



Lone Tree City Council Agenda Tuesday, July 5, 2016

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. To arrange accommodations in accordance with the Americans with Disabilities Act at public meetings, please contact the City Clerk at least 48 hours prior to the meeting.

4:30pm Study Session Agenda

1. Xcel Energy 1% Fund Recommendation
 2. Library Building Transfer Update
 3. Award of Contract for HVAC Equipment Replacement on the Municipal Office Building
 4. Award of Contract for Roof Replacement on the Municipal Office Building
 5. Approval for Capital Expenditure Exceeding \$100,000 – Sound System Components
 6. Approval for Capital Expenditure Exceeding \$100,000 – Lobby Gallery Lighting
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6:00pm Executive Session Agenda

1. Roll Call
 2. Executive Session
-

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
9. Consent Agenda
 - a. Minutes of the June 21, 2016 Regular Meeting
 - b. Claims for the Period of June 13-27, 2016
10. Administrative Matters
 - a. Award of Contract for HVAC Equipment Replacement on the Municipal Office Building
 - b. Award of Contract for Roof Replacement on the Municipal Office Building
 - c. Approval for Capital Expenditure Exceeding \$100,000 – Sound System Components
 - d. Approval for Capital Expenditure Exceeding \$100,000 – Lobby Gallery Lighting
11. Council Comments
12. Adjournment

City of Lone Tree Upcoming Events

more info available at www.cityoflonetree.com & www.lonetreeartscenter.org

- Comedian Kevin Fitzgerald with Chicken Lips Comedy Theater, Saturday, July 9th, 8:00 p.m., LTAC Main Stage
- Margaret Ozaki, Voyage A Paris, Arts in the Afternoon, Wednesday, July 13th, 1:30 p.m., LTAC Event Hall
- FACE, Tunes on the Terrace, Friday, July 15th, 8:00 p.m., LTAC Terrace Theater
- An Evening with Stephen Marchionda, Saturday, July 16th, 8:00 p.m., LTAC Main Stage

**MINUTES OF A REGULAR MEETING
OF THE COUNCIL OF THE
CITY OF LONE TREE
HELD
June 21, 2016**

A regular meeting of the Council of the City of Lone Tree was held on Tuesday, June 21, 2016, at 7:00 p.m., at the Lone Tree City Council Chambers located at 8527 Lone Tree Parkway, Lone Tree, Colorado 80124.

Attendance

In attendance were:

Jacqueline Millet, Mayor
Susan Squyer, Mayor Pro Tem
Cathie Brunnick, Council Member
Jay Carpenter, Council Member
Wynne Shaw, Council Member

Also in attendance were:

Seth Hoffman, City Manager
Jennifer Pettinger, City Clerk
Torie Brazitis, Assistant to the City Manager
Jeff Holwell, Economic Development Director
Commander Ron Pinson, Lone Tree Police Department
Kristin Baumgartner, Finance Director
Kelly First, Community Development Director
Lisa Rigsby Peterson, Lone Tree Arts Center Director
Neil Rutledge, Assistant City Attorney, White, Bear and Ankele, P.C.
John Cotten, Public Works Director, TTG Corp.

Call to Order

Mayor Millet called the meeting to order at 7:02 p.m., and observed that a quorum was present.

Pledge of Allegiance

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

Amendments to the Agenda

There were no amendments to the agenda.

Conflict of Interest

There was no conflict of interest.

Public Comment

There was no public comment.

Announcements

Mayor Millet announced upcoming events.

Presentations

Distinguished Budget Presentation Award

Kristin Baumgartner, Finance Director, presented to Council the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award.

Consent Agenda

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

- *Minutes of the June 7, 2016 Regular Meeting*
- *Claims for the period of May 30 – June 13, 2016*
- *Treasurer's Report for April 2016*

Council Member Shaw moved, Council Member Carpenter seconded, to approve the Consent Agenda. The motion passed with a 5 to 0 vote.

Public Works

Approval of Deeds Transferring Parcels to RTD for Southeast Rail Project

John Cotten, Public Works Director, introduced the item.

Council Member Shaw moved, Mayor Pro Tem Squyer seconded, for approval of the transfer of the two deeds from the City of Lone Tree to RTD. The motion passed with a 5 to 0 vote.

Administrative Matters

Acceptance of 2015 Comprehensive Annual Financial Report (CAFR)

Kristin Baumgartner, Finance Director, introduced the item and introduced Kim Higgins, Eide Bailey, Auditor. Ms. Higgins spoke about the Audit.

Council Member Carpenter moved, Council Member Brunnick seconded the acceptance of the 2015 Comprehensive Annual Financial Report. The motion passed with a vote of 5-0.

Approval of Pre-Construction Agreement with Hamon Infrastructure

John Cotten, Public Works Director, introduced the item. Phil Buckley, Corum Real Estate Group, spoke about the project.

Council Member Brunnick moved, Council Member Shaw seconded, to approve Hamon Infrastructure's contract agreement for the total IGMP Contract amount of \$5,220,000.00. The motion passed with a 5 to 0 vote.

Adjournment

There being no further business, Mayor Millet adjourned the meeting at 7:42 p.m.

Respectfully submitted,

Jennifer Pettinger, CMC, City Clerk



CITY OF LONE TREE

TO: Mayor Millet and City Council

FROM: Darin Rose, CFM, SFP GGP, Facilities Manager

FOR: July 5, 2016 City Council Meeting

DATE: June 29, 2016

SUBJECT: Award of Contract for Replacement of HVAC Equipment on the Municipal Office Building

Summary

The City received insurance proceeds from CIRSA, our insurance carrier, for hail damage discovered during a recent facility inspection. The funds received from CIRSA will be reinvested into capital replacement of the heating, ventilation and air conditioning (HVAC) systems and a new roof on the Municipal Office Building.

The rooftop HVAC equipment is over 17 years old, and at or near the end of its lifecycle. We will be replacing 24 Carrier roof top units (RTU's) with the same size and brand. The Carrier brand equipment was specified for this project because of the manufacturer's established quality and performance, as well as cost savings not needing to retrofit roof curbs to accommodate a different installation configuration.

Cost

The contract price is \$189,899. We are recommending we budget a 10% contingency of \$18,608 for a potential total cost of \$208,888 still below the amount received from CIRSA.

This project was not in the original approved 2016 budget. However, CIRSA's proceeds will be considered new revenue and will be utilized to cover the cost of this project. Since the insurance proceeds are restricted for facility repairs, Staff's recommendation is to proceed with the improvements in 2016. Staff will evaluate if a formal budget amendment is needed in November, but one is not anticipated at this time.

Suggested Motion or Recommended Action

I move to accept the proposal from AMS in the amount \$189,899 for the replacement of the HVAC equipment at the Municipal Office Building and authorize the City Manager to sign a contract for those services.

Background

The bidding process was an open invitation through the state's Rocky Mountain Bid System, with a mandatory meeting to give contractors the opportunity to inspect the equipment and site conditions. Bids were received on May 30, 2016 and evaluated during the following days.

AMS was the lowest price, but they also had the most comprehensive proposal and understand the complexities of working with municipalities and active facilities. References were checked with highly favorable feedback. AMS is a local firm located in Centennial.

The new units will provide more reliability and improved energy efficiency. An air flow verification test is planned which will help validate comfort levels for the City and tenant occupants when the installation is complete.

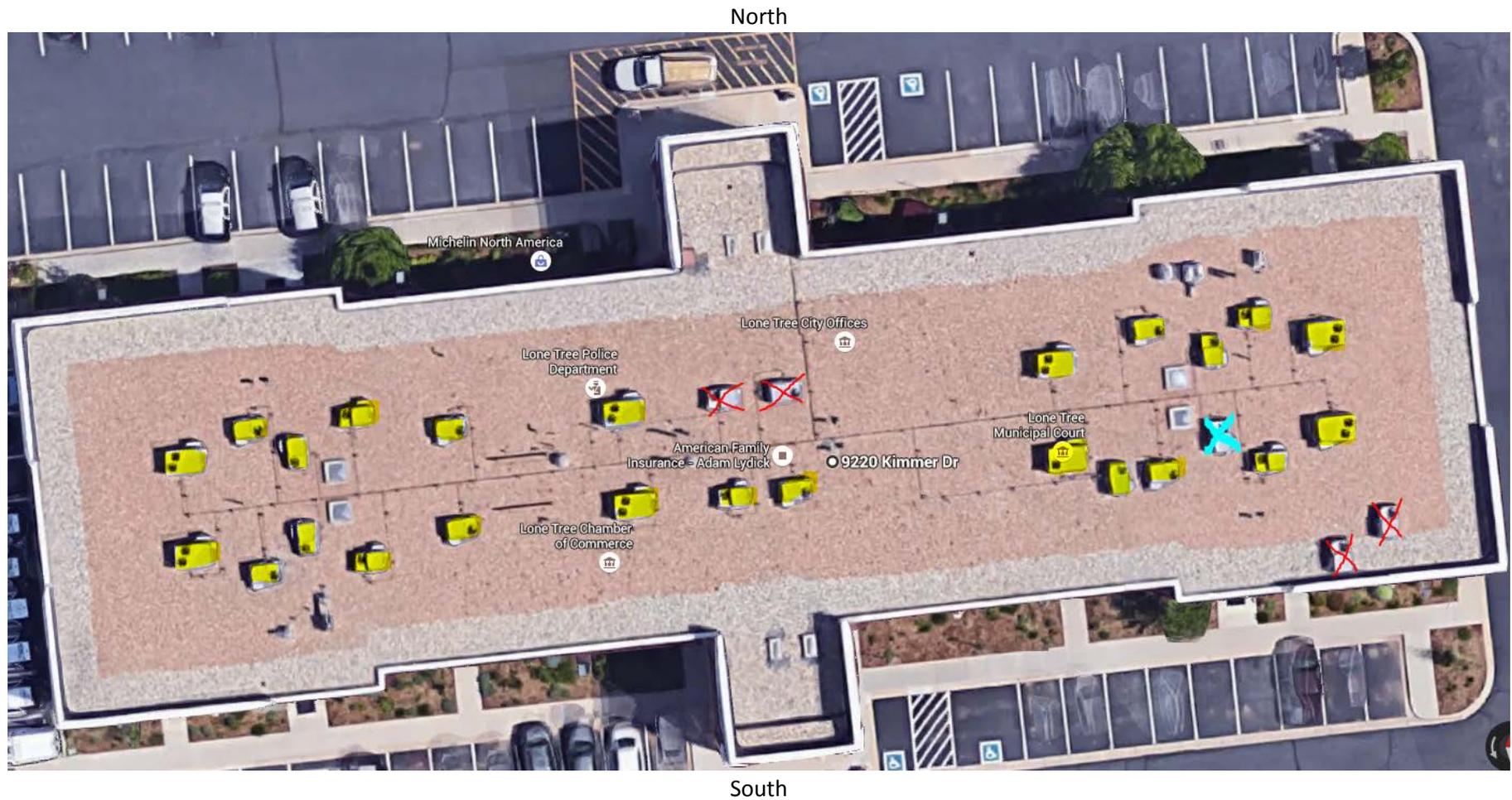
The work is estimated to take a week to complete with some weekend and overtime work required. Coordination will also take place in conjunction with the roof replacement work being conducted at the Municipal Office Building in the September/October time range.

Attachments:

Attachment A: Municipal Building Site Photo

Attachment B: Bid Summary

Attachment C: Agreement



Legend:

- Yellow Highlights: Twenty-four HVAC units to be replaced.
- Red X: Four abandoned units being removed and not replaced.
- Aqua X: One HVAC unit remains (replaced three years ago.)

HVAC Replacement

Contractor		American Mechanical Services	Reliant Heating & Air Conditioning	Colorado Mechanical Systems, Inc.	Trautman & Shreve	Westco Systems
Total Bid		\$ 189,899.00	\$ 200,500.00	\$ 209,520.00	\$ 251,120.00	\$ 257,668.00
Difference to Lead Bidder		\$ -	\$ 12,126.00	\$ 21,146.00	\$ 62,746.00	\$ 69,294.00
Percentage of Difference		0%	5.28%	9.36%	24.37%	26.30%

Additional Comments:

Company Information Provided		Y	Y	Y	Y	Y
Bid Bond Provided		Y	Y	Y	Y	Y
Performance Bond Provided		Y	Y	Y	Y	Y
Proposed Schedule		Y				
Safety Information		Y				Y

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INDEPENDENT CONTRACTOR AGREEMENT CITY OF LONE TREE HVAC REPLACEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT**, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the 5th day of July, 2016, by and between **THE CITY OF LONE TREE**, a home rule municipal corporation and political subdivision of the State of Colorado (the "City"), and **American Mechanical Services of Denver**, a Colorado LLC (the "Contractor"). The City and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City was organized pursuant to Title 31 of the Colorado Revised Statutes to provide certain services within its corporate boundaries; and

WHEREAS, the City is authorized to contract for the provision of such services pursuant to § 31-15-101, C.R.S., as amended; and

WHEREAS, funds have been budgeted and are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained; and

WHEREAS, the City desires to engage the Contractor to render the services described in this Agreement; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services"): (a) in a first-class manner, to the satisfaction of the City, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the City; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, including, without limitation, any licensing, bonding, and permit requirements, and including without limitation, any such laws relating to storage, use or disposal of hazardous wastes, substances or materials. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body

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of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the City in any manner whatsoever, except to the extent specifically provided in this Agreement.

2. TERM/RENEWAL.

a. This Agreement shall be effective as of July 5, 2016 and shall terminate upon completion of the Project.

b. This Agreement is contingent upon and subject to approval by the City Council. If such approval is granted after the effective date, the effective date shall be extended until such approval is received.

3. ADDITIONAL SERVICES. The City may, in writing, request the Contractor to provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the City pursuant to a written service/work order executed by an authorized representative of the City and the Contractor. Authorization to proceed with additional services shall not be given unless the City has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the City immediately of any and all damage caused by the Contractor to City property and that of third parties. The Contractor will promptly repair or, at the City's option, reimburse the City for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the City of all potential claims it becomes aware of. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the City the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely

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because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the City or any agent of the City and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the City's request, re-perform the Services not meeting this standard without additional compensation.

b. The Services of the Contractor shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give timely notice to the City of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the Services under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the City. Acceptance of the Services or any documents performed or prepared by the Contractor by the City shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the City, at the City's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("Monthly Report").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the "Fee Schedule" or "Contract Price," attached hereto as **Exhibit B**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit B** of this Agreement, unless said

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reimbursement or compensation is approved in writing by the City in advance of incurring such expenses prior to commencing the requested services.

b. Invoices. Invoices for the Services shall be submitted at increments as mutually determined by both the City and the Contractor, 10% retention, during the term of the Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the City to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The City shall be charged only for the actual time and direct costs incurred for the performance of the Services.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the City within thirty (30) days of receipt of (i) a timely, satisfactory and detailed invoice and (ii) if applicable, a satisfactory and detailed report, for that portion of the Services performed and not previously billed. The City may determine to waive or extend the deadline for filing the report, or may make payment for Services to the Contractor notwithstanding a delay in filing the report, upon reasonable request of the Contractor, if it is in the best interest of the City to do so. In the event a City Council meeting is not scheduled in time to review payment of an invoice, the City hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27, without the need for additional Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the City's approved budget. Such payment shall require review and approval of each report and invoice by the City Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Board meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the City. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the City, and shall be responsible for supervising its own employees or subcontractors. The City is concerned only with the results to be obtained. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, the safety of its employees, the public and the work site in general and shall

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comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by the Contractor will be deemed employees of the Contractor and will not for any purpose be considered employees or agents of the City, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the City, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY; EMPLOYMENT ELIGIBILITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with Undocumented Workers and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in § 8-17.5-101, C.R.S.) in order to verify that it does not employ any Undocumented Workers. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an Undocumented Worker who will perform work under the public contract for services contemplated herein and will participate in the E-Verify Program or Department Program (as defined in § 8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

b. The Contractor shall not knowingly 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 Undocumented Worker to perform the services contemplated herein.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an Undocumented Worker, the Contractor shall be required to:

i. Notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an Undocumented Workers.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the Undocumented Worker; 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 Undocumented Worker.

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

g. If the Contractor violates a provision of the Agreement pursuant to § 8-17.5-102, C.R.S., the City may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the City, its directors, officers, employees and agents is required for each coverage provided. The insurance policies will be endorsed to name the City and its respective managers, council members, officers, directors, partners and employees, as additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the City may carry, and any insurance maintained by the City shall be considered excess. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the City with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the City and the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

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c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained herein; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision herein. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. The Parties agree that the Contractor may, in the course of its duties hereunder, receive information concerning the City, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized City official, or pursuant to a proper request under the Colorado Open Records Act §§ 24-72-202, *et seq.*, C.R.S., to which the authorized City official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

b. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the City, the Contractor agrees to notify the owner of conflicts that impact the Services to the City.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the City under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services, shall make them available for the City's use, and shall provide such copies to the City upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any City assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated herein. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the City's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the City. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by

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the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15(b) below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the City and each of its directors, council members, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees, arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. The Contractor is not obligated to indemnify the City for the City's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability acts or other employee benefit acts.

b. The Contractor will at all times indemnify, defend and hold the City and its directors, council members, officers, managers, agents and employees harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the City resulting from such claims or liens. After written demand by the City, the Contractor will immediately cause the effect of any suit or lien to be removed from the City's property. In the event the Contractor fails to do so, the City is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Contractor or may, at the City's option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the City, defend said suit at its own cost and expense, with counsel satisfactory to the City and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the City's property.

c. This indemnity coverage shall also cover the City's defense costs in the event that the City, in its sole discretion, elects to provide its own defense. The City retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection in the performance of this Agreement. This

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defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the City. Any attempted assignment, delegation or subcontracting of this Agreement in whole or in part with respect to which the City has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the City for the performance of all Services under this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. The Contractor shall not subcontract any Services without prior written approval by the City. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained herein holding the City harmless for the acts of the subcontractor. The Contractor further agrees that any such subcontract shall be terminable for cause or convenience and that, unless directed otherwise by the City, the Contractor shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the City. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement. Neither the City's approval of any subcontractors, suppliers or materialmen, nor the failure of performance thereof by such parties, will relieve, release or affect in any manner any of the Contractor's duties, liabilities or obligations under this Agreement, and the Contractor will at all times be and remain fully liable. The Contractor agrees that each of its employees, and any subcontractors, suppliers and materialmen will be properly qualified and will use reasonable care in the performance of their duties.

18. TERMINATION. This Agreement may be terminated for cause or for convenience by the Contractor upon delivery of forty-five (45) days prior written notice to the City and by the City by giving the Contractor ten (10) days prior written notice. Such notice shall not be required for automatic expiration under Section 2 hereof. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination by either Party hereto, the Contractor shall cooperate with the City to ensure a timely and efficient transition of all work and work product to the City or its designees. Such transition shall be complete and all time, fees and costs associated with such transition shall not be billed by the Contractor to the City.

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19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have fifteen (15) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such fifteen (15)-day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the 15-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of (i) one business day after being deposited with a nationally recognized overnight air courier service or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided herein designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

To the City:

Seth Hoffman
City Manager
9220 Kimmer Drive
Suite 100
Lone Tree, CO 80124
Phone: 303-708-1818
Fax: 303-225-4949

ATTACHMENT C

With a copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
ATTORNEYS AT LAW
Attn: Neil Rutledge
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Phone: 303-858-1800
Fax: 303-858-1801

Contractor:

American Mechanical Services of Denver, LLC
Ronald Timmons
Vice President – General Manager
6810 South Tucson Way
Centennial, CO 80112
Phone: 303-806-7300
Fax: 303-806-7350

21. AUDITS. The City shall have the right to audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years thereafter and to make the same available to the City at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the City.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW / DISPUTES. The parties shall make every attempt to resolve their differences in an amicable manner. In the event of litigation arising out of or in connection with this Agreement between the parties hereto, this Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of

ATTACHMENT C

law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for Douglas County. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the City's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the City shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated. In the event of any litigation between the City and the Contractor to enforce any provision of this Agreement or any right of either Party hereto, the Parties agree that the court shall award costs and expenses to the prevailing Party, such costs and expenses to include reasonable attorneys' fees. Otherwise, each Party shall pay its own costs and fees for litigation. At the City's request, the Contractor will consent to being joined in litigation between the City and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the City to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The City does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the City pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the City's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the City Council for the City and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the City, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of City funds. The City's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the City, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity

ATTACHMENT C

afforded or available to the City pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material for judicial determination on the issue of disclosure.

33. TAX EXEMPT STATUS. The City is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the City is exempt shall not be included in any invoices submitted to the City. The City shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase the materials tax free. Pursuant to § 39-26-1 14(1)(a)(XIX)(A), C.R.S., Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

34. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

This Agreement will be effective on _____, 20_____.

CITY:
CITY OF LONE TREE, COLORADO

CONTRACTOR:
American Mechanical Services
of Denver, LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

***City's Signature Page to Independent Contractor Agreement for HVAC
Replacement with the City of Lone Tree***



CITY OF
LONE TREE

**City of Lone Tree
Municipal Building
HVAC Replacement Specification**

OVERVIEW

Site Location: 9220 Kimmer Drive, Lone Tree Colorado 80124

General Information: It is the intention of the City of Lone Tree “the City” to replace twenty-four (24) Roof Top Units due to age and hail damage. Work shall take place in September/October 2016. The final schedule shall be based upon coordination with the replacement of the roof.

BASE BID

The following is a summary of the scope of work only. All work shall comply with the manufacturer’s published specifications and warranty requirements.

Provide all required permits, fees licenses and prevailing wages.

Furnish and install twenty-four (24) Carrier brand RTU’s with matching size:

3-Ton Carrier High Efficient HC-15.2 SEER

5-Ton Carrier High Efficient HC-15.0 SEER

7.5-Ton Carrier High Efficient HC-12 SEER

Work to include, but not limited to, all demolition, disconnection and re-connection of gas and electric service, materials, equipment, crane, trucks, lifts, labor to perform the replacement of the twenty-four (24) new RTU’s.

Along with removing/replacing the twenty-four (24) existing Carrier RTU’s, there are five inactive Carrier RTU’s on the roof which also need to be removed. Provide and install fabricated curb covers, no higher than twelve inches (12”) high, once these five units are removed. The HVAC contractor shall coordinate completion of this work with the City and the roofing contractor to make sure these five areas are properly sealed.

All refrigerants shall be removed, retrieved and properly disposed from all RTU’s per Section 608 of the 1990 Clean Air Act.

All units with CFM of 2000 CFM shall have required fire devices. Termination of wiring shall be performed by the Contractor under this agreement, coordinated by the COLT’s Fire Protection company.

All RTU's must be received by the Contractor no later than thirty (30) days prior to installation to accept there is no damage from shipping, to verify all units are proper voltage, and all standard/additional specified components are included. Equipment shall be stored with the Contractor until set scheduled date for installation.

Contractor shall perform all factory required start-up procedures as well as checking for proper phasing, operation and balance of the RTU.

It is understood and agreed this work is proposed to take place during the hours of 7:00am-5:00pm. Provide estimated schedule to perform work described based upon a September 12, 2016 start date. Schedule shall include any pre-planning through to on-site installation and activation/testing.

The Contractor is responsible to provide portable sanitary facilities for all construction personnel.

Provide safety record for the last 12 months which includes man-days lost. Provide safety plan for the work proposed.

WARRANTY

A one-year warranty for labor shall be provided to cover defective parts on equipment installed by the Contractor.

ADD ALTERNATES

Provide additional and/or alternate pricing for the following options/changes:

- An hourly rate and lump sum price to perform this work during overtime.
- Provide annual price to perform quarterly preventive maintenance services per manufacture's requirements for the first year.
- Wireless control systems compatible to the installed and remaining existing equipment.
- Price temporary heating/cooling per unit, per day.



CITY OF
LONE TREE

**City of Lone Tree
Municipal Building
HVAC Addendum 1**

May 20, 2016

Listed below are answers and items of clarification for bidding the HVAC work requested by the City of Lone Tree. This information is not exhaustive of all unforeseen circumstances, but strictly based upon questions received during the job walk as well as questions submitted during the week.

1. The City is tax exempt. No taxes to be included in the pricing.
2. All work must be permitted through the City's Building Department located at 9220 Kimmer Drive. No fees shall be charged or paid.
3. Staging of materials shall be coordinated with the Roof contractor, likely on the east side of the property.
4. The Roof Access room will be made available for the contractor to access the roof.
5. Provide price for a performance bond and bid bond for 5% of the value of the project.
6. Provide price for a bid bond for 5% of the value of the project.
7. Four (4) units, not five will be removed and not replaced.
 - a. Two of these units located on the southeast side of the roof were found to not be connected in any way, only set on insulation, so only two locations will need curb covers.
 - b. Cap old gas lines at the rooftop main gas line.
 - c. Cap old electric to junction box.
8. There are twenty five (25) HVAC units on the roof, but unit #29 will not be replaced making twenty four (24) HVAC units to be replaced.
9. Electrical service outlets are required every (25') twenty five feet.
10. Provide price for gas regulator replacement.
11. Preventive Maintenance work shall include servicing all of the existing/remaining mechanical equipment on the roof.
12. Hail guards are to be included in the unit pricing.
13. Provide price for (8") eight inch curb spacer for the twenty five (25) unit curbs: Twenty four for the new units and an additional one for existing Unit #29.
14. Provide price testing, adjustment and balancing of the new twenty four (24) units.
 - a. Include a plan what work/steps this pricing will include.
15. Provide Excel spreadsheet of equipment size, model and serial numbers.

PROJECT AGREEMENT

Proposal #J1760-Revised

June 24, 2016

By and Between:

American Mechanical Service of Denver, LLC

6810 So. Tucson Way
Centennial, CO 801112
Phone: (303) 806-7300
Fax: (303) 806-7350

and

City of Lone Tree

9220 Kimmer Drive.
Lone Tree, CO 80124
Phone: (303)
Fax: (303)
Email: Darin.Rose@CityofLoneTree.com

Attn: Darin Rose

American Mechanical Service of Denver will provide Project services at: **City of Lone Tree-Municipal Building**
9220 Kimmer Drive.
Lone Tree, CO 80124

SCOPE OF WORK: Remove & replace (24) existing Carrier RTU's with new, spec'd Carrier RTU's and provide pricing option(s) for add alts, per HVAC Replacement Specification, Project # 050316-1 Municipal HVAC, dated 5/6/2016 and addendum #1 dated 5/20/2016.

- Isolate, disconnect, gas, duct, electrical & control wiring for (24) existing RTU's designated for replacement
- Furnish & install new spec'd Carrier packaged RTU's, spec'd accessories, per replacement specification
- Set new units on existing roof/duct curbs, with new 8" curb spacer/extension each and reconnect at gas, electrical power supply, duct and control wiring & add (2) electrical outlets to meet 25' distance requirement
- Furnish & install new 24V programmable T-stat controllers, one per new RTU to replace existing T-stat's
- Furnish & install/replace existing gas regulators with new regulators, sized for respective BTU capacities, gas supply & gas pipe sizes as well as new gas pipe, nipples, fittings to accommodate new RTU's. Pipe & leak test newly installed gas fittings, paint gas piping from existing isolation valve to new RTU
- Verify gas supply pressure, electrical power supply, control wiring/voltage to new RTU's and provide start-up technician(s) to provide start-up, testing and adjustment of new RTU's, per manufacturer recommendations
- Provide Test & Balance on all newly installed RTU's per replacement specification
- Provide crane/hoisting equipment for removal and placement of all existing/new RTU's/equipment to/from roof, with crane staged at rear of building, at either end(s) of building, to accommodate hoisting operations
- Provide all tools, labor, equipment, materials and hoisting equipment required to complete above scope of work and any/all elected Add Alt's below. Provide all required permit(s) and inspection(s) for scope of work

INCLUDED CLARIFICATIONS:

- a) Labor during normal working hours of 7:00 AM to 5:00 PM (M-F)
- b) Add Alt #1 for afterhours work to be done Saturday's, during hours of 6AM & 6PM (2-consecutive Saturdays)
- c) All taxes and permit fee(s) are excluded, job is priced at prevailing wage rates and 5% bid bond included with permit(s) being a not cost/no fee permit(s), per COLT
- d) Estimated Work Schedule, required per replacement specifications, is provided separately for COLT review
- e) Provide one year manufacturer parts & labor warranty, from date of install on newly installed equipment
- f) Provide crane/hoisting equipment with proposed crane work/schedule to have work done on two separate days/full days (regular business hours or two separate Saturday's) with approximately half of the RTU's removed/replaced on one day, via crane, and remaining half of RTU's removed/replaced on the following/second day/second Saturday, via crane. Any/All crane staging operations will be coordinated with roofer and COLT to ensure minimal interruptions for employees, police operations and parking operations
- g) All Test & Balance on (24) newly installed RTU's to be done during normal business hours (M-F) is to be done for newly installed RTU's, only, excluding T&B on duct & any/all air devices in finished spaces
- h) Provide Portable sanitary facilities for duration of project, staged at area designated by COLT
- i) All refrigerants/oil will be removed/reclaimed at AMS/contractor facility, upon delivery of removed RTU's to contractor facility, with all refrigerant reclaim documentation submitted to COLT upon completion
- j) Furnish, install & terminate wiring for new duct smoke detectors/fire devices, on new RTU's 2000+ CFM's
- k) Remove/dispose of (4) abandoned RTU's, cap gas & electrical & install curb covers
- l) New RTU's to be installed with new hail guards, 8" curb spacers, 24V programmable t-stat controller
- m) Add Alt pricing for OT/Saturday/afterhours working hours/rates, is listed below
- n) Add Alt pricing for New Wireless thermostat furnish/install on all new & existing RTU's, is listed below

- o) Add Alt pricing for temporary 1-ton heating/cooling unit, per day & per week (based on utilizing existing 115V/120V wall mounted receptacle(s) in affected finished space(s), is listed below priced per unit
- p) Add Alt pricing for 1st year quarterly preventive maintenance services on newly installed RTU's, per manufacturer's requirements, is listed below, to include remaining roof top equipment
- q) Safety record for past 12 months and safety plan for work proposed as well as x-cel spread sheet of new equipment sizes, quantities and model number(s) is provided, separately, per replacement specifications.
Carrier/manufacturer cannot/will not provide new RTU serial numbers at this time

EXCLUSIONS:

- **Any/All** task not specified in the above Scope of Work
- Pipe or duct cleaning, warranty or repair of any existing control wiring, equipment, controls, BAS integration, DDC integration, monitoring, remote capabilities, upgrades, etc.
- Temporary heat, filters ventilation, cooling, domestic water, duct cleaning, not specifically noted in scope/add alts
- Ceiling removal/replacement, painting, patching, redecorating
- Any/All existing roof top equipment condition, operation, upgrade, change out, troubleshooting, etc.
- Cutting/patching of HVAC openings (roof, drywall, floors, etc.) All cutting, patching, roofing to be done by others
- Dampers not shown on drawings, duct cleaning, VFD's, Magnetic Motor Starters, fire alarm termination/duct smoke detection, not specifically noted in scope/add alts
- Electrical modifications or temporary electrical power/generators, etc. needed to accommodate optional 115V heat pump/temporary heating & cooling equipment
- Roofing, Electrical, Fire Protection, Temperature Controls, Sheet Metal, Balancing (water), Architectural
- Premium labor, nights, weekends or holidays, quick ship premiums not specifically noted in scope/add alternates
- Warranty or repair of any existing equipment and/or controls.
- Architectural, Electrical, Mechanical Engineering, Load survey, Structural, Coordination Drawings
- Electrical power wiring and/or control wiring not covered by electrical contractor
- Re-use and tie-in of existing controls or any control work not specifically noted in above scope/add alternates
- Any additional time due to, but not limited to national emergencies, local emergencies, security issues that cause a work slow down or stoppage, other issues caused by the nature of this facility beyond our control
- Costs due to unforeseen hazards, engineering discrepancies and delays in work due to circumstances beyond AMS's control
- Asbestos abatement and/or hazardous materials, waste removal and disposal. While it is often possible to "suspect" that a material or product is/contains asbestos by visual determination, actual determinations can only be made by instrumental analysis. Until a product is tested, it is best to assume that the product contains asbestos. Determination of the existence and abatement of all asbestos is the responsibility of the owner
- Piping Systems: not specifically noted in above scope of work/Add Alts

EXHIBIT B
FEE SCHEDULE / CONTRACT PRICE

1. American Mechanical Services of Denver, LLC Project Agreement,
Proposal #J1760-Revised dated June 10, 2016
 - a. Option 5
 - b. Option 6
 - c. Option 8

Option #5: Perform RTU replacement scope on afterhours of a Saturday & a Sunday, in lieu of above proposed Add Alternate #1/Overtime scope for work done on two consecutive Saturday(s), all for the sum of: One Hundred Seventy Three Thousand Nine Hundred Forty Nine-----Dollars & No/100 (\$173,949.00)

Option #6: Perform T&B, already included in above scope of work/options, with T&B done on a Saturday in lieu of above proposed normal business hours, for an additional sum of: One Thousand Five Hundred Twenty Five-----Dollars & No/100 (\$1,525.00)

Option #8: Perform T&B on 125 air devices, above option of pre balance & post balance/verification, to be done afterhours/Saturday, in lieu of normal business hours option, for the additional sum of: Fourteen Thousand Four Hundred Twenty Five-----Dollars & No/100 (\$14,425.00)

This work shall be provided in accordance with the Construction and Quoted Repairs Terms and Conditions contained herein. This Agreement shall constitute the entire agreement between us.

This proposal is in effect for a period of fifteen (15) days after the above proposal date, and can be extended beyond this period only at the option of The Company, due to the volatility of raw materials i.e., copper and steel, etc.

For The Company:
American Mechanical Service of Denver LLC

Approved For The Client:
City of Lone Tree

By: Jeremy Romero c.g.s.
Special Projects

By: _____

Title: _____

Date: 24JUN2016

Date: _____

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall maintain general liability insurance, at its expense, in an amount of at least One Million Dollars (\$1,000,000.00) and insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The City and its respective managers, council members, officers, directors, partners and employees shall be named as additional insured.



CITY OF LONE TREE

STAFF REPORT

TO: Mayor Millet and City Council

FROM: Darin Rose, CFM, SFP GGP, Facilities Manager

FOR: July 5, 2016 Council Meeting

DATE: June 29, 2016

SUBJECT: Award of Contract to Replace the Roof on the Municipal Office Building

Summary

The City received insurance proceeds from CIRSA for hail damage found during a recent facility inspection. The funds received from CIRSA are being reinvested into capital replacement of the roof and HVAC systems at the Municipal Office Building.

The roof is over 17 years old, and at or near the end of its lifecycle. We will be replacing the existing ballasted EPDM roof with a fully adhered Sika Sarnafil brand PVC roof. The Sika Sarnafil roof was specified based upon past experience with the product and its durability and longevity.

Cost

The contract price is \$186,081. We are recommending we budget a 10% contingency of \$18,608 for a potential total cost of \$204,689, still below the amount received from CIRSA.

This project was not in the original approved 2016 budget. However, CIRSA's proceeds will be considered new revenue and will be utilized to cover the cost of this project. Since the insurance proceeds are restricted for facility repairs, Staff's recommendation is to proceed with the improvements in 2016. Staff will evaluate if a formal budget amendment is needed in November, but one is not anticipated at this time.

Suggested Motion or Recommended Action

I move to accept the proposal from Progressive Roofing in the amount \$204,689 for the replacement of the roof at the Municipal Building and authorize the City Manager to sign a contract for those services.

Background

The bidding process was an open invitation through the state's Rocky Mountain Bid System, with a mandatory meeting to give contractors the opportunity to inspect the existing roof and site conditions. Bids were received by May 30, 2016 and evaluated following week.

Progressive Roofing was the best price of the five contractors who bid on this project. Additional basis for their selection was: (i) they had the most comprehensive proposal, providing pricing for services as the specification requested, (ii) provided a value priced option for upgraded material, which was less than other contractors' base proposal, (iii) reference feedback was verified and highly favorable, (iv) Progressive Roofing has a regional office located in Denver.

The roofing system to be installed is different than what is currently installed.
The new system:

- Will be "fully adhered" which means the rock ballast will not be needed; insurance carriers like this because the rock may not get drawn up and thrown in a tornado.
- The material is Energy Star approved; white in finish and will help with reflectivity and keeping the building cooler in the summer, saving on utilities.
- The 4.6% cost to upgrade to a thicker 72mil roof membrane (compared to the 60mil) will translate into a 20% increased lifespan, making the roof more sustainable.
- The manufacturer Sika, requires the roof installation companies to be directly responsible for five years, opposed to the industry standard of two years. This insures quality installers perform the work and take ownership of workmanship.

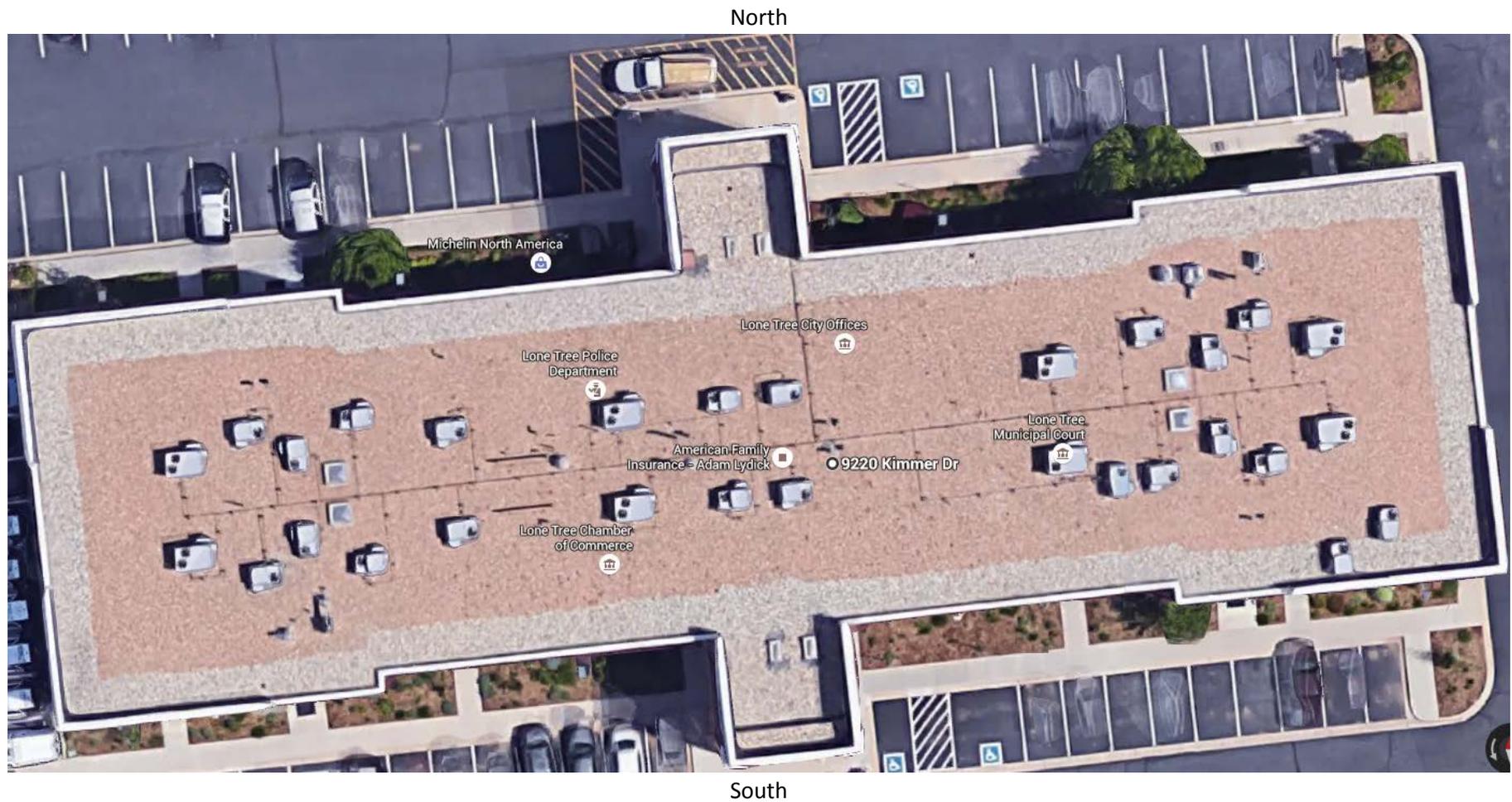
Work is estimated to take three weeks to complete with some weekend/overtime work required. Coordination will also take place in conjunction with the HVAC replacement work being conducted at Municipal Office Building also in the September/October time range.

Attachments:

Attachment A: Municipal Building Site Photo

Attachment B: Bid Summary

Attachment C: Agreement



Ballast (river rocks) will be removed and placed in the east parking lot for further determination of its reuse. The new roof will not require ballast.

The reddish rock is approximately 2" in diameter and the tan rock 4" in diameter.

Roof Replacement

Contractors	Progressive Roofing	Jewett Roofing	Turner Morris Inc.	Bajwa Roofing [A]	Presidential Roofing [B]	Turner Roofing [C]
Total Bid	\$ 186,081.00	\$ 234,800.00	\$ 244,650.00	\$ 174,965.00	\$ 197,196.75	\$ 229,000.00
Difference to Lead Bidder	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Percentage of Difference	0%	20.74%	23.93%	-5.97%	5.63% [A]	18.74% [C]

Additional Comments:

Company Information Provided	Y	Y	Y	Y	Y	Y
Bid Bond Provided	Y	Y	Y	Y		
Performance Bond Provided	Y	Y	Y	Y		
References	Y					
Proposed Schedule	Y					
Safety Plan	Y		Y			

Notes:

Pricing A, B, C: Contractor submitted alternate pricing to what was specified. Noted below and priced is the closest equivalent to the Sarnafil 72mil roof membrane. Inferior membranes compared to Sika Sarnafil. Thickness of membrane can be up to 10% less than specification.

Bajwa Roofing -Pricing A: Versico 80 mil
 Presidential Roofing-Pricing B: Duro-Tuff 80 mil
 Turner Roofing - Pricing C: Genflex 60 mil

ATTACHMENT C

INDEPENDENT CONTRACTOR AGREEMENT CITY OF LONE TREE ROOF REPLACEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT**, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the 5th day of July, 2016, by and between **THE CITY OF LONE TREE**, a home rule municipal corporation and political subdivision of the State of Colorado (the "City"), and **Progressive Roofing**, a Colorado LLC (the "Contractor"). The City and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City was organized pursuant to Title 31 of the Colorado Revised Statutes to provide certain services within its corporate boundaries; and

WHEREAS, the City is authorized to contract for the provision of such services pursuant to § 31-15-101, C.R.S., as amended; and

WHEREAS, funds have been budgeted and are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained; and

WHEREAS, the City desires to engage the Contractor to render the services described in this Agreement; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services"): (a) in a first-class manner, to the satisfaction of the City, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the City; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, including, without limitation, any licensing, bonding, and permit requirements, and including without limitation, any such laws relating to storage, use or disposal of hazardous wastes, substances or materials. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set

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forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the City in any manner whatsoever, except to the extent specifically provided in this Agreement.

2. TERM/RENEWAL.

a. This Agreement shall be effective as of July 5, 2016 and shall terminate upon completion of the Project.

b. This Agreement is contingent upon and subject to approval by the City Council. If such approval is granted after the effective date, the effective date shall be extended until such approval is received.

3. ADDITIONAL SERVICES. The City may, in writing, request the Contractor to provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the City pursuant to a written service/work order executed by an authorized representative of the City and the Contractor. Authorization to proceed with additional services shall not be given unless the City has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the City immediately of any and all damage caused by the Contractor to City property and that of third parties. The Contractor will promptly repair or, at the City's option, reimburse the City for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the City of all potential claims it becomes aware of. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the City the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the

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performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the City or any agent of the City and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the City's request, re-perform the Services not meeting this standard without additional compensation.

b. The Services of the Contractor shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give timely notice to the City of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the Services under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the City. Acceptance of the Services or any documents performed or prepared by the Contractor by the City shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the City, at the City's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("Monthly Report").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the "Fee Schedule" or "Contract Price," attached hereto as **Exhibit B**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit B** of this Agreement, unless said

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reimbursement or compensation is approved in writing by the City in advance of incurring such expenses prior to commencing the requested services.

b. Invoices. Invoices for the Services shall be submitted at increments as mutually determined by both the City and the Contractor, 10% retention, during the term of the Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the City to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The City shall be charged only for the actual time and direct costs incurred for the performance of the Services.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the City within thirty (30) days of receipt of (i) a timely, satisfactory and detailed invoice and (ii) if applicable, a satisfactory and detailed report, for that portion of the Services performed and not previously billed. The City may determine to waive or extend the deadline for filing the report, or may make payment for Services to the Contractor notwithstanding a delay in filing the report, upon reasonable request of the Contractor, if it is in the best interest of the City to do so. In the event a City Council meeting is not scheduled in time to review payment of an invoice, the City hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27, without the need for additional Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the City's approved budget. Such payment shall require review and approval of each report and invoice by the City Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Board meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the City. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the City, and shall be responsible for supervising its own employees or subcontractors. The City is concerned only with the results to be obtained. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, the safety of its employees, the public and the work site in general and shall

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comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by the Contractor will be deemed employees of the Contractor and will not for any purpose be considered employees or agents of the City, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the City, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY; EMPLOYMENT ELIGIBILITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with Undocumented Workers and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in § 8-17.5-101, C.R.S.) in order to verify that it does not employ any Undocumented Workers. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an Undocumented Worker who will perform work under the public contract for services contemplated herein and will participate in the E-Verify Program or Department Program (as defined in § 8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

b. The Contractor shall not knowingly 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 Undocumented Worker to perform the services contemplated herein.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an Undocumented Worker, the Contractor shall be required to:

i. Notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an Undocumented Workers.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the Undocumented Worker; 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 Undocumented Worker.

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

g. If the Contractor violates a provision of the Agreement pursuant to § 8-17.5-102, C.R.S., the City may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the City, its directors, officers, employees and agents is required for each coverage provided. The insurance policies will be endorsed to name the City and its respective managers, council members, officers, directors, partners and employees, as additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the City may carry, and any insurance maintained by the City shall be considered excess. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the City with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the City and the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

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c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained herein; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision herein. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. The Parties agree that the Contractor may, in the course of its duties hereunder, receive information concerning the City, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized City official, or pursuant to a proper request under the Colorado Open Records Act §§ 24-72-202, *et seq.*, C.R.S., to which the authorized City official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

b. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the City, the Contractor agrees to notify the owner of conflicts that impact the Services to the City.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the City under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services, shall make them available for the City's use, and shall provide such copies to the City upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any City assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated herein. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the City's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the City. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by

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the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15(b) below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the City and each of its directors, council members, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees, arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. The Contractor is not obligated to indemnify the City for the City's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability acts or other employee benefit acts.

b. The Contractor will at all times indemnify, defend and hold the City and its directors, council members, officers, managers, agents and employees harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the City resulting from such claims or liens. After written demand by the City, the Contractor will immediately cause the effect of any suit or lien to be removed from the City's property. In the event the Contractor fails to do so, the City is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Contractor or may, at the City's option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the City, defend said suit at its own cost and expense, with counsel satisfactory to the City and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the City's property.

c. This indemnity coverage shall also cover the City's defense costs in the event that the City, in its sole discretion, elects to provide its own defense. The City retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection in the performance of this Agreement. This

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defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the City. Any attempted assignment, delegation or subcontracting of this Agreement in whole or in part with respect to which the City has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the City for the performance of all Services under this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. The Contractor shall not subcontract any Services without prior written approval by the City. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained herein holding the City harmless for the acts of the subcontractor. The Contractor further agrees that any such subcontract shall be terminable for cause or convenience and that, unless directed otherwise by the City, the Contractor shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the City. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement. Neither the City's approval of any subcontractors, suppliers or materialmen, nor the failure of performance thereof by such parties, will relieve, release or affect in any manner any of the Contractor's duties, liabilities or obligations under this Agreement, and the Contractor will at all times be and remain fully liable. The Contractor agrees that each of its employees, and any subcontractors, suppliers and materialmen will be properly qualified and will use reasonable care in the performance of their duties.

18. TERMINATION. This Agreement may be terminated for cause or for convenience by the Contractor upon delivery of forty-five (45) days prior written notice to the City and by the City by giving the Contractor ten (10) days prior written notice. Such notice shall not be required for automatic expiration under Section 2 hereof. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination by either Party hereto, the Contractor shall cooperate with the City to ensure a timely and efficient transition of all work and work product to the City or its designees. Such transition shall be complete and all time, fees and costs associated with such transition shall not be billed by the Contractor to the City.

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19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have fifteen (15) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such fifteen (15)-day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the 15-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of (i) one business day after being deposited with a nationally recognized overnight air courier service or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided herein designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

To the City:

Seth Hoffman
City Manager
9220 Kimmer Drive
Suite 100
Lone Tree, CO 80124
Phone: 303-708-1818
Fax: 303-225-4949

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With a copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
ATTORNEYS AT LAW
Attn: Neil Rutledge
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Phone: 303-858-1800
Fax: 303-858-1801

Contractor:

Progressive Roofing
Attn: Matt Farrell
Branch Manager
4701 Jackson Street
Denver, CO 80216
Phone: 303-286-8200
Fax: 303-286-8204

21. AUDITS. The City shall have the right to audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years thereafter and to make the same available to the City at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the City.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW / DISPUTES. The parties shall make every attempt to resolve their differences in an amicable manner. In the event of litigation arising out of or in connection with this Agreement between the parties hereto, this Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of

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law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for Douglas County. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the City's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the City shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated. In the event of any litigation between the City and the Contractor to enforce any provision of this Agreement or any right of either Party hereto, the Parties agree that the court shall award costs and expenses to the prevailing Party, such costs and expenses to include reasonable attorneys' fees. Otherwise, each Party shall pay its own costs and fees for litigation. At the City's request, the Contractor will consent to being joined in litigation between the City and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the City to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The City does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the City pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the City's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the City Council for the City and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the City, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of City funds. The City's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the City, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity

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afforded or available to the City pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material for judicial determination on the issue of disclosure.

33. TAX EXEMPT STATUS. The City is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the City is exempt shall not be included in any invoices submitted to the City. The City shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase the materials tax free. Pursuant to § 39-26-1 14(1)(a)(XIX)(A), C.R.S., Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

34. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.



CITY OF
LONE TREE

**City of Lone Tree
Municipal Building
Roof Replacement Specification**

OVERVIEW

Site Location: 9220 Kimmer Drive, Lone Tree Colorado 80124

General Information: It is the intent of the City of Lone Tree (COLT) to replace the existing roof at 9220 Kimmer Drive. Work will be performed in conjunction/coordination with the replacement of twenty-four (24) HVAC units as well as removal of five (5) additional HVAC units. It is the City of Lone Tree's intent to have all of the HVAC work completed prior to the new roofing membrane installation.

The roofing contractor shall coordinate with the City and the HVAC contractor remove the existing stone ballast prior to the HVAC contractor performing their work. Since this roof deck is located more than one story above finish grade, it will require a hoisting operation in order to unload the stone ballast, unloading the old HVAC units by the HVAC contractor, and loading the new HVAC units.

Following the completion of the new HVAC installation:

- All materials shall comply with local code requirements for a gust wind speed of ninety (90) miles per hour.
- Remove and properly dispose of the existing 45 mil EPDM.
- Install one (1) layer of new 1.5" poly-iso-cyanurate insulation.
- Install one (1) layer of 1/2" DensDeck Prime Class A gypsum cover board set mechanically attached.
- Install an Induction Weld 60mil White Sarnafil S-327 PVC roof system.

BASE BID

The following is a summary of the scope of work only. All work shall comply with the manufacturer's published specifications and warranty requirements.

1. Provide all required permits, fees, licenses and prevailing wages.
2. The roofing Contractor is responsible to provide portable sanitary facilities for all construction personnel.

3. The roofing Contractor is responsible to provide adequate power as required to run any power equipment.
4. Remove existing stone ballast prior to HVAC work taking place, EPDM roofing and all associated flashing materials down to the existing concrete deck. Ballast will be placed in a designated area on-site. Legally dispose of any other removed materials.
5. Re-use any existing wood nailers around perimeter of the entire roof and around roof projections and penetrations as specified; add new wood blocking as required to match insulation height. Any existing woodwork that is reused shall be firmly anchored in place and be free from rot or deterioration.
6. Install a 60mil White Sarnafil 60 mil Induction Welded PVC System with hot-air welded seams. Roof system membrane thickness shall meet or exceed advertised thickness per ASTM D751. "Nominal" membranes will not be accepted.
7. Provide and install 150 linear feet of Sarnafil Cross Grip walk pads at the roof access hatch and all service/disconnect areas of all rooftop equipment.
8. Re-use and re-set existing pipe supports.
9. Flash all penetrations and parapet walls using 60mil PVC membrane using Sarnacol 2170 adhesive. All flashings to be installed as per Sarnafil's specifications and where possible, pre-molded flashings shall be used.
10. Existing roof drain components such as drain bowls, clamping rings and strainers shall be re-used. Assume components are in suitable condition for re-use. Provide unit cost pricing for replacement of components that are not suitable for re-use.
11. The existing coping at parapet caps shall be replaced. Flash walls per Sika Sarnafil approved details. No face penetrations allowed. Use 24 gauge Kynar finish sheet metal, pressure treated nailers, 20 gauge cleat and grommets washer screws.
12. Upon final inspection and acceptance by Sika Sarnafil technical department, furnish the City with a Standard 20 year Total System Warranty.
13. Provide safety record for the last 12 months which includes man-days lost. Provide safety plan for work proposed.

WARRANTY

Provide a twenty (1) year Full System Manufacture Warranty, with one (1) year Labor Warranty.

ADD ALTERNATES: Provide additional and/or alternate pricing for the following options/changes

1. Provide alternate pricing to install 72 mil S-327 Rhinobonded.
2. Install one (1) layer of new 1/4" DensDeck Class A gypsum cover board mechanically attached.
3. Install one (1) layer of new 1.5" Type II, Class 1, Grade 2 poly-iso-cyanurate insulation.
4. Price to provide a second-year labor warranty.
5. Contractor may provide alternate manufacture pricing in addition to the product specified.

DISCLAIMER: The information contained in this document, including but not limited to any recommendations regarding the use and application of Sika Corporation ("Sika" or "Sika Sarnafil") products, is given in good faith based on Sika's current experience and knowledge of its products when properly stored, handled and applied under normal conditions in accordance with Sika's instructions. The information contained in this document is valid only for the applications and uses of Sika products described herein. Any deviation from any of the instructions, uses, applications and recommendations contained in this document regarding the Sika products will void any Sika warranty. The user of the Sika products must test each product for suitability for the intended application and purpose. Prior to each use of any Sika product, the user must always read and follow the warnings and instructions on the products current Technical Data Sheet, label and Material Safety Data Sheets available at www.sarnafilus.com. All sales of Sika products are subject to its current terms and conditions of sale available at www.sarnafilus.com



CITY OF
LONE TREE

**City of Lone Tree
Municipal Building
Roof Addendum**

May 20, 2016

Listed below are answers and items of clarification for bidding the HVAC work requested by the City of Lone Tree. This information is not exhaustive of all unforeseen circumstances, but strictly based upon questions received during the job walk as well as questions submitted during the week.

1. The City is tax exempt. No taxes to be included in the pricing.
2. All work must be permitted through the City's Building Department located at 9220 Kimmer Drive. No fees shall be charged or paid.
3. Staging of materials shall be coordinated with the HVAC contractor, likely on the east side of the property.
4. The Roof Access room will be made available for the contractor to access the roof.
5. Provide price for a performance bond and bid bond for 5% of the value of the project.
6. Provide price for a bid bond for 5% of the value of the project.
7. Based upon the framing at the roof hatch, the facility has (5") five inches of existing insulation. There will be an additional 1.5 inches 20 PSI poly-iso-cyanurate installed.
8. Minimum guaranteed thickness of the cap sheet (thermoplastic membrane) material shall be 60 mil.
9. Additional crickets shall be installed between roof drains for positive drainage.
10. Drain sumps to be added.
11. New 24GA pre-finished Kynar coping metal with 22 GA Galvanized Cleat.
12. New OVC coated metal scupper flashings with 24 GA pre-finished Kynar face plates.

EXHIBIT B
FEE SCHEDULE / CONTRACT PRICE

1. City of Lone Tree Roof Replacement bid sheet dated May 23, 2016

City of Lone Tree

Roof Replacement

Contractor Name:

Progressive Roofing

Date: May _23_, 2016

Primary Proposal	Number of Squares/LF	Price Per Unit	Extended Price
60mil White Sarnifil S-327 PVC	22,100 sqft	\$ 7.40	\$ 161,442.00
New Parapet Cap	906 lin ft	\$ 9.96	\$ 9,023.00
Sarnifil Cross Grip	150 lin ft	\$ 46.23	\$ 6,935.00
		\$ -	\$ -
		\$ -	\$ -
Grand Total			\$177,400

Add Alternate Pricing	Number of Squares/LF	Price Per Unit	Extended Price
Sika 72mil S-327 Rhinobonded	25,000sqft	.25/sqft	6,250
		\$ -	\$ -
1/4" DensDeck Material & Installation	Number of Squares/LF	Price Per Unit	Extended Price
	22,100sqft	.11/sqft	\$ 2,431.00
1.5" Type II Class 1, Grade 2 Poly-Iso-Cyanurate	Number of Squares/LF	Price Per Unit	Extended Price
	22,100sqft	.756/sqft	\$16,687
Second Year Labor Warranty			Extended Price
	no additional cost for second year warranty		\$0.00

Contractor Alternate Proposed Items	Number of Squares/LF	Price Per Unit	Extended Price
OMGHerculese retro drains,if needed	per each	\$776/ea	\$776/ea
use sarnatread V walkpads	150 lin ft	\$23.25	\$3,487.50
p&p bond (included in base bid)	\$ 1.00 ea		\$3,950
repl wet insulation if needed	1 sqft	\$4.95/sqft	\$4.95/sqft
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

Additional Comments:

all work shall be self performed

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall maintain general liability insurance, at its expense, in an amount of at least One Million Dollars (\$1,000,000.00) and insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The City and its respective managers, council members, officers, directors, partners and employees shall be named as additional insured.



CITY OF LONE TREE

STAFF REPORT

TO: Mayor Millet and City Council

FROM: Paul Ackerman, Technical Director LTAC

FOR: July 5, 2016 Study Session

DATE: June 28, 2016

SUBJECT: Approval for Capital Expenditure Exceeding \$100,000.00 – Sound System Components

Summary

Attached for your approval is an invoice from the low bidder for the 2016 budgeted capital improvement project to install a new speaker system in the Main Theatre for the Lone Tree Arts Center. The five bids received ranged from a high of \$138,480.20 to the low bid from Specialized Audio and Video Inc. (SAVI). SAVI's bid of \$104,293.80 includes equipment, shipping, four days of onsite installation and set up support and a five year warranty. As this purchase order exceeds the City Manager's spending authority, we are requesting Council's approval in order to receive these necessary components in time to install the new system in the August 2016 installation window we have built into the calendar.

Cost

The cost of the speaker system is \$104,293.80. This amount is part of the \$150,000 approved by Council in the 2016 capital budget for the Arts Center. With this purchase, it is likely that the entire project will come in a few thousand dollars under budget.

Suggested Motion or Recommended Action

We ask Council to approve this purchase order to purchase a new speaker system from SAVI in the amount of \$104,293.80.

Background

In order to maximize the full potential of the acoustics in the Main Theatre, it is necessary to upgrade the speaker system from the basic system that was installed as part of the original building commission. While there are virtually no changes necessary to enhance the listening experience for acoustic music, we have struggled to create an ideal sound experience for amplified music. It has always been difficult to mix amplified music properly, resulting in distortion and some very loud and some 'dead' spots in the audience. The new speaker system will result in an optimized listening experience for our audiences, and will

also allow us to consider presenting artists whom we have not been able to consider in the past, knowing that we'd be unable to create the proper audio environment for our audiences (this would include groups that have large brass sections, electric guitars, etc.).

Last year, we engaged a sound design consultant, Ron Lorman, to evaluate our sound system needs and advise us in maximizing our Main Theatre sound potential. Mr. Lorman is one of the leading sound design experts in the country, and we have relied on his recommendations to help guide our design. Both he and the manufacturer of the equipment he recommended endorsed SAVI as a preferred vendor along with a handful of others. After each of these vendors bid on the project, the bids were evaluated, and based on their low bid and excellent reputation, we are recommending purchasing our system from SAVI.

I have personal experience with SAVI from my work at Blue Man Productions where they were the winning bidder for our audio installations in both Las Vegas and Orlando. They are exceptionally committed to quality in their work and customer satisfaction, and come with recommendations from experts in the field.



SPECIALIZED AUDIO-VISUAL INC.

14 Solar Drive
Clifton Park, New York 12065
(518) 383-6501 (518) 383-6506 FAX

Proposal No. **SAV060916**

PROPOSAL

Customer

Name Lone Tree Arts Center
 Address 10075 Commons St.
 City Lone Tree State CO ZIP 80124
 Phone Paul Ackerman (720) 509-1006

Date 6/10/2016
 Order No. _____
 Rep S.Duncan
 FOB Clifton Park, NY

Qty	Description	Unit Price	TOTAL
1	Equipment as Specified in Appendix "A"	\$ 104,293.80	\$104,293.80
1	Design Services	\$ -	\$0.00
1	Project Management and Administration	\$ -	\$0.00
1	System Engineering & Documentation	\$ -	\$0.00
1	Equipment Rack Fabrication & Testing	\$ -	\$0.00
1	On-site Project Services	\$ -	\$0.00
1	System Programming	\$ -	\$0.00
1	System Commissioning & Training	\$ -	\$0.00
1	Warranty Services	\$ -	\$0.00

Bid to supply products listed in appendix "A" along with d&b support practices.

Please note alternate products are listed as a quantity of (1) and are not added to the total.

Subtotal	\$104,293.80
Shipping & Handling	\$ -
Taxes 0.00%	\$ -
TOTAL	\$104,293.80

Office Use Only

Proposal Accepted By: _____ Date: _____



Lone Tree Arts Center				v1.0	SD
QTY	MAKE	MODEL	DESCRIPTION	SALE PRICE	SALE EXT.
d&b Equipment				\$	104,293.80
12	d&b audiotechnik	Z0717.001	Yi8 Loudspeaker	\$ 4,664.40	\$ 55,972.80
4	d&b audiotechnik	Z0719.001	Yi-SUB Subwoofer NL4	\$ 4,243.20	\$ 16,972.80
2	d&b audiotechnik	Z5390.000	Y Flying frame	\$ 2,176.20	\$ 4,352.40
2	d&b audiotechnik	Z5393.001	Y Mounting frame bottom	\$ 397.80	\$ 795.60
1	d&b audiotechnik	Z0713.001	Yi10P Loudspeaker	\$ 3,416.40	\$ 3,416.40
1	d&b audiotechnik	Z5399.000	YP Mounting bracket	\$ 230.10	\$ 230.10
3	d&b audiotechnik	Z2750.500	D20 Amplifier US / CA	\$ 6,279.00	\$ 18,837.00
1	d&b audiotechnik	Z4010.000	DS10 Audio network bridge	\$ 1,692.60	\$ 1,692.60
2	d&b audiotechnik	Z5345.001	Adapter 4 x NL4 to NLT8M	\$ 234.00	\$ 468.00
2	d&b audiotechnik	Z5344.001	Adapter NLT8F to 4 x NL4	\$ 280.80	\$ 561.60
1	Whirwind	Custom	4pr. AES Cable Assembly - 6'	\$ 97.50	\$ 97.50
1	d&b audiotechnik	Z5343US.100	12ga NLT8 F/M 100ft	\$ 374.40	\$ 374.40
1	d&b audiotechnik	Z5343US.150	12ga NLT8 F/M 150ft	\$ 522.60	\$ 522.60
				\$ -	\$ -
				\$ -	\$ -
Alternate Equipment				\$	-
	d&b audiotechnik	Z2770.500	30D Amplifier US / CA (QTY 1)	\$ 5,452.20	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$	-
				\$	-
System Equipment:				\$	104,293.80
0% Contingency				\$	-
Inbound Shipping				\$	-
System Equipment Subtotal:				\$	104,293.80
Design Services				\$	-
Project Management and Administration				\$	-
System Engineering & Documentation				\$	-
Equipment Rack Fabrication & Testing				\$	-
On-site Project Services				\$	-
System Programming				\$	-
System Commissioning & Training				\$	-
Warranty Services				\$	-
Services Subtotal:				\$	-
System Equipment Subtotal (from above):				\$	104,293.80
Job Subtotal:				\$	104,293.80
Logistics to Site:				\$	-
TAX:				\$	-
Job Total:				\$	104,293.80

The Y10P and Yi10P loudspeakers

Y10P and Yi10P loudspeakers

The compact, 2-way passive Y10P and Yi10P loudspeakers feature two 8" drivers in a dipole arrangement with a 1.4" compression driver mounted onto a rotatable CD horn. The Yi10P is the installation version of the Y10P loudspeaker and differs only in cabinet construction, finish and mounting hardware. Sophisticated horn geometry combined with the advanced bass-reflex port design delivers full bandwidth capabilities with an extended LF output. These point source, high performance cabinets offer 110° horizontal directivity matched with a vertical dispersion of 40°; the horn can be rotated by 90° to enable horizontal orientation.

The Y10P/Yi10P provide a broad variety of deployment possibilities, especially when used as a stand-alone full range system, or combined with other elements from the Y-Series, either ground stacked or flown.

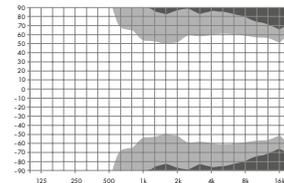
The loudspeaker cabinets are constructed from marine plywood, the Y10P has an impact and weather protected PCP (Polyurea Cabinet Protection) finish, while the Yi10P has an impact resistant paint finish. The front of the loudspeaker cabinets are protected by a rigid metal grill. The Y10P cabinet incorporates a pair of handles whilst M10 threaded inserts are provided for attaching d&b rigging hardware.

System data

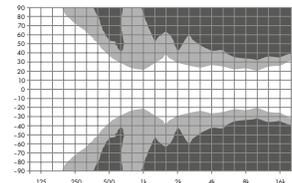
Frequency response (-5 dB standard) 59 Hz - 18 kHz
 Frequency response (-5 dB CUT mode) 118 Hz - 18 kHz
 Max. sound pressure (1 m, free field)¹
 with D6/10D 131 dB
 with D12/30D/D20 134 dB
 with D80 136 dB
 Input level (100 dB SPL/1 m) -17 dBu

Loudspeaker data

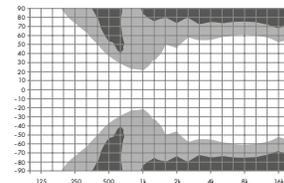
Nominal impedance 8 ohms
 Power handling capacity (RMS/peak 10 ms) 400/1600 W
 Nominal dispersion angle (h x v) 110° x 40°
 Components 2 x 8" driver with neodymium magnet
 1.4" exit compression driver
 passive crossover network
 Connections Y10P 2 x NLT4 F/M
 optional 2 x NL4 or 2 x EP5
 Connections Yi10P 2 x NL4 and screw terminal block
 Weight Y10P / Yi10P 18 kg (40 lb)



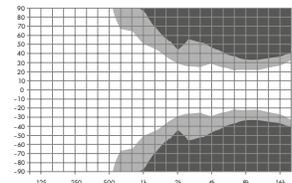
Y10P and Yi10P horizontal dispersion characteristics²



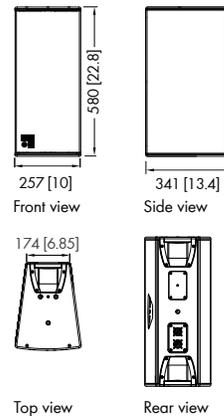
Y10P and Yi10P vertical dispersion characteristics²



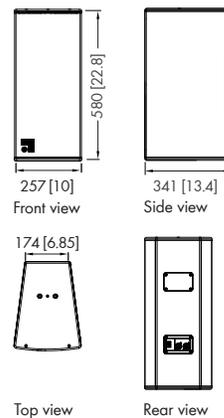
Y10P and Yi10P horizontal dispersion characteristics/horizontal setup, horn rotated²



Y10P and Yi10P vertical dispersion characteristics/horizontal setup, horn rotated²



Y10P cabinet dimensions in mm [inch]



Yi10P cabinet dimensions in mm [inch]

¹ Broadband measurement, pink noise, crest factor 4, peak measurement, linear weighting
² Dispersion angle vs frequency plotted using lines of equal sound pressure (isobars) at -5 dB and 2 dB

The Y8 and Yi8 loudspeakers

Y8 and Yi8 loudspeakers

The compact Y8 and Yi8 line array loudspeakers are designed for use in vertical columns. The 2-way passive design features two 8" drivers in a dipole arrangement and a centrally mounted 1.4" compression driver with a wave transformer. The Yi8 is the installation version of the Y8 loudspeaker and differs only in cabinet construction, finish and mounting hardware.

Sophisticated horn geometry combined with the advanced bass-reflex port design delivers full bandwidth capabilities with an extended LF output. These high performance line array modules offer 80° horizontal directivity controlled down to 500 Hz.

The mechanical and acoustical design enables vertical arrays of up to twenty four loudspeakers with vertical splay angles from 0° to 14° with a 1° resolution. It can be used in columns of purely Y8 or Yi8 loudspeakers or combined with Y12/Yi12 and/or Y-SUB/Yi-SUB cabinets.

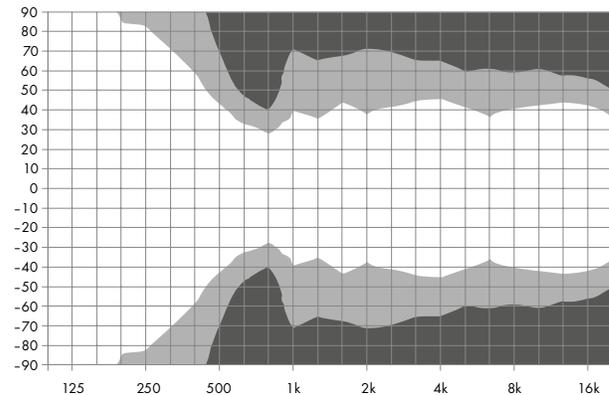
The loudspeaker cabinets are constructed from marine plywood, the Y8 has an impact and weather protected PCP (Polyurea Cabinet Protection) finish, while the Yi8 has an impact resistant paint finish. The front of the loudspeaker cabinet is protected by a rigid metal grill backed by an acoustically transparent foam. Each side panel of the Y8 incorporates a handle while two additional recessed grips are provided at the rear. Three point rigging hardware is integrated into the loudspeaker enclosure.

System data

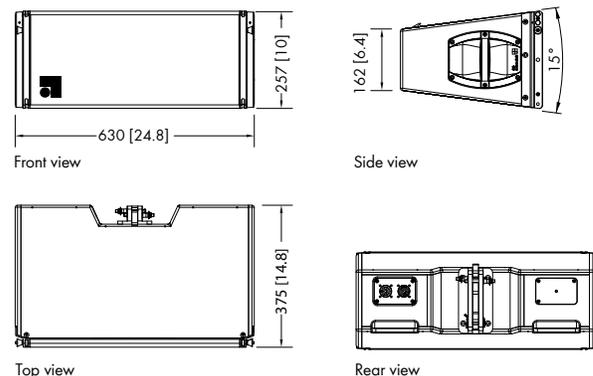
Frequency response (-5 dB standard)	54 Hz - 19 kHz
Frequency response (-5 dB CUT mode)	100 Hz - 19 kHz
Max. sound pressure (1 m, free field)	
with D6/10D	134 dB
with D12/30D/D20	137 dB
with D80	139 dB

Loudspeaker data

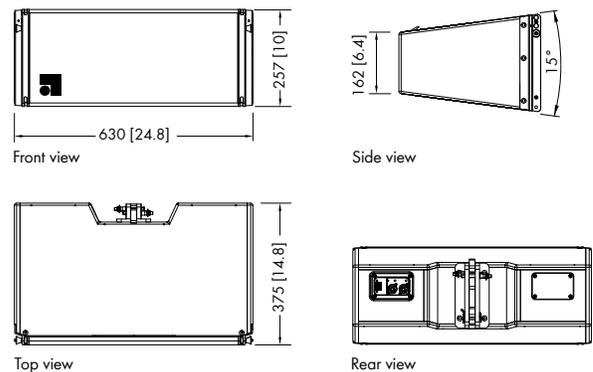
Nominal impedance	8 ohms
Power handling capacity (RMS/peak 10 ms)	400/1600 W
Nominal dispersion angle (h)	80°
Splay angle settings	0° - 14° (1° increment)
Components	2 x 8" driver with neodymium magnet
.....	1.4" exit compression driver
.....	passive crossover network
Connections Y8	2 x NLT4 F/M
.....	optional 2 x NL4 or 2 x EP5
Connections Yi8	2 x NL4 and screw terminal block
Weight Y8/Yi8	20 kg (44 lb)



Y8 and Yi8 horizontal dispersion characteristics²



Y8 cabinet dimensions in mm (inch)



Yi8 cabinet dimensions in mm (inch)

¹ Broadband measurement, pink noise, crest factor 4, peak measurement, linear weighting
² Dispersion angle vs frequency plotted using lines of equal sound pressure (isobars) at -6 dB and -12 dB

The Y and Yi subwoofers

Y and Yi subwoofers

The Y-SUB and Yi-SUB are actively driven cardioid subwoofers powered by a single amplifier channel. The Yi-SUB is the installation version of the Y-SUB and differs only in cabinet construction, finish and mounting hardware. They house two long excursion neodymium drivers in an integrated cardioid setup, an 18" driver in a bass-reflex chamber facing to the front and a 12" driver in a two chamber bandpass design radiating towards the rear.

The cardioid dispersion pattern resulting from this arrangement avoids the distribution of energy behind the system, providing the greatest accuracy of low frequency reproduction and reducing the energy dispersed into unwanted areas. The Y-SUB and Yi-SUB are fitted with three point rigging hardware and can be flown in columns of purely Y or Yi subwoofers, at the top of a Y/Yi array or used in a ground stacked setup.

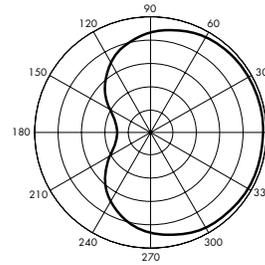
The cabinets are constructed from marine plywood; the Y-SUB has an impact and weather protected PCP (Polyurea Cabinet Protection) finish while the Yi-SUB has an impact resistant paint finish. The front of the loudspeaker cabinet is protected by a rigid metal grill backed by an acoustically transparent foam, whilst the side panels of the Y-SUB incorporate four handles with four wheels mounted to the rear.

System data

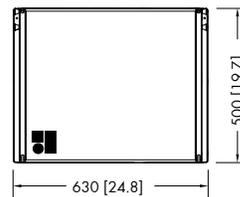
Frequency response (-5 dB standard).....	39 Hz - 140 Hz
Frequency response (-5 dB 100 Hz mode).....	39 Hz - 110 Hz
Max. sound pressure (1 m, free field).....	
with D6/10D.....	128 dB
with D12/30D/D20.....	131 dB
with D80.....	134 dB

Loudspeaker data

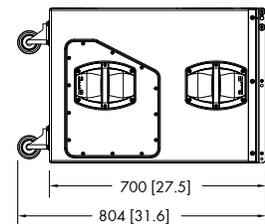
Nominal impedance.....	8 ohms
Power handling capacity (RMS/peak 10 ms).....	600/2400 W
Splay angle settings.....	0° and 2.5°
Components.....	1 x 18" driver with neodymium magnet
.....	1 x 12" driver with neodymium magnet
Connections Y-SUB.....	2 x NLT4 F/M
.....	optional 2 x NL4 or 2 x EP5
Connections Yi-SUB.....	2 x NL4 and screw terminal block
Weight Y-SUB/Yi-SUB.....	52/49 kg (115/108 lb)



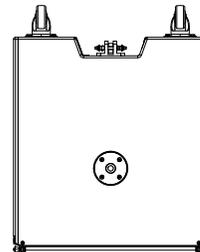
Cardioid polar pattern



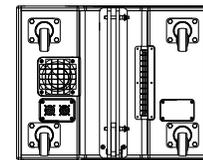
Front view



Side view

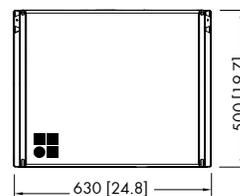


Top view

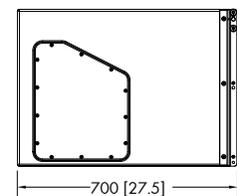


Rear view

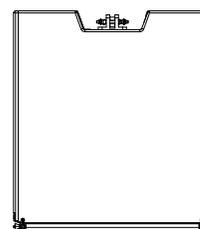
Y-SUB cabinet dimensions in mm [inch]



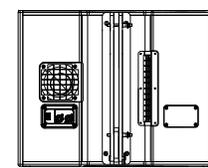
Front view



Side view



Top view



Rear view

Yi-SUB cabinet dimensions in mm [inch]

The 30D amplifier

The installation specific four channel 30D amplifier is intended for permanent integration with applications that require medium to high Sound Pressure Level (SPL) capabilities. The 30D shares the same Digital Signal Processing platform as the latest generation of d&b amplifiers, providing a linear mode as well as configurations for all d&b loudspeakers. Applications which demand the highest Sound Pressure Levels may require the higher output power of the d&b D80 amplifier.

The DSP integrated within the 30D incorporates comprehensive loudspeaker management, switchable filtering functions as well as user definable equalization and delay capabilities. This includes two 16-band equalizers, providing optional parametric, asymmetric, shelving or notch filtering and up to 10 s (= 3440 m/11286 ft) signal delay, all of which can be applied independently to each channel.

The 30D is accessible via the d&b Remote network, either via Ethernet using the Open Control Architecture protocol (OCA) or CAN-Bus. The 30D is controlled using the integrated web interface, which enables access via a browser, or using the d&b R1 Remote control software. The device itself contains LEDs to display power, input, data and mute status.

The LoadMatch function integrated within the 30D amplifier electrically compensates for the properties of loudspeaker cable used. The 30D incorporates Class D amplifiers utilizing a power supply with active Power Factor Correction (PFC) suitable for mains voltages 100 V/127 V, 50 - 60 Hz and 208 V/240 V, 50 - 60 Hz and maintains a stable output when used with weak or unstable mains supplies. Input and output connectors are all Euroblock sockets. The 30D integrates with the d&b Remote network using either the OCA via Ethernet protocol or CAN-Bus using RJ 45 connectors.

Control and indicators

POWERMains power switch
ISP, GR, OVL A/B LED indicators

Digital Signal Processing

Equalizer2 x 16-band PEQ/notch/shelving/asymmetric
Latency analog and digital inputs0.3 msec
Delay setting 0.3 - 10000 msec
Configurationscurrent d&b loudspeakers and linear mode
Function switchesd&b loudspeaker specific circuits
Frequency generatorPink noise or Sine wave
Sampling rate96 kHz/27 Bit ADC/24 Bit DAC

Connectors

INPUT ANALOG (A1 - A4)3-pin male Phoenix Euroblock
ANALOG LINK (A1 - A4)3-pin male Phoenix Euroblock
INPUT DIGITAL (D1 - D4) ... 3-pin male Phoenix Euroblock, AES 3
DIGITAL LINK (Output) 3-pin male Phoenix Euroblock, AES 3
Sampling rate48 kHz/96 kHz
SPEAKER OUTPUTS A/B/C/D4-pin Phoenix Euroblock female
CAN 2 x RJ 45 parallel
ETHERNET 2 x RJ 45, 10/100 Mbit Ethernet
GPIOs 1 - 5 and GND (6)6-pin Phoenix Euroblock male
FAULT contact3-pin Phoenix Euroblock male
Mains connector powerCON¹

Data (linear setting with subsonic filter)

Maximum output power per channel (THD + N < 0.5 %, both channels driven)
CF = 6 dB at 4/8 ohms 2 x 1000/800 W
CF = 12 dB at 4/8 ohms 2 x 1600/800 W
S/N ratio (unweighted, RMS)
Analog input104 dBr
Digital input106 dBr

Power supply

Universal range switched mode power supply with active Power Factor Correction (PFC)
Rated mains voltage 100 - 240 V, 50 - 60 Hz

Dimensions, weight

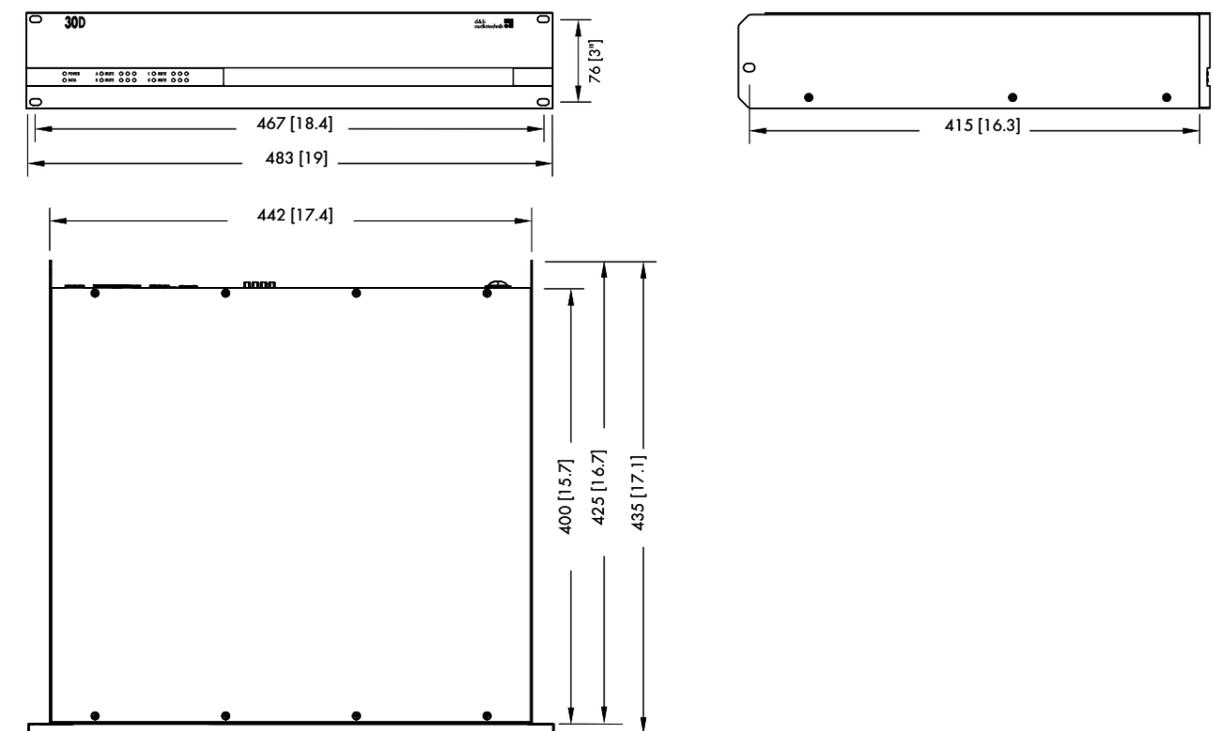
Height x width x depth 2 RU x 19" x 435 mm/17.1"
Weight 10.6 kg/23.4 lb



The 30D amplifier front view



The 30D amplifier rear view



30D amplifier dimensions in mm [inch]

The D20 amplifier

The 2 RU four channel D20 amplifier is ideally suited to mobile applications which require low to medium Sound Pressure Level (SPL) capabilities. The D20 features the same Digital Signal Processing (DSP) platform as the latest generation of d&b amplifiers, containing configurations for all d&b loudspeakers except the J-Series and the M2 monitor, and a linear mode. The signal delay capability enables user definable settings of up to 10 s (= 3440 m/11286 ft), which can be applied independently to each channel. The same applies to the two 16-band equalizers, providing optional parametric, asymmetric, shelving or notch filtering.

The D20 incorporates a colour TFT touchscreen, offering quick access to the menu structure, while the rotary encoder can be used for fine adjustment. The front panel and the integrated touchscreen are tilted up for easy operation when the amplifier is below eye level.

The equal ratio of signal input to amplifier output channels increases application flexibility particularly for monitor, frontfill or effect channel use. The LoadMatch function integrated within the D20 amplifier electrically compensates for the properties of loudspeaker cable used.

The D20 incorporates Class D amplifiers utilizing a power supply with active Power Factor Correction (PFC) suitable for mains voltages 100 V - 240 V, 50 - 60 Hz and maintains a stable output when used with weak or unstable mains supplies. An NL8 provides all outputs on a single connector for loudspeaker multicores. Dual channel mode is driven through four individual NL4 connectors, while Mix TOP/SUB and 2-Way Active mode output configurations for applicable d&b loudspeakers are available via two dedicated NL4 connectors.

Control and indicators

POWER Mains power switch
 SCROLL/EDIT Digital rotary encoder
 Display Colour TFT touchscreen, 3.5"/320 x 240 pixel

Digital Signal Processing

Equalizer 2 x 16-band PEQ/notch/shelving/asymmetric
 Latency analog and digital inputs 0.3 msec
 Delay setting 0.3 - 10000 msec
 Configurations current d&b loudspeakers and linear mode
 except J-Series and M2 monitor
 Function switches d&b loudspeaker specific circuits
 Frequency generator Pink noise or Sine wave
 Sampling rate 96 kHz/27 Bit ADC/24 Bit DAC

Connectors

INPUT ANALOG (A1 - A4) 3 pin XLR female
 ANALOG LINK (A1 - A4) 3 pin XLR male
 INPUT DIGITAL (D1/2, D3/4) 3 pin XLR female AES3
 DIGITAL LINK (Output) 3 pin XLR male
 Sampling Digital AES3 48 kHz/96 kHz
 SPEAKER OUTPUTS A/B/C/D NL4
 Mix TOP/SUB/2-Way Active output A/B and C/D NL4
 4 CHANNEL OUTPUT NL8
 CAN 2 x RJ 45 parallel
 ETHERNET 2 x etherCON¹, 10/100 Mbit Ethernet
 Mains connector powerCON¹

Data (linear setting with subsonic filter)

Maximum output power per channel (THD + N < 0.5 %, all channels driven)
 CF = 6 dB at 4/8 ohms 4 x 1000/800 W
 CF = 12 dB at 4/8 ohms 4 x 1600/800 W
 S/N ratio (unweighted, RMS)
 Analog input > 104 dB
 Digital input > 106 dB

Power supply

Universal range switched mode power supply with active Power Factor Correction (PFC)
 Rated mains voltage 100 - 240 V, 50 - 60 Hz

Dimensions, weight

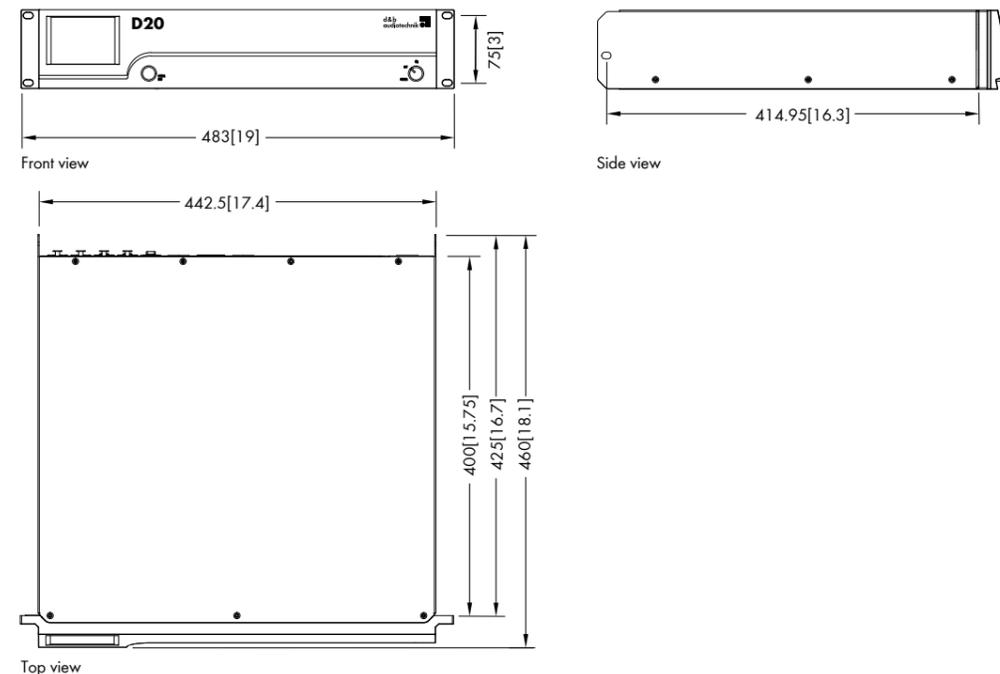
Height x width x depth 2 RU x 19" x 460 mm/18.1"
 Weight 10.8 kg (23.8 lb)



The D20 amplifier front view



The D20 amplifier rear view



D20 amplifier dimensions in mm [inch]

The DS10 Audio network bridge datasheet



DS10 Audio network bridge

The DS10 Audio network bridge feeds up to 16 digital AES3 channels to d&b amplifiers via Ethernet using the Dante audio transport protocol. This 1 RU device integrates directly into the d&b system approach, positioned in front of the amplifiers within the signal chain, and is ideally suited to both mobile and installation environments. The DS10 sends meta data including Dante channel labels and cabling information via the AES3 channel stream to the d&b four channel amplifiers. As well as providing an interface from the Dante audio network to the digital inputs of the d&b amplifiers via Ethernet, the DS10 provides 4 digital AES3 input channels for applications such as a break in from a Front of House console.

The DS10 incorporates an integrated 5-port switch, offering a primary and redundant network for the Dante protocol, as well as advanced functions such as Multicast Filtering and VLAN modes. This switch flexibility provides extended connectivity for a laptop to control the d&b amplifiers using the R1 Remote control software via the OCA (Open Control Architecture) protocol. Using the DS10 Audio network bridge, audio signals and remote control data can be combined using a single Ethernet cable.

The front panel of the DS10 is designed to match the I/O panel of the D80 Touring rack assembly. This ensures a simple integration within existing system configurations.

The DS10 features a power supply suitable for mains voltages 100 V - 240 V, 50 - 60 Hz, with Overvoltage protection of up to 400 V.

Control and indicators

BYPASS/NETWORK..... Toggle switch
 Switch port modes/Audio loss..... LED indicators
 SYNC ERROR Red LED indicator
 SUBSCRIBED (RX Subscription) Green LED indicator

Digital inputs

DIGITAL IN..... 3 pin XLR female AES3
 Sampling 32 - 192 kHz
 Synchronization Sample Rate Converter (SRC)

Digital outputs

DIGITAL OUT 3 pin XLR male AES3
 Sampling 48 / 96 kHz
 Synchronization Dante network

Network

Connectors etherCON¹
 built-in 5-port Ethernet switch
 100/1000 Mbit

Power supply

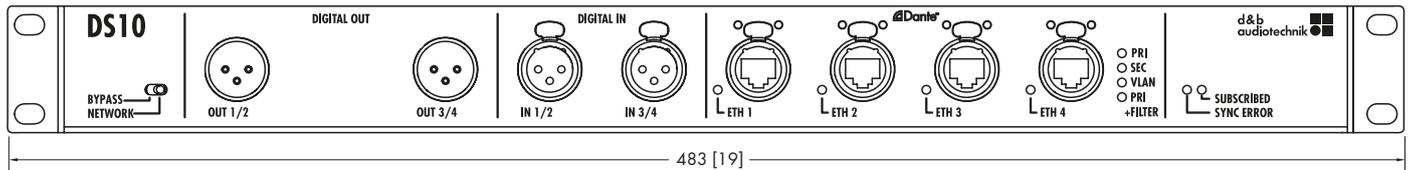
Mains connector powerCON¹
 Rated mains voltage 100 - 240 V, 50 - 60 Hz

Dimensions, weight

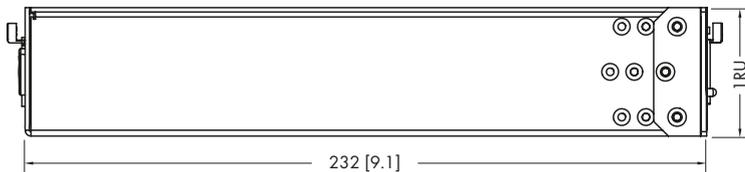
Height x width x depth 1 RU x 19" x 232 mm
 Weight 3.75 kg / 8.26 lb

¹ etherCON® and powerCON® are registered trademark of the Neutrik AG, Liechtenstein. City Council Packet

The DS10 Audio network bridge datasheet



Front view



Side view

Features and benefits

- Interface between the Dante audio transport protocol via Ethernet and the AES3 inputs of the d&b amplifiers
- Integrated 5-port Ethernet switch provides extended connectivity and advanced functions such as redundancy, VLANs and multicast filtering
- Four AES3 input channels for extended flexibility
- In bypass mode, the DS10 acts as an AES3 distribution device
- Dante meta data including channel label information sent through AES3 stream to the four channel d&b amplifiers

Applications

Mobile and permanently installed music and live program reinforcement • Theatres • Concert halls • Live performance venues • Night clubs • Stadiums and arenas • Multi-purpose halls • Houses of Worship • Corporate events • All sound reinforcement applications with an audio via Ethernet networking approach

Architectural specifications

The device shall act as a 16 output channel break-out box connecting the Dante audio network to the AES3 digital audio standard.

In addition, 4 x AES3 input channels shall be provided, including Sample Rate Converters (SRC).

A Bypass/Network switch shall be provided to allow the device to be used either as a AES3 distribution amplifier (Bypass) or as a normal Dante device (Network) in conjunction with Dante Controller.

The device shall provide a 5-port Ethernet switch for different network topologies, redundancy and advanced functions, including Multicast filtering and VLAN modes.

The device shall support four different switch modes which shall be accessible within Dante Controller to allow different applications and network topologies.

The device shall provide meta data (e.g. Dante channel labels) via the AES3 output streams, and these meta data shall be interpretable by d&b audiotechnik 4-channel amplifiers (10D, 30D, D20, D80).

The device shall provide Overvoltage Protection for voltages up to 400 V.

The dimensions (H x W x D) shall not exceed 1 RU x 19" x 232 mm (1 RU x 19" x 9.1") and shall weigh no more than 3.75 kg (8.26 lb).

The device shall be the DS10 by d&b audiotechnik GmbH.



CITY OF LONE TREE

STAFF REPORT

TO: Mayor Millet and City Council

FROM: Paul Ackerman, Technical Director LTAC

FOR: July 5, 2016 Study Session

DATE: June 28, 2016

SUBJECT: Approval for Capital Expenditure Exceeding \$100,000.00 – Lobby Gallery Lighting

Summary

Attached for your approval is a purchase order for the 2016 budgeted capital improvement project to install new gallery-specific lighting in the hallways and lobby of the Lone Tree Arts Center. This project will be completed by Encore Electric, the company which has done all electrical work at the Arts Center from construction through today. As this purchase order exceeds the City Manager's spending authority, we are requesting Council's approval in order to install the lighting system in the August 2016 window we have built into the calendar.

Cost

The cost of the gallery lighting system is \$114,150, plus an already incurred \$6,000 design fee. While this is slightly over the \$100,000 initially approved by Council as part of the 2016 capital budget for the Arts Center, Arts Center staff have realized savings in other capital projects (video projector replacement, assistive listening system installation) to cover the additional costs and stay within the larger capital improvements budget.

Suggested Motion or Recommended Action

We ask Council to approve this purchase order to acquire and install gallery lighting from Encore Electric in the amount of \$114,150.

Background

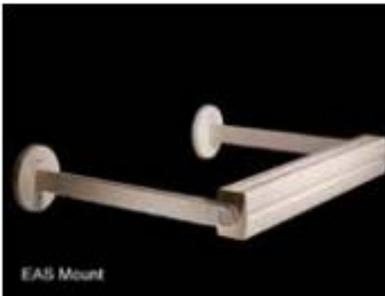
When the Arts Center was designed and built, the use of the lobby and corridors walls for displaying art was considered a passive use of the space. After several successful art exhibits, it became clear that displaying visual art at the Arts Center had become an integral part of our work. It also became apparent that the existing lighting, while mostly adequate, was not designed to illuminate artwork in a way that artists or observers found satisfying. At the recommendation of the Arts Commission, Council approved installing a lighting system designed to properly highlight the works of art frequently displayed.

The new system will be installed in three places. Lights with high throw capacity will be installed atop the wall along the bank of restrooms on the east side of the lobby to illuminate work displayed along the Event Hall wall. A series of eleven low profile linear fixtures supported by stand-off rods, will be installed along the wall of the east side restroom bank, approximately 12 feet above the floor. Each fixture is four feet long with a gap of two feet between fixtures. This wash system is the most flexible solution in to accommodate wide range of different art placements we bring in. Finally, nineteen ceiling mounted linear LED lights, using the same fixtures as the lobby will be installed along the long corridor between the box office and the backstage door to illuminate the north wall and continue around into the administrative lobby. All of these systems will be dimmable, a feature we do not currently have.

The choice of fixtures and their location were made by Architectural Lighting Designer Marla Struth. She selected fixtures with appropriate color temperature and color rendition for use in gallery applications, assuring that the look of the system is consistent with the modern and spare design of the building and lobby. All existing lighting in the lobby and hallways will remain in place for ambient lighting, and will continue to function separately from the new gallery lighting systems.

The installation will take four weeks. The process includes building electrical capacity for the system, pulling cable where it is needed, and then installing and testing the fixtures. Arts Center staff cleared the month of August for this work, as the lobby will certainly be a work zone during this project.

Wall Mounted Insight Linear A fixture with stand-offs



Ceiling mounted Insight Linear A fixture





2107 West College Avenue
Englewood, CO 80110
Phone: 303/934-1234
Fax: 303/937-8300

May 9, 2016

Paul Ackerman
Lone Tree Arts Center
10075 Commons St.
Lone Tree, CO 80124

Reference: Lobby and Corridor Lighting Upgrades
Electrical Proposal

Dear Paul,

We are pleased to submit pricing for the electrical installation on the above referenced project. Our proposal is based on the following detailed scope of work:

1. Install (12) LSI LX2060 (Microcube) fixtures on east lobby wall above restrooms to light artwork on opposite wall. Install new dimmer and circuit for control of these fixtures via new dimming panel.
2. Install (11) Insight Medley A Linear LED fixtures on east lobby walls. Install (1) new dimmer and circuit for control of these fixtures via new dimming panel.
3. Install (19) Insight Medley A Linear LED fixtures throughout corridor (on walls that currently have fluorescent cove lighting). Install (1) new dimmer and circuit for control of these fixtures via new dimming panel.
4. Install (4) LSI LX2060 (Microcube) fixtures on main entry column to light Donor Wall. Install new dimmer and circuit for control of these fixtures via new dimming panel.
5. Install new dimming panel and associated wiring. Coordinate placement with LTAC.

Base Project Cost

\$114,150.00

Qualifications, Inclusions & Exclusions

Qualifications

1. Cost is based on today's commodity rates. Potential escalation of commodity rates is excluded.
2. Existing Conduit to be used where possible.
3. If a formal contract is required, please attach this proposal as part of the contract.
4. Encore Electric, Inc. shall not be held liable for errors or emissions in designs by others.
5. Surface raceway will be installed where conduits cannot be concealed in walls or ceilings.

General Inclusions

1. Coordination with LTAC
2. Permit
3. Applicable sales and use tax.
4. Clean up of identifiable debris to your dumpster.
5. Demo

General Exclusions

1. Overtime or shift work.
2. Engineering fees.
3. Cutting and channeling of millwork, casework or stainless steel.
4. Cutting, patching and painting of walls, ceilings and floors.
5. Painting of conduits.
6. Dust control.
7. Pedestrian barricades.
8. Work associated with code upgrades.

Sincerely,
Encore Electric, Inc.



Zachary A. Maestas
Service & Special Projects