



Lone Tree City Council Agenda Tuesday, September 20, 2016

Meeting Location: City Council Meeting Room, Lone Tree Civic Center, 8527 Lone Tree Parkway.
Meeting Procedures: 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. Study Sessions are informational sessions and no action is taken. Comments from the public are welcome during the Regular Session at these occasions: 1. Public Comment (brief comments on items not on the agenda or scheduled for public hearing or public input) 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. Overview of Proposed Building Code Amendments
 2. Lone Tree Business Improvement District Update
 3. Parking Lot Improvements at Municipal Building
 4. Contract for Park Meadows Drive Asphalt Overlay
 5. **Resolution 16-24, SUPPORTING THE RENEWAL OF THE SCIENTIFIC AND CULTURAL FACILITIES DISTRICT AND SUPPORT FOR BALLOT ISSUE 4B**
 6. Lone Tree Pedestrian Bridge
-

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. Ceremonial Presentations
 - a. Hearts Across the Miles Presentation
9. Consent Agenda
 - a. Minutes of the September 6, 2016 Regular Meeting
 - b. Claims for the Period of August 29 - September 12, 2016
 - c. Treasurer's Report for August 2016
10. Public Works
 - a. Approval of Contract for Park Meadows Drive Asphalt Overlay
 - b. Lone Tree Pedestrian Bridge
11. Administrative Matters
 - a. **Resolution 16-24, SUPPORTING THE RENEWAL OF THE SCIENTIFIC AND CULTURAL FACILITIES DISTRICT & SUPPORT FOR BALLOT ISSUE 4B**
12. Council Comments
13. Adjournment

**City of Lone Tree Upcoming Events
September 21 – October 3, 2016**

More info available at www.cityoflonetree.com and www.lonetreeartscenter.org

- National Geographic: On the Trail of Big Cats, Tuesday, September 27th, 7:30 pm and Wednesday, September 28th, 10:00 am, LTAC Main Stage
- LTSO: Literary Magic, Friday, September 30th, 7:30 pm, LTAC Main Stage
- Guild, Opening Night Gala, Saturday, October 1st 6:00-7:30 pm, after Doo Wop performance gathering, 9:30–11:30 pm, LTAC Event Hall
- Doo Wop Project, Saturday, October 1, 2016, 8:00 pm, LTAC Main Stage

**MINUTES OF A REGULAR MEETING
OF THE COUNCIL OF THE
CITY OF LONE TREE
HELD
September 6, 2016**

A regular meeting of the Council of the City of Lone Tree was held on Tuesday, September 6, 2016, at 6:00 p.m., at the Lone Tree City Council Chambers located at 8527 Lone Tree Parkway, Lone Tree, Colorado 80124.

Attendance

In attendance were:

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
Steve Hebert, Deputy City Manager
Tobi Basile, Deputy City Clerk
Jeff Holwell, Economic Development Director
Interim Chief Ron Pinson, Lone Tree Police Department
Kristin Baumgartner, Finance Director
Kelly First, Community Development Director
Lisa Rigsby Peterson, Lone Tree Arts Center Director
Gary White, City Attorney, White, Bear and Ankele, P.C.
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 6:15 p.m., and observed that a quorum was present.

Executive Session

Mayor Millet announced City Council intends to convene in Executive Session. Neil Rutledge, City Attorney, stated the Executive Session is

for a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) to receive advice regarding the process of approving a Service Plan.

Council Member Carpenter moved, Council Member Shaw seconded, for City Council to recess and convene in Executive Session for the reasons stated. The motion passed with a 5 to 0 vote.

Mayor Millet convened the Executive Session at 6:15 p.m., following a short recess.

The Executive Session was adjourned at 6:55p.m.

Mayor Millet reconvened the meeting in Regular Session at 7:01 p.m., following a short recess.

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

Bob Scheinhartz, 10330 Bellwether Lane, suggested photos and history of Lone Tree be kept in order to be in compiled in "Images of America."

Announcements

Jason Fisher, Youth Commissioner, gave Council an update on the Youth Commission.

Mayor Millet announced upcoming events.

Presentations

PrepareAthon Month Proclamation

Mayor Millet read the Proclamation declaring September 2016, as PrepareAthon Month.

Consent Agenda

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

- *Minutes of the August 16, 2016 Regular Meeting*
- *Claims for the period of August 8-17, 2016*

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

Community Development

Approval of The Yard Site Improvement Plan (SIP) Project #SP16-22

Jennifer Drybread, Senior Planner, introduced the item. Bryan McFarland, Principal of Alberta Development Partners, and Kristoffer Kenton, Director of Architecture, Galloway and Company spoke about the project.

Council Member Brunnick moved, Mayor Pro Tem Squyer seconded, to approve The Yard Site Improvement Plan (SIP) Project #SP16-22 with the conditions as noted in the Staff Report and with following additional condition:

“The future mural is subject to an Administrative Amendment to the Site Improvement Plan. The proposed mural will be referred to the Lone Tree Arts Commission for final materials for durability and final images for appropriateness.”

The motion passed with a 5 to 0 vote.

Approval of Park Meadows Filing 1, 3rd Amendment (The Yard Final Plat) Project # SB16-24

Jennifer Drybread, Senior Planner, introduced the item. Bryan McFarland, Principal of Alberta Development Partners, and Kristoffer Kenton, Director of Architecture, Galloway and Company spoke about the project.

Council Member Shaw moved, Council Member Carpenter seconded, to approve the Park Meadows Filing 1, 3rd Amendment Project #SP16-24 subject to the following condition: Prior to recordation, the Public Works Department shall approve the final plat for technical requirements. . The motion passed with a 5 to 0 vote.

Police Department

Approval of IGA with Arapahoe County Sheriff for Use of Arapahoe Driving Track Facility

Interim Police Chief Ron Pinson introduced the item.

Council Member Carpenter moved, Council Member Brunnick seconded, to approve the IGA with Arapahoe County Sheriff for use of the Arapahoe County Driving Track Facility. The motion passed with a 5 to 0 vote.

Public Works

Approval of Design and Construction Agreement with Urban Drainage and Flood Control District for Improvements for West Cook Creek Downstream of Lincoln

John Cotten, Public Works Director, introduced the item.

Mayor Pro Tem Squyer moved, Council Member Shaw seconded, to approve the Design and Construction Agreement with Urban Drainage and Flood Control District in the amount of up to \$50,000.00 and authorize the Public Works Director to execute the contract documents. The motion passed with a 5 to 0 vote.

City Easement Donations for Colorado Department of Transportation (CDOT) for C-470 Widening

John Cotten, Public Works Director, introduced the item.

Mayor Pro Tem Squyer moved, Council Member Carpenter seconded, to approve the two easements from the City of Lone Tree to the Colorado Department of Transportation and submittal of the Real Property Donation form and authorize the City Manager to execute and transmit all necessary documents related thereto. The motion passed with a 5 to 0 vote.

Approval of Southeast Rail Extension License Agreements with RTD

John Cotten, Public Works Director, introduced the item.

Council Member Shaw moved, Council Member Brunnick seconded, to approve the License Agreement for the RTD Crossings and City rights-of-way. The motion passed with a 5 to 0 vote.

Administrative Matters

Public Hearing: Approving The Service Plan for the Yard Metropolitan District

RESOLUTION 16-23, APPROVING THE SERVICE PLAN FOR THE YARD METROPOLITAN DISTRICT

Mayor Millet opened the public hearing at 8:40 p.m.

Neil Rutledge, Assistant City Attorney, introduced the item. Gary White, City Attorney, and David O’Leary, Spencer Fane, LLC spoke about the project.

Mayor Millet opened the public hearing for comment at 8:54 p.m.

There was no public comment.

The public hearing was closed at 8:55 p.m.

Mayor Pro Tem Squyer moved, Council Member Shaw seconded, to approve the **Resolution 16-23, APPROVING THE SERVICE PLAN FOR THE YARD METROPOLITAN DISTRICT with the added condition:** Amend the last paragraph of Article V, Section A, Subsection 1 of the Service Plan, to read as follows: The District shall undertake all ownership, operations and maintenance responsibilities for the Public Improvements which are not conveyed to the City, owner associations, or other government entities as appropriate, and will do so either itself or by contract with owner associations or others. If the District operates the facilities, revenue to pay the expenses of operations shall be obtained from a combination of mill levies, fees, rates, tolls, or charges legally imposed by the District or other legally available revenues of the District. User fees for use of recreational facilities may be different for residents or property owners of the District than for outside users. The District shall enter into an agreement with the City before it undertakes any operation and maintenance activities, such agreement to take the form either of an addition to the IGA in Exhibit F or a separate agreement, in the City Manager’s sole discretion, which shall be completed by the date required herein for execution of Exhibit F. The motion passed with a 5 to 0 vote.

Approval of IGA with South Suburban Park and Recreation District for Library Reuse Programming

Seth Hoffman, City Manager, introduced the item and spoke about the project.

Council Member Shaw moved, Council Member Brunnick seconded, to approve the IGA with South Suburban Park and Recreation District for Library Reuse Programming and authorize the City Manager to execute the contract documents. The motion passed with a 5 to 0 vote.

Approval of Contract with Barker Rinker Seacat Architecture for Library Reuse Interior Design

Seth Hoffman, City Manager, introduced the item and spoke about the project.

Council Member Carpenter moved, Mayor Pro Tem Squyer seconded, to approve the contract with Barker Rinker Seacat Architecture in the amount of \$47,178.00 for Library Reuse Interior Design and authorize the City Manager to execute the contract documents. The motion passed with a 5 to 0 vote.

Approval of Lone Tree Arts Center Interior Art Recommendation

Courtney Ozaki Moch, Lone Tree Arts Center Operations and Business Director, introduced the item.

Council Member Brunnick moved, Council Member Shaw seconded to approve the Lone Tree Arts Center Interior Art Recommendation of Michele Gutlove as the selected artist to design, build, and install the Lone Tree Arts Center lobby public art project and authorize the Lone Tree Arts Center Director to execute the contract documents. The motion passed with a 5 to 0 vote.

Adjournment

There being no further business, Mayor Millet adjourned the meeting at 9:29 p.m.

Respectfully submitted,

Tobi Basile, Deputy City Clerk



CITY OF LONE TREE

FINAL STAFF REPORT

To: Mayor Millet and City Council

From: Jennifer Drybread, Senior Planner
Kelly First, Director of Community Development

Date: September 7, 2016

SUBJECT: Park Meadows, Filing 1, 3rd Amendment
The Yard at Lone Tree, Project SP16-22

Owner:
Furniture Row Colo, LLC
Greg Ruegsegger

Representative:
Alberta Development Partners
Bryan McFarland
Greenwood Village, CO 80111

Planning Commission Meeting Date: July 12, 2016
City Council Meeting Date: September 6, 2016

The City Council unanimously approved the Site Improvement Plan subject to the following conditions:

1. Prior to issuance of the first building permit, the applicant must come to an agreement to the satisfaction of the City regarding the construction of the improvements associated with the intersection at Park Meadows Drive, including associated signalization.
2. The applicant shall install and pay for the extension of the 6-foot detached sidewalk along Park Meadows Drive from Yosemite Street to the project's access/intersection on Park Meadows Drive. The SIP will be amended accordingly.
3. The applicant shall remove what will be an unconnected Willow Creek Trail segment west of the main access drive on Park Meadows Drive. The SIP will be amended accordingly.
4. The applicant shall install and pay for all other improvements per the SIP and/or approved Engineering Construction Plans, including (but not limited to):

- The proposed trail realignment on both sides of Park Meadows Drive.
 - The added turn lane across the site frontage on the west side of Yosemite Street.
 - Relocation of the existing traffic signal at the NW corner of Yosemite Street and Park Meadows Drive.
 - Relocation of the sidewalk across the site frontage along the west side of Yosemite Street.
 - Installation of the sidewalk across the site frontage along Park Meadows Drive.
 - Installation of the entire access roadway, and associated improvements, from Park Meadows Drive into the site, including the proposed bridge over Willow Creek.
5. The applicant's request to provide for an alternative review and approval process for pads H, I, and J, is contingent upon the applicant submitting design standards for City Council review and approval. The design standards should, at minimum, establish a palette of approved materials, colors, and architectural guidelines. They should also encourage orientation of outdoor seating towards the open space and address design standards for such outdoor patios. Should the design standards be approved by the City Council, future review and approval of pads H, I, and J would be subject to review and approval by the Planning Commission only.
 6. The Public Works Department shall approve the SIP for technical requirements.
 7. The following note be added to the SIP by the elevation showing the mural location (sheet 50):

“The future mural is subject to an Administrative Amendment to the Site Improvement Plan. The proposed mural will be referred to the Lone Tree Arts Commission for final materials for durability and final images for appropriateness.”

END



CITY OF LONE TREE

FINAL STAFF REPORT

To: Mayor Millet and City Council

From: Jennifer Drybread, Senior Planner
Kelly First, Director of Community Development

Date: September 7, 2016

SUBJECT: Park Meadows, Filing 1, 3rd Amendment
The Yard Replat, Project SB16-24

Owner:
Furniture Row Colo, LLC
Greg Ruegsegger

Representative:
Alberta Development Partners
Bryan McFarland
Greenwood Village, CO 80111

Planning Commission Meeting Date:	Not applicable
City Council Meeting Date:	September 6, 2016

The City Council unanimously approved the Replat subject to the following condition:

1. Prior to recordation, the Public Works Department shall approve the final plat for technical requirements.

END



CITY OF LONE TREE

STAFF REPORT

TO: Mayor Millet and City Council

FROM: Lisa A. Albers, P.E., Capital Improvement Project Manager

FOR: September 20, 2016 Council Meeting

DATE: September 8, 2016

SUBJECT: Approval of PLM Asphalt and Concrete, Inc. Contract for Park Meadows Drive Overlay Contract

Summary

Staff recommends City Council approve the construction contract (attached) with PLM Asphalt and Concrete, Inc. in the amount of \$331,073.35 for the overlay of the southbound/eastbound lanes of Park Meadows Drive from Kimmer Drive to the Metropolitan Apartments.

Cost

The total contract cost is \$331,073.35.

Suggested Motion or Recommended Action

I move to approve the contract with PLM Asphalt and Concrete, Inc. in the amount of \$331,073.35 for the Park Meadows Drive Overlay project.

Background

Bids were received and opened for the 2016 Asphalt Overlay Program on April 7, 2016 and Brannan Sand and Gravel was the low bidder. The bids included a cost to mill and overlay Park Meadows Drive from Yosemite Street to the Metropolitan; however, the lowest bid came in well over the budget. As presented during the April 19th City Council Hearing, the remaining funds in the 2016 Asphalt Overlay Program would be used to pave as much of Park Meadows Drive as possible and program the remaining portion of Park Meadows Drive into the 2017 Asphalt Overlay Program.

We have completed the contract with Brannan Sand and Gravel, which included paving the Charter, Park Meadows Center Drive, and some repair work on Park Meadows Drive west of Yosemite. Out of the awarded \$771,326.45 contract with Brannan, only \$682,641.49 was billed, leaving \$88,484.96. There is also \$74,698.25 remaining from the concrete repair contract with Silva Construction. Therefore, out of the current budget of \$1,625,000 for the

2016 Asphalt Overlay Program, there is \$473,805.58 left to overlay Park Meadows Drive (the southbound/eastbound lanes from Kimmer to the Metropolitan Apartments). The \$473K will be used to cover the \$331K contract with PLM Asphalt and Concrete, Inc.; \$50K to overlay one lane adjacent to the newly added lane on Yosemite Street; \$50k for concrete repairs; and \$42K soft costs for engineering design, inspections, and testing.

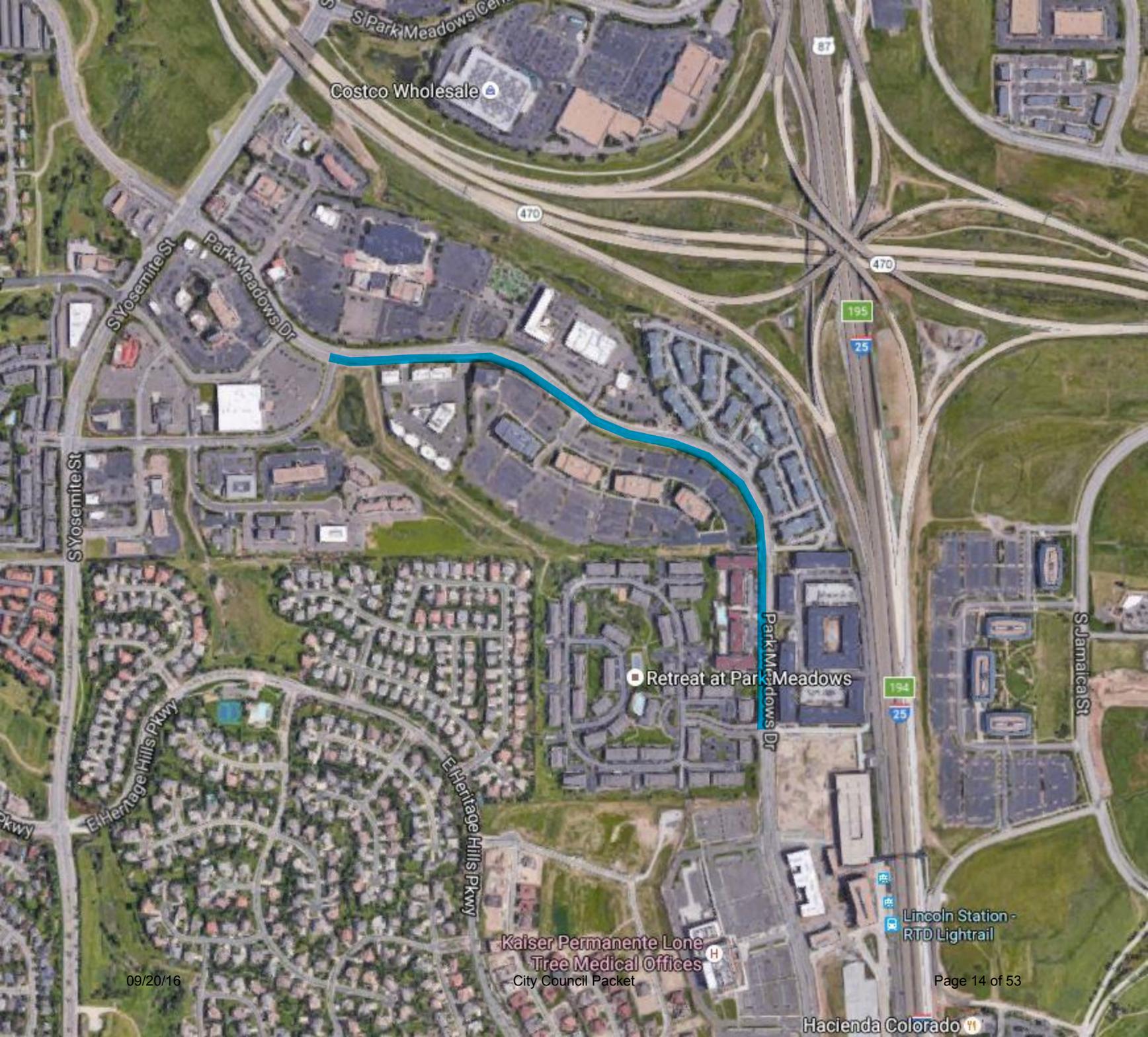
The budget and distribution of funding is further described in the tables below.

FY 2016 Budget	\$1,625,000.00
Asphalt and Concrete Billed to Date	\$1,096,843.24
Soft Costs Billed to Date	\$54,351.18
Remaining Available Funds	\$473,805.58

Remaining Available Funds	\$473,805.58
Park Meadows Drive Overlay	\$331,073.35
Park Meadows Drive Concrete Repairs	\$50,000
Yosemite St (one lane overlay)	\$50,000
Soft Costs for Above	\$42,000
Remaining Available Funds	\$732.23

Attachments:

- Attachment A: Map of Park Meadows Drive Overlay
- Attachment B: Notice of Award
- Attachment C: Agreement
- Attachment D: Notice to Proceed



Costco Wholesale

470

87

470

195

25

S Yosemite St

Park Meadows Dr

S Yosemite St

Retreat at Park Meadows

194

25

Park Meadows Dr

S Jamaica St

E Heritage Hills Pkwy

E Heritage Hills Pkwy

Kaiser Permanente Lone Tree Medical Offices

H

Lincoln Station - RTD Lightrail

SECTION 00 51 00
NOTICE OF AWARD

Dated September 20, 2016

TO: **PLM ASPHALT AND CONCRETE, INC.**
Project: **2016 Street Overlay – Park Meadows Drive**
ENGINEER's Project No.: **PROJECT No. 061-428**
OWNER: **CITY OF LONE TREE, COLORADO**

You are hereby notified that your Bid dated August 17, 2016 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for Bid Schedule E.

2016 Street Overlay – Park Meadows Drive

The Estimated Contract Price based on total of Unit Price Work is:

Three-Hundred and Thirty-One Thousand Seventy-Three Dollars and Thirty-Five Cents
(\$331,073.35)

Four (4) copies of each of the proposed Contract Documents (with reduced-sized Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award that is by September 30, 2016.

1. You must deliver to the CITY all four (4) fully executed counterparts of the Agreement including all the Contract Documents. This includes the sets of Drawings. Each of the Contract Documents must bear your signature on the cover of the page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (paragraph 6.01) and Supplementary Conditions.

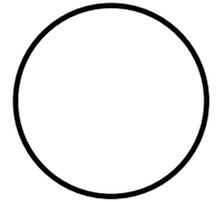
Failure to comply with these conditions within the time specified will entitle CITY to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, CITY will return to you two (2) fully signed counterparts of the Agreement with the Contract Documents attached.

CITY OF LONE TREE

By: _____

Title: City Manager



PROJECT MANUAL
FOR
CITY OF LONE TREE
2016 STREET OVERLAY – PARK MEADOWS DRIVE

PREPARED FOR
CITY OF LONE TREE, COLORADO

PREPARED BY
TTG CORPORATION
CONSULTING ENGINEERS

AUGUST 10, 2016

PROJECT MANUAL
for
CITY OF LONE TREE
2016 STREET OVERLAY – PARK MEADOWS DRIVE

Engineer's Project No.: 061-428

OWNER: City of Lone Tree, Colorado
9220 Kimmer Drive
Lone Tree, Colorado 80124
Phone: (303) 708-1818

ENGINEER: TTG Corporation
9222 Teddy Lane
Lone Tree, Colorado 80124
Phone: (303) 662-8112

Project Manager: Taylor C. Goertz, P.E.

Address all communications regarding this project to the ENGINEER at the address listed above.

00 01 10
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SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to BIDDERS which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700 Standard General Conditions of the Construction Contract – 2013 Edition) have the meanings assigned to them in the General Conditions. The term "BIDDER" means one who submits a Bid directly to CITY, as distinct from a sub-bidder, who submits a bid to a BIDDER. The term "Successful BIDDER" means the lowest, qualified, responsible and responsive BIDDER to whom CITY (on the basis of CITY's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to BIDDERS, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Electronic sets of Bidding Documents may be obtained as stated in the Invitation to Bid.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither CITY nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 CITY and ENGINEER, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATION OF BIDDERS

- 3.1 To demonstrate qualifications to perform the Work, each BIDDER must submit with the Bid a written statement of qualifications including financial data, a summary of previous experience, previous commitments and evidence of authority to conduct business in jurisdiction where the Project is located. Each Bid must contain evidence of BIDDER's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract. The Statement of Qualifications shall be prepared on the form attached to the Bid Form.
- 3.2 In determining the BIDDER's qualifications, the following factors will be considered: Work previously completed by the BIDDER and whether the BIDDER (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the Work properly and expeditiously, (c) has the financial resources to meet all obligations incident to the Work, and (d) has appropriate technical experience, and (e) has successfully completed at least three projects of similar size and scope in the last five years. All these factors shall be considered in total, and weighed as necessary in accordance with the needs of the project. No particular factor shall necessarily be dispositive.
- 3.3 Each BIDDER may be required to show that he has handled former work so that no just claims are pending against such work. No Bid will be accepted from a BIDDER who is engaged on any other work which would impair his ability to perform or finance this Work.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each BIDDER before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate BIDDER's observations with the Contract Documents; and (e) notify ENGINEER of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Reference is made to the Supplementary Conditions for identification of:

4.2.1 Those reports of explorations and tests of subsurface conditions at the site which have been utilized by ENGINEER in preparation of the Contract Documents. BIDDER may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by ENGINEER in preparation of the Contract Documents. BIDDER may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by CITY to any BIDDER on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which BIDDER is entitled to rely as provided in Paragraphs 5.03 of the General Conditions. A are incorporated therein by referenced. Such technical data has been identified and established in the Supplementary Conditions.

4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to CITY and ENGINEER by CITYs of such Underground Facilities or others, and CITY does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Article 5 of the General Conditions.

4.5 Before submitting a Bid, each BIDDER will, at BIDDER's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which BIDDER deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 4.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by CITY unless otherwise provided in the Contract Documents.
- 4.7 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

- 5.1 All questions about the meaning or intent of the Bidding Documents are to be submitted by electronic correspondence or in writing. Interpretation or clarifications considered necessary in response to such questions will be issued only by Addenda. Questions received less than four (4) days prior to the date for opening of the Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Questions should be directed as indicated on the cover page.
- 5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by CITY or ENGINEER.
- 5.4 Addenda will be posted on the CITY's website. It is the BIDDER's responsibility to periodically check the CITY's website for such Addenda. Acknowledgment of all addenda is required to submit a responsive bid. No Addenda will be issued later than three (3) days prior to the date for receipt of Bids except an Addendum, if necessary, postponing the date for receipt of Bids or withdrawing the request for Bids.

6. BID SECURITY

- 6.1 The amount of Bid Security is stated in the Invitation to Bid. The required security must be in the form of a certified or bank cashier's check made payable to CITY or a Bid Bond on the form enclosed herewith. The bid bond must be executed by a surety meeting the requirements set forth in the General Conditions for surety bonds.
- 6.2 The Bid Security of the successful BIDDER will be retained until such BIDDER has executed the Agreement and furnished the required contract security, whereupon checks furnished as Bid Security will be returned. If the Successful BIDDER fails to execute and deliver the Agreement and furnish the required contract security within the timeframe specified in the Notice of Award, CITY may annul the Notice of Award and the Bid Security of that BIDDER

will be forfeited. The bid security of other BIDDERS whom CITY believes to have a reasonable chance of receiving the award may be retained by CITY until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the forty-sixth (46th) day after the Bid opening, whereupon Bid security furnished by such BIDDERS will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. CONTRACT TIME

The number of days within which, or the date by which the Work is to be complete (the Contract Time) will be negotiated with the Successful BIDDER and will be included in the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Agreement.

9. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described on the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement." The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Sections 7.04 and 7.05 of the General Conditions which may be supplemented in the General Requirements.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1 The apparent low BIDDER, and any other BIDDER so requested, will within seven days after the date of the Bid opening submit to CITY a list of principal Subcontractors, suppliers and other persons and organizations he proposes to use in the Work. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by CITY.

10.2 Particular consideration will be given to the qualifications of each Subcontractor proposed to perform more than ten percent (10%) of the Work.

10.3 The list of Subcontractors shall also include the suppliers and manufacturers of pipe line materials and other principal items of materials and equipment the BIDDER expects to use in the Work unless such suppliers or manufacturers are named in the Bid Form.

10.4 If CITY or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, either may, before the Notice of Award is given, request the apparent BIDDER to submit an acceptable substitute without an increase in Bid price. If the apparent Successful BIDDER declines to make any such substitution, CITY may award the contract to the next lowest BIDDER that proposes to use acceptable Subcontractors, Suppliers and other

persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any BIDDER. Any Subcontractor, Supplier, other person or organization listed and to whom CITY or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to CITY and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Section 7.06 of the General Conditions.

- 10.5 CONTRACTOR shall not be required to employ any Subcontractor against whom he has reasonable objection. The use of Subcontractors listed by the BIDDER and accepted by CITY prior to the Notice of Award will be required in the performance of the Work.
- 10.6 The Contract Documents will take precedence over any nonconforming data submitted. Any Bid specifically conditioned upon furnishing equipment or materials which are not responsive to the Contract Documents will not be considered.
- 11. BID FORM
 - 11.1 A copy of the Bid Form is bound in the Contract Documents.
 - 11.2 Bid Forms must be completed in ink or typed. The total price(s) on the form must be stated in words and numerals; in case of a conflict, words will take precedence. All unit prices including lump sums, in the unit price schedule, are to be expressed in numerals only.
 - 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other appropriate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name.
 - 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.
 - 11.5 Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant. The full name of each person or company interested in the Bid shall be listed on the Bid Form.
 - 11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
 - 11.7 No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the BIDDER; if initialed, CITY may require the BIDDER to identify any alteration so initialed.
- 12. BID PRICING
 - 12.1 Bids must be priced on a unit price basis for each Bid Schedule. Contractor is solely responsible for determining any and all direct and incidental costs associated with performing the Work in accordance with the Contract Documents. Bids must include separate prices for each and any alternatives allowed for in the specifications. The price of the Bid will be increased or decreased accordingly if CITY selects any or all proposed alternatives. Bidders

are required to bid on all Bid Items, Alternates, and Unit Prices shown on the Bid Form. Failure to do so may result in Bid disqualification.

13. SUBMISSION OF BIDS

- 13.1 Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the BIDDER and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.
- 13.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened. BIDDER shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 13.3 Oral, telephonic, or telegraphic Bids are invalid and will not receive consideration.
- 13.4 No BIDDER may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.
- 13.5 All Bids, accompanying documents and copies thereof will be prepared and submitted at the Bidder's expense, and upon submittal to the CITY of Lone Tree, Bids and all accompanying documents become a CITY record and therefore a public record.

14. MODIFICATION AND WITHDRAWAL OF BIDS

- 14.1 Bids may be modified or withdrawn, up to twenty-four (24) hours prior to expiration of the deadline for submitting bids, by an appropriate document duly executed (in a manner that a Bid must be executed) and delivered to the place where Bids are to be submitted.
- 14.2 Bids may also be modified or withdrawn, up to twenty-four (24) hours prior to expiration of the deadline for submitting bids, in person by the Bidder or an authorized representative provided he could prove his identity and authority.
- 14.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 14.4 If, within twenty-four (24) hours after Bids are opened, any BIDDER files a duly signed, written notice with CITY and promptly thereafter demonstrates to the reasonable satisfaction of CITY that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and the Bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Contract Documents.

15. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly as indicated in the Invitation to Bid. An abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

16. BIDS TO REMAIN OPEN SUBJECT TO ACCEPTANCE

All Bids shall remain open for forty (40) days after the day of the Bid opening, but CITY may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

17. AWARD OF CONTRACT

17.1 CITY reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful BIDDER, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, CITY reserves the right to reject the Bid of any BIDDER if CITY believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsive or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

17.2 In evaluating Bids, CITY will consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be if requested in the Bid Form or prior to the Notice of Award.

17.3 CITY may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted. CITY also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4 CITY may conduct such investigations as CITY deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the BIDDER's proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to CITY's satisfaction within the prescribed time.

17.5 If the contract is to be awarded, it will be awarded to the lowest BIDDER whose evaluation by CITY indicates to CITY that the award will be in the best interest of the Project.

17.6 Prior to awarding the work, the CITY will negotiate with the chosen BIDDER for the additional costs described in Section 13.6. If the negotiations fail with this BIDDER, the CITY reserves the right to negotiate with the next lowest BIDDER. The successfully negotiated sum will be added to the contract by change order.

17.7 If the contract is to be awarded, CITY will give the Successful BIDDER a Notice of Award within forty (40) days after the day of the Bid opening.

18. CONTRACT SECURITY

Paragraph 6.01 of the General Conditions and the Supplementary Conditions set forth CITY's requirements as to performance and other Bonds. When the Successful BIDDER delivers the executed Agreement to CITY it shall be accompanied by the required Contract Security.

19. SIGNING OF AGREEMENT

When CITY gives a Notice of Award to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to CITY with the required Bonds. Within ten (10) days thereafter CITY shall deliver two (2) fully signed counterparts to CONTRACTOR.

20. AGREEMENT SUBJECT TO CONSTITUTIONAL LIMITATIONS

The Agreement with the Successful Bidder is subject to all applicable Colorado constitutional limitations, including that the CITY's financial obligations shall be from year to year only and do not constitute a multiple fiscal year debt or financial obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated, as more fully described in paragraph 10.7 of the Agreement.

21. TAXES

CITY is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. Refer to Supplementary Conditions SC-6.10 for additional information.

22. RETAINAGE

Provisions concerning retainage are set forth in the Agreement. Contractor will not be permitted to deposit securities in lieu of retainage, unless specifically agreed to in writing by CITY.

END OF SECTION

SECTION 00 41 43

BID FORM

PROJECT IDENTIFICATION: **2016 Street Overlay – Park Meadows Drive**

CONTRACT IDENTIFICATION NUMBER: Project #061-428

THIS BID IS SUBMITTED TO: City of Lone Tree
9222 Teddy Lane
Lone Tree, CO 80124

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of CITY's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date of issue	Number

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in paragraph SC-5.03 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.04 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purpose.
 - (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of paragraph 5.05 of the General Conditions.
 - (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over CITY; and
4. BIDDER will complete the work, as defined by CITY to include any or all of the following schedules, for the following price(s):

BID SCHEDULE A (Park Meadows Drive)

No.	Item	Quantity	Unit	Unit Cost	Total
1.	2" Asphalt Rotomill	14,733	S.Y.	\$2.45	\$36,95.85
2.	Asphalt Overlay	1,637	TON	\$72.00	\$117,864.00
3.	8" White Solid	961	L.F.	\$4.70	\$4,516.70
4.	4" Double Yellow	1,855	L.F.	\$3.85	\$7,141.75
5.	4" White Solid	3,865	L.F.	\$2.85	\$11,015.25
6.	4" White Skip	1,654	L.F.	\$6.25	\$10,337.50
7.	Bike & Arrow Symbol	6	EA.	\$1,881.00	\$11,286.00
8.	White Arrow Symbol	12	EA.	\$1,463.00	\$17,556.00
9.	White "ONLY" Symbol	4	EA.	\$2,563.00	\$10,252.00
10.	2' Stop Bar	43	L.F.	\$115.00	\$4,945.00
11.	White Crossblock (2' x 10')	23	EA.	\$1,062.00	\$24,426.00
12.	Full Depth Asphalt Replacement	177	TON	\$91.00	\$16,107.00
13.	Saw Cut Asphalt	379	L.F.	5.70	\$2,160.30
14.	Traffic Control	1	L.S.	\$25,370.00	\$25,370.00
15.	Mobilization	1	L.S.	\$5,500.00	\$5,500.00
16.	Erosion Control	1	L.S.	\$1,500.00	\$1,500.00
17.	Force Account	1	L.S.	\$25,000.00	\$25,000.00
TOTAL-SCHEDULE A					\$331,073.35

TOTAL BID SCHEDULE A:

Three Hundred Thirty One Thousand Seventy Three Dollars and Thirty Five Cents. _____
(words)

(\$331,073.35) (number)

5. BIDDER agrees that, should the CITY elect to award any or all of Bid Schedule, the Substantial and Final Completion dates for all awarded Work are as defined in Article 3 of the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security
- (b) A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid
- (c) Required Bidders Qualification Statement with supporting data

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20_____.

If BIDDER is:

An Individual

By _____
(SEAL)

(Individual's Name)

doing business as _____

Business address:

Phone No.: _____

A Partnership

By _____
(SEAL)

(Firm Name)

(General Partner)

Business address:

Phone No.: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of person authorized to sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address:

Phone No.: _____

A Joint Venture

By _____
(Name)

(Address)

By _____

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

PLM

ASPHALT & CONCRETE, INC.

3313 Moline Street, Aurora, CO 80010

PHONE: (303) 287-0777 FAX: (303) 287-4779

To: City Of Lone Tree	Contact: Taylor Goertz
Address: 9220 Kimmer Drive, Suite 100 Lone Tree, CO 80124	Phone: 303.708.1818 Fax: 303.225.4949
Project Name: 2016 Street Overlay - City Of Lone Tree	Bid Number: 23449
Project Location: Various, Lone Tree, CO	Bid Date: 8/17/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	2" Asphalt Rotomill	14,733.00	SY	\$2.45	\$36,095.85
2	Asphalt Overlay - 2"	1,637.00	TON	\$72.00	\$117,864.00
3	8" White Solid	961.00	LF	\$4.70	\$4,516.70
4	4" Double Yellow	1,855.00	LF	\$3.85	\$7,141.75
5	4" White Solid	3,865.00	LF	\$2.85	\$11,015.25
6	4" White Skip	1,654.00	LF	\$6.25	\$10,337.50
7	Bike & Arrow Symbol	6.00	EACH	\$1,881.00	\$11,286.00
8	White Arrow Symbol	12.00	EACH	\$1,463.00	\$17,556.00
9	White "ONLY" Symbol	4.00	EACH	\$2,563.00	\$10,252.00
10	2' Stop Bar	43.00	LF	\$115.00	\$4,945.00
11	White Crossblock (2' X 10')	23.00	EACH	\$1,062.00	\$24,426.00
12	Full Depth Asphalt Replacement	177.00	TON	\$91.00	\$16,107.00
13	Saw Cut Asphalt	379.00	LF	\$5.70	\$2,160.30
14	Traffic Control	1.00	LS	\$25,370.00	\$25,370.00
15	Mobilization	1.00	LS	\$5,500.00	\$5,500.00
16	Erosion Control	1.00	LS	\$1,500.00	\$1,500.00
17	Force Account	1.00	LS	\$25,000.00	\$25,000.00

Total Bid Price: \$331,073.35

Notes:

- Notes: We shall not be responsible for pavement failures due to unstable subgrade and/or frost beneath and/or adjacent to our work. We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) slope. Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner's Representative or by others.

EXCLUSION: ENGINEERING PERMITS, INSPECTION FEES, TESTING, SURVEYING, STAKING, BOND, ADJUSTMENTS OF WATER VALVES AND MANHOLES, PAVEMENT MARKINGS, LANDSCAPE REPAIR ADJACENT TO CONSTRUCTION, TRAFFIC CONTROL, PRIME COAT AND SUBGRADE PREP (UNLESS OTHERWISE SPECIFIED)

THE FINAL CONTRACT PRICE WILL BE DETERMINED FROM ACTUAL FIELD MEASUREMENTS OF COMPLETED WORK AT THE UNIT PRICES SHOWN ABOVE.

- This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties, and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the Contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner any representation, promise or endorsement made by any agent of person in Contractor's employment not set forth in this Agreement and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized office of the Contractor.
- This agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.
- Contractor shall not be liable for delays or damages occasioned by causes beyond the control of PLM Asphalt & Concrete, Inc., including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.
- If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.
- As directed by the Owner, construction lender, public body or any alteration or deviation from the specification that involves extra cost (subcontractor, labor, materials) will be executed only upon the parties entering into a written change order. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.
- Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payment.
- Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.
- Contractor may substitute materials without notice to Owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.
- Contractor shall not be responsible for underlying materials of the pavement.
- The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor cost of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damages to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracing materials (sealcoat, crack filler, tar, etc.) caused by others besides employees of PLM Asphalt and Concrete, Inc. regardless of whether such damage occurs or is worsened during the performance of the job.
- Warranty void if Contract is not paid in full.
- If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.
- In the event the amount of Contract is not paid within 31 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify the Contractor harmless from any cost of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the maximum lawful rate of 1-1/2% per month, not to exceed 18% per year, on the unpaid balance.
- The contractor will exercise reasonable care when performing the work, but cannot be held responsible in any manner for any damages done by other tradesmen, heavy trucks or chemical spills, including products not adhering to previous chemical spills.
- This Contract shall become binding when signed by all parties and the authorized officer of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel Contract after work has started.
- Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.
- Owner further agrees that the equity in this property is securing in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by the authorized Agent of the Contractor, or upon commencement of the work.
- This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.
- The proposal will expire within 30 days from date unless extended in writing by the company. After 30 days, we reserve the right to revise our price in accordance with the cost in effect at that time.
- Additional work can be done at your request, at an additional charge, while crew is on site, if time and materials are available.
- One year warranty from workmanship and materials.
- Traffic Control on city streets not included unless specifically called out in this contract.
- All Contracts subject to approval of management.
- We cannot guarantee paint adherence between October 1st and April 1st.
- By signing this contract, I acknowledge that I have read and full understand the Terms and Conditions attached to this contract.

- Any soft, frozen, unstable, or unsuitable sub grade materials encountered will be removed and replaced with Class 6 road base at an additional charge.
 PLM will not be held responsible for any damage to new concrete due to vandalism or from application of mag chloride or any other de-icing agents. PLM will not be held responsible for conditions or materials in, under, or adjacent to the pavement such as but not limited to post tension cables, irrigation or electrical lines, etc.
- As of June 2008, the asphalt suppliers are no longer providing project pricing.
 Asphalt Cement will be priced to the industry monthly with no carry over pricing month to month.
 Firm pricing can be provided at the beginning of each month for work to be completed during that month.
 This project is quoted with asphalt costs valid until March 2016.
 PLM will not be held responsible for conditions or materials in, under, or adjacent to the pavement such as but not limited to post tension cables, irrigation or electrical lines, etc.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: PLM Asphalt & Concrete, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Lyman Wilkinson 720.428.1556 lwilkinson@plmus.com</p>
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SECTION 00 51 00
NOTICE OF AWARD

Dated September 20, 2016

TO: **PLM ASPHALT AND CONCRETE, INC.**
Project: **2016 Street Overlay – Park Meadows Drive**
ENGINEER's Project No.: **PROJECT No. 061-428**
OWNER: **CITY OF LONE TREE, COLORADO**

You are hereby notified that your Bid dated August 17, 2016 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for Bid Schedule E.

2016 Street Overlay – Park Meadows Drive

The Estimated Contract Price based on total of Unit Price Work is:

Three-Hundred Thirty-One Thousand Seventy-Three Dollars and Thirty-Five Cents
(\$331,073.35)

Four (4) copies of each of the proposed Contract Documents (with reduced-sized Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award that is by September 30, 2016.

1. You must deliver to the CITY all four (4) fully executed counterparts of the Agreement including all the Contract Documents. This includes the sets of Drawings. Each of the Contract Documents must bear your signature on the cover of the page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (paragraph 6.01) and Supplementary Conditions.

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

Within ten (10) days after you comply with those conditions, CITY will return to you two (2) fully signed counterparts of the Agreement with the Contract Documents attached.

CITY OF LONE TREE

By: _____

Title: City Manager

SECTION 00 52 43

AGREEMENT – UNIT PRICE

THIS AGREEMENT is dated as of the _____ day of _____
in the year 20____ by and between the

CITY OF LONE TREE, COLORADO
(hereinafter called CITY) and

PLM ASPHALT AND CONCRETE, INC.
(hereinafter called Contractor)

CITY and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

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

2016 STREET OVERLY-PARK MEADOWS DRIVE

ARTICLE 2. ENGINEER

The project has been designed by TTG Engineers, Inc., who is hereinafter called “Engineer” and who will assume all duties and responsibilities, and have the rights and authority assigned to “Engineer” in the contract documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work to be provided under all awarded schedules shall meet Final Completion no later than November 18 , 2016 and that Substantial and Final Completion dates for all awarded Work shall be negotiated based on the Bid Schedule’s Phasing/Schedule Plan for that awarded work. At a minimum, all awarded work shall be substantially completed within thirty (30) days and final completion shall be forty five (45) days.

3.2 Liquidated Damages: CITY and Contractor recognize that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CITY if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, CITY and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay CITY Five Hundred Dollars (\$500.00)for each day that expires after the time specified in Paragraph 3.1 above for substantial completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, Contractor shall pay CITY Five Hundred dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 above for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

CITY shall pay Contractor for completion of the Work in current funds in accordance with the Contract Documents:

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

As provided in paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed by CITY or Engineer, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 10.06 of the General Conditions and any applicable Supplementary Conditions attached hereto. Unit prices have been computed as provided in paragraph 13.03.B of the General Conditions.

ESTIMATE TOTAL OF ALL UNIT PRICE WORK

Three Hundred Thirty One Thousand Seventy Three Dollars and Thirty Five Cents

(\$331,073.35)

ARTICLE 5. PAYMENT PROCEDURES

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

- 5.1 Progress Payments. CITY shall make progress payments on account of the Contract Price on the basis of a Contractor's Applications for Payment as recommended by Engineer. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Conditions.
- 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or CITY may withhold, in accordance with Paragraphs 15.01.C.5 and 15.01.C.6 of the General Conditions.
- a. 95% of Work completed (with the balance being retainage). If Work has been at least 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to CITY and Engineer, CITY, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage except as provided by the General Conditions, or State law.
 - b. 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to CITY as provided in Paragraph 15.01.B.1 of the General Conditions).
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, CITY shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06, as amended by the supplementary conditions.

ARTICLE 6. INTEREST

All moneys not paid when due hereunder as provided in Article 15 of the General Conditions shall bear interest at the maximum rate of 8% per year.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 Contractor has studied carefully all reports of explorations and test of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions, and accepts the determination set forth in Paragraph SC-5.03 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to reply.
- 7.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 7.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for accurately locating said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.04 of the General Conditions.
- 7.5 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.6 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between CITY and Contractor concerning the Work, consist of the following:

- 8.1 This Agreement (Pages 00 52 43 – 1 to 00 52 43 - 7, inclusive).
- 8.2 Exhibit to this Agreement (pages 0 to 0 , inclusive).
- 8.3 Performance, Payment and other Bonds (identified as Exhibits ___ and _____ and consisting of 5 pages.
- 8.4 Notice of Award.
- 8.5 Notice to Proceed.
- 8.6 General Conditions (Pages 1 to 65, inclusive) being the Standard General Conditions of the Construction Contract (2013 Edition).
- 8.7 Supplementary Conditions (Pages 1-13, inclusive).
- 8.8 Drawings and Specifications bearing the title:

2016 Street Overlay – Park Meadows Drive Overlay Program

- 8.9 Addendum number 0 .
- 8.10 Contractor’s Bid, dated August 17, 2016 .
- 8.11 Documentation submitted by Contractor prior to Notice of Award (Pages 0 to 0 , inclusive).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents pursuant to Paragraph 11.01 of the General Conditions.

The documents listed in Article 8 et. seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 11.01 of the General Conditions.

In case of discrepancy, the order of precedence of the following Contract Documents is as follows (i.e., the document with the lower numerical value shall govern over the documents with a higher value):

- 1. Change Orders
- 2. This Agreement
- 3. Addenda
- 4. Drawings
- 5. Supplementary Conditions
- 6. Specifications
- 7. General Conditions

ARTICLE 9. COMPLIANCE WITH LAWS AND IMMIGRATION STATUS OBLIGATIONS

9.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work, including, without limitations, any preference for Colorado Labor as may be required pursuant to Article 17, of Title 8 of the Colorado Revised Statutes (the "Keep Jobs in Colorado Act"). Except where otherwise expressly required by applicable Laws and Regulations, neither CITY nor DESIGN PROFESSIONAL shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

9.2 Contractor certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Contractor will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") 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.

9.3 Contractor shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

9.4 Contractor shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) 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.

9.5 Contractor is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

9.6 If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Contractor shall be required to:

1) Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph 9.2 2) required the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 9.7 Contractor shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et seq., as amended from time to time.
- 9.8 If Contractor violates any of the provisions set forth in this section, the City may terminate the Agreement and Contractor shall be liable for all actual and consequential damages incurred by the City.

ARTICLE 10. MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 10.2 Reference to the General Conditions shall include modifications thereof by the Supplementary Conditions.
- 10.3 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 10.4 Except for the intended beneficiaries of the Labor and Material Payment Bond executed in conjunction with this Agreement, nothing in this Agreement shall be construed to give any rights or benefits by virtue of this Agreement to anyone other than CITY and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for sale and exclusive benefit of CITY and Contractor and not for the benefit of any other party.
- 10.5 CITY and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.6 Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.7 The CITY and Contractor acknowledge and agree that the payments hereunder shall constitute current expenditures of the CITY payable in the fiscal years for which funds are appropriated for the payment thereof. The CITY's obligations under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the CITY, or an obligation of the CITY payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof, or payable from any funds of the CITY other than funds appropriated for the payment of current expenditures. No provision of this

Agreement shall be construed to pledge or to create a lien on any class or source of CITY monies, assets or properties.

10.8

To the extent this contract may be construed to be a “sole source contract” within the meaning of sections 15 through 17 of Article XXVIII of the Colorado Constitution, and to the extent these constitutional provisions have not been enjoined or invalidated by a court of competent jurisdiction, the requirements and limitations of these constitutional provisions are hereby incorporated in this contract, including the following:

Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, contract holders shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the contract holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

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

This Agreement will be effective on _____, 20____.

CITY:
CITY OF LONE TREE, COLORADO

CONTRACTOR:
PLM ASPHALT & CONCRETE, INC.

By: _____

By: _____

Title: _____

Title: _____

Attest:

Attest:

By: _____

By: _____

Title: _____

Title: _____

[SEAL]

[SEAL]

Address For Giving Notices:

CITY:

CONTRACTOR:

City of Lone Tree
9220 Kimmer Dr, Suite 100
Lone Tree, CO 80124
Attn: John P. Cotton, PE

Attn: _____

SECTION 00 55 00

NOTICE TO PROCEED

Dated September 20, 2016

TO: **PLM ASPHALT AND CONCRETE, INC.**
PROJECT: **2016 Street Overlay – Park Meadows Drive**
Engineers Project No.: **PROJECT No. 061-428**
AGREEMENT DATE: _____
OWNER: **CITY OF LONE TREE, COLORADO**

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. By that date, you are to start performing the Work and your other obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are _____, 20____ and _____, 20____, respectively.

Before you may start any Work at the site, paragraph 2.01.B of the Supplementary Conditions provides that the CONTRACTOR shall deliver to CITY (with copies to ENGINEER) certificates of insurance which the CONTRACTOR is required to purchase and maintain in accordance with Paragraphs 6.02, 6.03, and 6.05 of the General Conditions, and any modification as contained within the Supplementary Conditions of the Contract Documents.

Work at the site must be started by _____, 20____ as indicated in the Contract Documents.

THE CITY OF LONE TREE

By: _____

Title: _____

Copy to CITY
(Use Certified Mail,
Return Receipt Requested)



CITY OF LONE TREE STAFF REPORT

TO: Mayor Millet and City Council

FROM: Phil Buckley-Corum, John Cotten-Public Works

DATE: September 15, 2016

FOR: September 20, 2016 City Council Meeting

SUBJECT: Lone Tree Pedestrian Bridge

Summary

Pursuant to Hamon Infrastructure's recent pricing efforts based on the Construction Documents dated 7/20/16, we are pleased to report that a Final Guaranteed Maximum Price (FGMP) contract amendment will be submitted for approval in October.

However, in order to maintain the schedule, it is necessary to order two long-lead items at this time. The two items are the bridge bearings that the ends of the bridge rest on and the ETFE roofing material for the bridge. The cost of the bearings is \$60,400 and the ETFE material cost is \$155,800.

Cost

Next month, we will seek approval of a contract amendment with an approximate addition of \$125,000 to the \$5,220,000 previously approved Interim Guaranteed Maximum Price contract amount. Notes as follows:

- Lighting/Electrical budget of \$200,000 is included within the FGMP; Pricing of all lighting as specified is roughly \$460,000 or \$260,000 over budget. We are reviewing possible alternative light fixtures and other options for Council review.
- FGMP pricing currently includes a form-liner stained stone pattern in lieu of actual stone veneer. A presentation on the form liner by Fentress Architects will occur at the Study Session.
- In order to stay within the \$7,000,000 funding authorization, it will necessary to move approximately \$125,000 of the City contingency into the contract costs. This results in a balance of \$125,000 in City contingency.

Suggested Motion or Recommended Action

Recommend approval to authorize Hamon Infrastructure to purchase the bridge bearings and ETFE roofing material and to move \$125,000 from City Contingency to the construction fund based on the above information.

Background

Project background is summarized on the attached memorandum, dated September 14, 2016, from Phil Buckley of Corum Real Estate.

MEMORANDUM

TO: CITY OF LONE TREE
FROM: CORUM REAL ESTATE GROUP
SUBJECT: LONE TREE PEDESTRIAN BRIDGE
DATE: SEPTEMBER 14, 2016

I. PRICING PROCESS

Pursuant to authorization by the City of Lone Tree City Council, in early January 2015, Corum Real Estate has managed the predevelopment process and collaborated with, Fentress Architects, Design Consultant team and Hamon Infrastructure to further develop the design and construction parameters for the Lone Tree Pedestrian Bridge project. Over the course of the last few months the team met on a bi-weekly basis. The construction documents were completed on July 20, 2015 and subsequently Hamon took them to the subcontract and vendor market for pricing. Update is as follows:

- FGMP Pricing Update
 - Initial FGMP pricing exceeded the IGMP pricing from Hamon. The two primary contributors are lighting and stone veneer. With lighting we were expecting the overage and it is in the magnitude of \$220K. The stone veneer was a surprise, but due to a busy subcontract market and additional detailing by the design team the pricing far exceeded the budget. We are herewith recommending that a concrete form-liner be used that would result in a stained stone product. Examples are included and/or will be presented at our meeting.
 - Given the above we are pleased to report that Hamon did achieve a Final Guaranteed Maximum Price (FGMP) that meets the desired budget. The details of the overall budget are on a separate attachment.

Our next steps are summarized below:

- Construction Start – October 1st, 2016
- Project Completion – June 2017 (9 months October 2017 – June 2018)

II. RECOMMENDATION/FUNDING AUTHORIZATION REQUEST

It is our recommendation to move forward approval of the FGMP amendment and allow Hamon to begin the procurement process for steel and other time sensitive components of the bridge structure as shown on the final Construction Documents.

We will be working closely with City staff and Planning Department throughout the construction period and intend to provide regular updates to City Council. As always, we welcome any feedback and dialogue with the City of Lone Tree and look forward to continuing working towards the successful completion of the Lone Tree Pedestrian Bridge.

III. BUDGET ALIGNMENT SUMMARY

Description	Amount	Comments
Base Estimate	\$ 5,574,125	Base FGMP Pricing with lighting
Lighting overage	\$ (217,184)	Work to \$200K Budget Lighting
Lightning VE option	\$ 29,000	Need full lightning protection
Warranty Options	\$ (18,000)	Accept 3 year warranty
Other	\$ (10,000)	Testing Savings or other
Subtotal	\$ 5,357,941	With reductions above
City Contingency	\$ (137,941)	Leaves \$113K in City Contingency
Total	\$ 5,220,000	Matches IGMP Approval Amount



CITY OF LONE TREE

STAFF REPORT

TO: Mayor Millet and City Council

FROM: Lisa Rigsby Peterson, Executive Director LTAC

FOR: September 20, 2016 Study Session

DATE: September 12, 2016

SUBJECT: Scientific and Cultural Facilities District (SCFD) Resolution of Support

Summary

In the upcoming November general election, ballot issue 4B will ask voters in the seven-county Scientific and Cultural Facilities District if they will vote yes to renew the SCFD for twelve years after its current sunset date of June 30, 2018. This proposed City Council resolution affirms Council's support of the SCFD and the many benefits it provides to City residents.

Cost

SCFD is based on the collection of a one half of one percent sales tax on purchases in the seven county metro area. These funds are reinvested in the community through grants to arts, cultural and scientific organizations large and small, including the Denver Zoo, the Denver Museum of Nature and Science, the Children's Museum, Butterfly Pavilion, Hawk Quest, and Friends of Dinosaur Ridge, among over 300 others. The City of Lone Tree has received SCFD funding since 2005, first through the Arts Commission and now through the Lone Tree Arts Center. Lone Tree residents benefit not only from the provision of arts, culture and scientific programs close to home, but also from SCFD support of flagship Denver organizations like the Zoo, which reach millions of residents and their families from every corner of the District each year. Presently, the City receives approximately \$240,000 each year from SCFD to support work at the Arts Center and in the community. That amount is projected to grow in future years, assuming that the voters once again vote to extend their support of SCFD.

Suggested Motion or Recommended Action

Staff requests Council adopt the attached Resolution of support for the Scientific and Cultural Facilities District (SCFD) at its September 20, 2016 Council meeting.

Background

Last September, Council passed an initial resolution of support for the proposed SCFD bill as it was presented in the State Legislature. The bill as adopted contains provisions that will increase the amount of money available to the Lone Tree Arts Center as well as other local and regional Douglas County arts organizations. By affirming its support of passage of the SCFD reauthorization ballot measure, Council underscores the importance of this increased funding in providing vibrant scientific and cultural experiences for City residents both here and at facilities across the metropolitan Denver area.

SCFD funding provides free and reduced cost access to residents across the metro area; makes extensive educational programs possible both in and out of schools district-wide; allows SCFD-funded organizations to broaden and deepen their artistic and scientific work in the community; and encourages a collaborative model of partnerships and initiatives that dozens of communities across the country have attempted to emulate. Two recent National Endowment for the Arts studies have found that Colorado has the highest percentage of personal participation in arts and culture, and has also held the number one spot in terms of per capita attendance at theatres, concert halls, and museums.

SCFD has already been twice reauthorized by voters, in 1994 and most recently in 2004. In each reauthorization effort, a broad community-based coalition of citizens, arts, scientific and cultural organization representatives, and civic and business leaders have engaged in careful analysis and study to be sure that the SCFD continues to serve the needs of the residents of the district. That intensive process took place over the span of many months throughout 2015 and 2016, as an SCFD Reauthorization Task Force was convened to review the results of research, recommendations, and future issues. I was fortunate to be appointed to the Task Force, and was pleased to focus attention on the needs of Lone Tree and Douglas County residents.

**CITY OF LONE TREE
RESOLUTION NO. 16-24**

**A RESOLUTION SUPPORTING THE RENEWAL OF THE
SCIENTIFIC AND CULTURAL FACILITIES DISTRICT AND
SUPPORT FOR BALLOT ISSUE 4B**

Whereas, the Scientific and Cultural Facilities District is a nationally acclaimed model for funding cultural organizations; and

Whereas, the SCFD provides funding from a one-tenth of a cent sales tax in the seven-county Denver metro area to more than 300 small and large metropolitan arts and science organizations and does so with minimal regulation and overhead; and

Whereas, more than 14.2 million people visited the Denver metro area's cultural institutions in 2014, and SCFD funding allowed more than half of those who attended regional organizations to visit at reduced rates or for free, and allowed the region's cultural organizations to offer more than 100 free days a year, along with free programs and exhibits, to 5.2 million attendees; and

Whereas, SCFD-funded organizations provide entertainment, education and enlightenment for millions of metro residents, including 4.25 million tours and cultural experiences for school children, both in classrooms and at the cultural facilities, annually; and

Whereas, SCFD funding helps metro cultural organizations preserve and protect priceless collections of animals, art, plants, natural history and historical sites; and

Whereas, the most recent economic activity study of the arts shows the region's cultural organizations and facilities generate more than \$1.85 billion a year in economic activity, providing more than 10,000 jobs and generating \$520 million in cultural tourism; and

Whereas, the SCFD has been approved by the legislature and endorsed by voters in three region-wide elections in 1988, 1994 and 2004; and

Whereas, the SCFD's board conducted a three-year public process to identify recommended changes, and has adopted a series of significant enhancements to improve effectiveness of the District; and

Whereas, SCFD's reauthorizing legislation passed both houses of the Colorado Assembly and was signed by Governor Hickenlooper on April 29, 2016; and

Whereas, the SCFD's modest one-tenth of a cent sales tax equals only one cent on a \$10 purchase, and in 2016 voters will be asked to extend, not increase, the tax for an additional 12 years.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONE TREE, COLORADO:

The City Council of the City of Lone Tree supports the renewal of the Scientific and Cultural Facilities District and urges voter support for Ballot Issue 4B, the renewal of the District and the continued benefits the SCFD provides.

APPROVED AND ADOPTED THIS 20th DAY OF SEPTEMBER, 2016.

CITY OF LONE TREE

Jacqueline A. Millet, Mayor

ATTEST:

Jennifer Pettinger, CMC, City Clerk

(S E A L)