGA is to set forth the City’s promise to aggregate and contribute the cash portion of the local contribution, as well as the City’s promise to contribute certain real property

interests and in-kind services, in exchange for the RTD’s promise to construct the Project. The RTD IGA also contains important provisions regarding how the parties will work together to execute the Project.

The cost to complete the Project is approximately \$207 million. The City, together with the County, RRMD, SPIMD, and RidgeGate, has agreed to contribute a combination of cash, real property interests, and in-kind services totaling \$40 million. The cash component to be contributed by the City, the County, RRMD, and SPIMD is \$25 million, while the value of the real property and in-kind services is estimated to be approximately \$15 million.

Cash Component. With respect to the \$25 million cash component of the contribution, the RTD IGA provides for three annual payments – \$6,333,333.33 in 2016, \$8,333,333.33 in 2017, and \$10,333,333.34 in 2018 – payable in two equal installments each year according to the following schedule:

<b>Year</b>	<b>Date Payable</b>	<b>Amount Payable</b>
<b>2016</b>	January 2, 2016	\$3,166,666.66
	June 1, 2016	\$3,166,666.67
<b>2017</b>	January 2, 2017	\$4,166,666.66
	June 1, 2017	\$4,166,666.67
<b>2018</b>	January 2, 2018	\$5,166,666.67
	June 1, 2018	\$5,166,666.67
	<b>TOTAL</b>	<b>\$25,000,000.00</b>

These dates and amounts were negotiated based on RTD’s overall Project construction schedule and funding needs, as well as the ability of the other governmental entities to commit to making its payments to the City by certain dates. The RTD IGA further provides for an adjustment in the payment schedule if construction or federal funding is delayed, as well as for reimbursement if the Project is terminated.

Non-Cash Component. The majority of the value of the \$15 million non-cash component will be derived from the value of land and other real property interests conveyed pursuant to RTD by RidgeGate, a private landowner whose property is located within RRMD’s boundaries, pursuant to the RidgeGate PSA. However, the City owns two small parcels of land that will be conveyed to RTD along as part of the RTD IGA. The non-cash contribution will also include the value of the City’s agreement to provide RTD with non-revocable licenses to accommodate the structural components of the Project that will sit in the City’s right of way, and the value of in-kind services provided by the City such as permit review.

Other Issues. The RTD IGA contemplates that the infrastructure required to serve the Project will be constructed by RTD, not the City. Nor is it anticipated that the City will be needed to help coordinate other governmental or private entities such as utility, water, and sewer providers to facilitate RTD’s construction of the Project. However, to the extent the City’s assistance is necessary, the City’s costs in reviewing plans or negotiating any agreements will be credited toward the in-kind contribution. According to the RTD IGA, the Project will be built to meet federal, RTD, and current City design standards, and there is a dispute resolution process in the event the City desires to request additional design changes with which RTD does not agree. Finally, under the RTD IGA, RTD will provide 18 months’ notice to the City in the event that the complete City Center station will not be available and functioning on opening day of service.

**Other Agreements: County IGA, RRMD IGA & SPIMD IGA**

To facilitate the City's aggregation and payment of the \$25 million cash component as set forth in the RTD IGA, separate agreements are needed with the County, RRMD, and SPIMD. The central provisions of these agreements will establish payment schedules for the following agreed-upon funding amounts:

<b>Entity</b>	<b>Amount</b>
County	\$7,335,000
City	\$7,332,500
RRMD	\$7,332,500
SPIMD	\$3,000,000
<b>Total</b>	<b>\$25,000,000</b>

County IGA. The County IGA has been approved and executed by both the County and the City, and provides that the County will contribute \$7,335,000 toward the \$25 million cash contribution. According to the County IGA's terms, the County will pay three installments to the City as follows:

<b>County Contribution Schedule</b>	
<b>Date</b>	<b>Amount</b>
December 1, 2015	\$1,730,000
March 1, 2016	\$3,160,000
December 1, 2017	\$2,445,000
<b>Total</b>	<b>\$7,335,000</b>

The County may accelerate its third installment payment by either combining the second and third installments or by making the third installment payment alone in 2016 rather than in 2017. Other than the payment schedule, the County IGA's terms mirror many of the terms found in the RTD IGA.

RRMD IGA. RRMD has approved the key terms of the RRMD IGA, and the agreement will be ready for execution upon the City's approval. According to the terms of the RRMD IGA, RRMD will contribute \$7,332,500 in payments that follow the schedule of payments established in the RTD IGA:

<b>RRMD Contribution Schedule</b>		
<b>Year</b>	<b>Date Payable</b>	<b>Amount Payable</b>
<b>2016</b>	January 1, 2016	\$1,222,083.33
	March 31, 2016	\$1,222,083.33
<b>2017</b>	January 1, 2017	\$1,222,083.33
	March 31, 2017	\$1,222,083.33

<b>2018</b>	January 1, 2018	\$1,222,083.34
	March 31, 2018	\$1,222,083.34
	<b>TOTAL</b>	<b>\$7,332,500.00</b>

As provided for in the RTD IGA, the RRMD IGA provides for the same adjustment in the payment schedule if construction or federal funding is delayed. More than the County or SPIMD IGAs, the RRMD IGA incorporates terms from the RTD IGA.

SPIMD IGA. The SPIMD IGA has been negotiated but not approved or executed by either SPIMD or the City, and will provide for SPIMD's \$3,000,000 contribution in a schedule that follows the County IGA:

<b>SPIMD Contribution Schedule</b>	
<b>Date</b>	<b>Amount</b>
December 1, 2015	\$1,000,000
March 1, 2016	\$1,000,000
December 1, 2017	\$1,000,000
<b>Total</b>	<b>\$3,000,000</b>

Like the County IGA, the SPIMD IGA allows SPIMD to accelerate the third installment payment into 2016. Otherwise, the SPIMD IGA incorporates terms from the RTD IGA.

RidgeGate PSA. Although the City is not a party to the RidgeGate PSA, which is between RidgeGate and RTD, the City has worked with RidgeGate and RTD to ensure that the provisions of the RidgeGate PSA are consistent and coordinated with not only the RTD IGA, but also the County IGA, RRMD IGA, and SPIMD IGA. Because RidgeGate is a private landowner and the agreement is not yet approved, the agreement itself is not available at this time but additional information will be provided upon request.

**Project Schedule and Timing: RTD Approval**

In July, the RTD Board is scheduled to consider approval of the RTD IGA and the RidgeGate IGA, and to award the construction contract for the Project. The FasTracks Monitoring Committee will hear these items on July 14, and the full RTD Board will consider the package on July 28.



**CITY OF LONE TREE  
STAFF REPORT**

**TO: Mayor Gunning and City Council**

**FROM: Seth Hoffman, City Manager**  
**Jeff Holwell, Economic Development Director**

**DATE: July 15, 2015**

**FOR: July 21, 2015 City Council Meeting**

**SUBJECT: Approval of an Order of the City Council Fixing a Place  
and Time for a Hearing on a Petition for Organization of  
the proposed Lone Tree Business Improvement District**

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Summary

The City of Lone Tree has received a petition for the creation of the Lone Tree Business Improvement District, located north of Park Meadows Drive and east of Yosemite in the Entertainment District. The property owners/petitioners request that the Lone Tree City Council establish the District and submit questions to the electors of the District that would authorize an ad valorem property tax and authorize the issuance of bonds for which voter approval is required.

A public hearing regarding the petition would be required 20-40 days from this order, which would occur on August 18<sup>th</sup>. If accepted, the ballot questions would appear before the property owners of the district (electors) for the November 3<sup>rd</sup> election.

Background

As discussed at the City Council Study Session on July 7<sup>th</sup>, a group of businesses in the Entertainment District are collaborating on the establishment of the Lone Tree Business Improvement District. A petition has been submitted, and this agenda item "orders" the public hearing for its discussion on August 18<sup>th</sup>.

Suggested Motion or Recommended Action

**I Move to approve the Order of the City Council Fixing a Place and Time for a Hearing on a Petition for Organization of the proposed Lone Tree Business Improvement District.**

**ORDER OF THE CITY COUNCIL  
FIXING A PLACE AND TIME FOR A HEARING  
ON A PETITION FOR THE ORGANIZATION OF THE PROPOSED  
LONE TREE BUSINESS IMPROVEMENT DISTRICT**

WHEREAS, a Petition for Organization of the proposed Lone Tree Business Improvement District was filed in the office of the City Clerk, pursuant to the Business Improvement District Act, Section 31-25-1201, *et seq*, C.R.S. (the “Act”); and

WHEREAS, the Act requires the City Council “fix by order the place and time,” for a hearing to review the Petition for compliance with the Act; and

WHEREAS, the hearing is required to take place between twenty and forty days from the date of the order.

**NOW THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL OF  
THE CITY OF LONE TREE, COLORADO:**

1. All of the foregoing paragraphs are incorporated by reference as though fully set forth herein.
2. A hearing on the Petition for Organization of the Lone Tree Business Improvement District is fixed for Tuesday, August 18th, 2015, at 7:00pm in the City Council meeting room, Lone Tree Civic Center, 8527 Lone Tree Parkway, Lone Tree, CO 80124.
3. The City Council directs the City Clerk to provide notice by publication of the pendency of the Petition, and all other notice requirements of the Business Improvement District Act, Section 31-25-1201, *et seq*, C.R.S.

**IT IS SO ORDERED THIS 21ST DAY OF JULY, 2015.**

**CITY OF LONE TREE**

\_\_\_\_\_  
James D. Gunning, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Pettinger, CMC, City Clerk

(SEAL)

PETITION FOR ORGANIZATION  
OF THE LONE TREE BUSINESS IMPROVEMENT DISTRICT

We, the undersigned (the “Petitioners”), present this Petition for Organization (the “Petition”) of the proposed Lone Tree Business Improvement District (the “District”), pursuant to and in accordance with §§ 31-25-1201, *et seq.*, C.R.S., and in support of the Petition state:

1. Pursuant to § 31-25-1205(2), C.R.S., for purposes of this petition, the undersigned petitioners must, at the time of signing this petition be owners of real or personal property in the District having a valuation for assessment of not less than fifty percent of the valuation for assessment of all real and personal property in the service area of the District and who own at least fifty percent of the acreage in the District.

2. Pursuant to § 31-25-1205(2)(a), C.R.S., the chosen name of the District is as follows:  
Lone Tree Business Improvement District.

3. Pursuant to § 31-25-1205(2)(b), C.R.S., a general description of the boundaries of the District or the territory to be included therein is as follows: Park Meadows Drive to the south, South Yosemite Street to the west, C-470 to the north and the western boundary of 9985 Park Meadows Drive to the east. A map of the District is attached as **Exhibit A**.

4. Pursuant to § 31-25-1205(2)(c), C.R.S., a general description of the improvements to be acquired, constructed, installed, operated, or maintained or the services to be provided within and for the District include 1) parking lot and landscaping improvements and common area maintenance; 2) marketing and directional signage and 3) larger infrastructure improvements potentially including, but not limited to, those suggested in the 2013 “Lone Tree Plaza Vision Book”.

5. Pursuant to § 31-25-1205(2)(d), C.R.S., the names of three persons owning real or personal property within the District who shall represent the petitioners and who shall have the power to enter into agreements relating to the organization of the District, which agreements shall be binding on the District, are as follows:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

6. Pursuant to § 31-25-1205(2)(e), C.R.S. this petition is accompanied by a cash deposit sufficient to cover all the expenses connected with the proceedings in the event the organization of the District is not effected.

7. Pursuant to § 31-25-1213, C.R.S., it is the intent of Petitioners that the board of the District levy and collect an ad valorem tax on and against all taxable commercial property, as defined in § 31-25-1203(2), C.R.S., within the boundaries of the District at a rate of 20 mills.

WHEREFORE, pursuant to § 31-25-1205(3), C.R.S., Petitioners hereby request the approval of the Petitioner's cash deposit by the City of Lone Tree City Council (the "City Council"); and

WHEREFORE, pursuant to §§ 31-25-1206 and 31-25-1207, C.R.S., Petitioners hereby request the City Council adopt an ordinance finally and conclusively establishing the regular organization of the District; and

WHEREFORE, pursuant to §§ 31-25-1212 and 31-25-1213, C.R.S., Petitioners hereby request the City Council, acting as ex officio Board of Directors of the District, submit a question to the electors of the District, regarding the levy and collection of an ad valorem tax at a rate of 20 mills on and against all taxable commercial property, as defined in § 31-25-1203(2), C.R.S., within the boundaries of the District, or other matters for which voter approval is required under section 20 of article X of the Colorado Constitution to the electors of the District, and such election to be held for the purposes in accordance with the provisions articles 1 to 13 of title 1, C.R.S. or part 8 of article 1 of title 32, C.R.S.; and request that the City Council approve such ordinances, resolutions, and approvals as may be necessary, incidental to, or otherwise proper for the submission of such issues and questions; and

WHEREFORE, pursuant to § 31-25-1222, C.R.S., Petitioners hereby request the City Council, acting as ex officio Board of Directors of the District, submit a question to the electors of the District regarding the issuance of bonds or other matters for which voter approval is required under section 20 of article X of the Colorado Constitution to the electors of the District, and such election to be held for the purposes in accordance with the provisions articles 1 to 13 of title 1, C.R.S. or part 8 of article 1 of title 32, C.R.S.; and request that the City Council approve such ordinances, resolutions, and approvals as may be necessary, incidental to, or otherwise proper for the submission of such issues and questions.

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**WARNING**

**DO NOT SIGN THIS PETITION UNLESS YOU ARE OWNER OF REAL OR PERSONAL PROPERTY LOCATED WITHIN THE SERVICE AREA OF THE PROPOSED LONE TREE BUSINESS IMPROVEMENT DISTRICT (the “District”).**

**Do not sign this Petition unless you have read or have had read to you the Petition in its entirety and understand its meaning.**

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**By signing this Petition, I hereby certify that I am an owner of real or personal property in the service area of the District as defined above.**

**NAME**

**ADDRESS**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**NAME**

**ADDRESS**

\_\_\_\_\_  
(Signature)

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(Print Name)

**NAME**

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