

Board of Directors Special Meeting

Friday, March 29th, 2024, at 9am

Microsoft Teams Meeting

[CLICK HERE TO JOIN THE MEETING](#)

Meeting ID: 246 978 449 988

Passcode: tWVzCn

AGENDA

1. Call to Order/Declaration of Quorum
2. Announcements
3. Director Conflict of Interest Disclosures
4. Approval of Agenda
5. Public Comment
6. Consent Agenda
 - a. Approval of Meeting Minutes from 2.16.2024
 - b. Financials for February 2024
7. Capital Projects
 - a. Asphalt and Restriping Project Quotes Review and Approval
 - b. Detention Pond Project Review and Approval
8. Admin/Management
 - a. LTURA/LTBID TIF Agreement Discussion
 - b. Events Discussion Continued
9. Director Updates/Comments
10. Adjournment

LONE TREE BUSINESS IMPROVEMENT DISTRICT BOARD MINUTES

Board of Directors Meeting
Friday, February 16th, 2024, at 1pm
9233 Park Meadows Dr.
Lone Tree, CO 80124

Board of Directors: Pat McGaughran, Darryl Shoemake, Brigette Muckerman, Robert Morrison, Donna Reed

AGENDA

1. Call to Order/Declaration of Quorum

In attendance:

Directors: Pat McGaughran (via telephone), Darryl Shoemake, Brigette Muckerman

City Staff: Jeff Holwell, Matt Gordon

Absent:

Directors: Rob Morrison, Donna Reed

Chair McGaughran called the meeting to order at 1:18pm.

2. Announcements

None.

3. Director Conflict of Interest Disclosures

None.

4. Approval of Agenda

Director Shoemake moved to approve. Seconded by Director Muckerman. Motion passed unanimously.

5. Public Comment – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person.

No members of the public were present.

6. Consent Agenda – The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member.

a. Approval of Meeting Minutes from 1.25.2024

b. Financials for January 2024

Director Shoemake moved to approve the Consent Agenda; Director Muckerman seconded. Motion passed unanimously.

7. Admin/Management

a. Resolution 2024-01, A Resolution Adopting Budget, Appropriating Funds, and Certifying Mill Levies for the Calendar Year 2024

Gordon presented the Resolution to the Board and stated that this Resolution was required by State Statute. Director Muckerman moved to approve. Seconded by Director Shoemake. Motion passed unanimously.

b. Resolution 2024-02, A Resolution Adopting Bylaws of the Lone Tree Business Improvement District Board of Directors

Gordon presented bylaws drafted by himself and City Attorney staff to the Board. Chair McGaughran moved to approve. Seconded by Director Shoemake. Motion passed unanimously.

- c. Resolution 2024-03, A Resolution Designating 2024 Regular Board Meetings, Notice of Public Meetings, and Online Notice of Public Meetings

Director Shoemake moved to approve. Seconded by Director Muckerman. Motion passed unanimously.

- d. Resolution 2024-04, A Resolution Adopting an Official Seal for the Lone Tree Business Improvement District

Gordon presented an Official Seal of the District as required by State law and the recently approved bylaws and designed by graphic artists contracted by the City Communication Department. Members agreed that it would suffice. Chair McGaughran quipped that he preferred that the seal have a an actual seal balancing a ball on its nose but reluctantly albeit sarcastically voiced support. Director Shoemake moved to approve. Seconded by Director Muckerman. Motion passed unanimously.

- e. Resolution 2024-05, A Resolution Adopting Lone Tree Business Improvement District Official Branding

Gordon presented Official Branding of the District designed by graphic artists contracted by the City Communication Department. Members agreed that it would suffice but Chair McGaughran again much preferred the seal. Director Shoemake moved to approve. Seconded by Director Muckerman. Motion passed unanimously.

- f. Events Discussion/Update

Gordon provided an update on a meeting between himself and Director Reed discussing events to be held within District boundaries. Members of the Board shared their opinions regarding events within the District. No actions taken.

8. Capital Projects

- a. Asphalt Project Update

Gordon shared that he has had two site walks with companies that will be providing quotes to address parking lot asphalt and restriping issues within certain areas trafficked within the District. Quotes will be provided at the March 2024 meeting for consideration. No actions taken.

9. Director Updates/Comments

None.

10. Adjournment

Chair McGaughran moved to adjourn at 1:54pm. Seconded by Director Muckerman. Motion passed unanimously.

APPROVED THIS 15th DAY OF MARCH 2024

LONE TREE BUSINESS IMPROVEMENT DISTRICT

By: _____

Pat McGaughran, Chair

ATTEST:

(SEAL)

Darryl Shoemake, Secretary

Lone Tree Business Improvement District

Balance Sheet

As of February 29, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1-101 TCF Checking Account	407,920.65
1-110 Bill.com Money Out Clearing	-19,204.38
4-102 TCF CD	0.00
4-103 TCF CD - 09/10/21 - 0.2%	0.00
Total Bank Accounts	\$388,716.27
Other Current Assets	
1-115 Pooled Cash- General Fund	-275,850.42
1-120 Due from County Treasurer	1,543.06
1-135 Property Taxes Receivable	296,922.00
1-142 Prepaid Insurance	2,641.00
4-115 Pooled Cash- Capital Fund	275,850.42
4-141 Accrued Interest Receivable	0.00
Total Other Current Assets	\$301,106.06
Total Current Assets	\$689,822.33
TOTAL ASSETS	\$689,822.33
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
1-201 Accounts Payable	5,889.45
Total Accounts Payable	\$5,889.45
Other Current Liabilities	
1-211 Deferred Property Taxes	296,922.00
Total Other Current Liabilities	\$296,922.00
Total Current Liabilities	\$302,811.45
Total Liabilities	\$302,811.45
Equity	
1-301 Fund Balance - General Fund	222,001.62
4-301 Fund Balance- Capital Fund	217,750.94
Net Income	-52,741.68
Total Equity	\$387,010.88
TOTAL LIABILITIES AND EQUITY	\$689,822.33

Lone Tree Business Improvement District

Statement of Activity

February 2024

	TOTAL
Income	
Total Income	
Expenses	
1-505 Legal	100.45
1-560 Landscaping	
1-561 Base Contract	5,789.00
Total 1-560 Landscaping	5,789.00
1-570 Snow Plow Services	
1-571 Truck & Skid Loader Plowing	7,630.00
1-572 ATV & Hand Shoveling	8,345.00
1-573 Ice Melt	2,827.50
Total 1-570 Snow Plow Services	18,802.50
Total Expenses	\$24,691.95
NET OPERATING INCOME	\$ -24,691.95
NET INCOME	\$ -24,691.95

Lone Tree Business Improvement District

Check Detail

February 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
1-101 TCF Checking Account						
02/07/2024	Bill Payment (Check)	7472484	The Garden Fairy, LLC	#62371		-9,600.00
						-9,600.00
02/12/2024	Bill Payment (Check)		The Garden Fairy, LLC			-2,600.00
						-2,600.00
02/15/2024	Bill Payment (Check)	7513456	Marchetti & Weaver, LLC	#22782		-2,328.39
						-2,328.39
02/26/2024	Bill Payment (Check)	7542326	The Garden Fairy, LLC	#62379, #62389		-9,202.50
						-9,202.50

CITY STAFF REPORT

TO: Lone Tree Business Improvement District Board of Directors
FROM: Matt Gordon, Economic Development Specialist, City of Lone Tree
FOR: Friday, March 29th, 2024, Special Board Meeting
SUBJECT: Summary of Presented Items and Suggested Motion

Summary:

7. Capital Projects

7a. Asphalt and Restriping Project Quotes Review and Approval

Below is an itemized cost and project breakdown from the quotes submitted by Asphalt Coatings, Inc. and Brown Brothers. Please refer to the maps and photos provided for detailed visual information. Targeted areas include the Rio parking lot area, Panera parking lot area, and areas near Huntington Bank.

Asphalt Coatings Inc. Quote

- Rio Lot Area Cost \$72,994
 - Asphalt repair and replace
 - \$67,704
 - Concrete curb and gutter removal and replacement
 - \$5,290
- Panera Lot Area Cost \$86,376.57
 - Asphalt repair and replace
 - \$52,425.59
 - Infrared asphalt patching
 - \$4,545
 - Concrete pad removal and replacement
 - \$28,405.98
- Huntington Bank Area Cost \$6,868
 - Infrared asphalt patching
 - \$6,868
- Total Project Cost: \$166,238.57

Brown Brothers Quote

- Rio and Panera Lot Area Cost \$118,296
 - Asphalt repair and replace
 - \$83,058
 - Concrete curb and gutter
 - \$5,278
 - Infrared Patches
 - \$19,054
 - Crack fill
 - \$8,594
 - Striping

- \$2,312

Total Project Cost: \$118,296

Suggested Motion: Move to approve whichever quote you prefer.

7b. Detention Pond Project Review and Approval

City Stormwater Engineer, Duncan Rady, is working with Bohannon Huston, Inc. (BHI) to develop a quote to survey, design, and complete entitlements for improvements to the two detention ponds within the LTBID boundary. BHI estimates \$65,000 to complete these items and is asking the LTBID Board for its interest in pursuing this project. Once completed, another quote would be developed to complete construction of the proposed improvements to the two detention ponds. The purpose of the project is to address water quality issues, slowing down redevelopment and redevelopment opportunities. Improvements would be made to accommodate future redevelopment.

Suggested Action: Provide general interest and willingness to set aside \$65,000 for an initial survey and design spec for improving the two detention ponds within the district. Move to approve.

8. Admin/Management

8a. LTURA/LTBID TIF Agreement Discussion

The Lone Tree Urban Renewal Authority is interested in coming to terms on a tax increment financing agreement with the LTBID. The LTBID currently maintains a mill levy of 17.5 mills. The primary source of funding for Urban Renewal Authorities is tax increment financing (TIF). TIF is a mechanism to help finance projects by capturing and using the net new or incremental property or sales taxes that are created when a vacant or underutilized property is redeveloped. No new taxes are created and the LTBID's current mill levy revenue would remain the same. The LTURA would seek 100% of the net new incremental property taxes generated by new development within its plan area.

The LTURA is actively negotiating property tax increment financing (TIF) agreements with taxing entities for its single urban renewal planning area, which encompasses the entirety of the LTBID boundaries. Several commercial development projects are on the horizon, which will likely see the assessed valuation of the properties in development within the Lone Tree Entertainment District Urban Renewal Plan Area increase, generating future property tax TIF revenues for LTURA operations in future years.

If the Board is interested, the LTURA Attorney can prepare a TIF Agreement to review at a future meeting.

Suggested Motion: N/A. Requesting direction from the LTBID.



Asphalt Coatings Company, Inc.
 P.O. Box 472918
 Aurora, CO 80047
 P (303) 340-4750 F Serving Colorado Since 1986
 Email: Info@AsphaltCoatings.Net
 AsphaltCoatingsCompany.com

Contract / Proposal

Quote ID: Q24-01198
 Quote Date: 2/21/2024
 Expiration Date: 3/22/2024

Billing Address	City of Lone Tree 9220 Kimmer Dr Ste 100 Lone Tree, CO 80124	Jobsite Location	Huntington Bank 8756 S Yosemite St Lone Tree, CO 80124
Point of Contact	Matt Gordon Phone: (720) 509-1006 Email: matt.gordon@cityoflonetree.com	Sales Person	Nate LePage (719) 232-6200 NLePage@asphaltcoatings.net

Description

We hereby submit specifications and estimates for:

Product	Unit	Qty / Hrs	Total
Infrared Asphalt Patching	Each	68	6,868.00
<i>Repair potholes and damaged asphalt using the infrared method. Each heat patch repair is approx. 5' x 7'. The infrared process includes: Clean the damaged areas. Heat the asphalt to a working temperature, rake and remove deteriorated asphalt. Add new asphalt and compact. Clean up area.</i>			

Summary

Subtotal	6,868.00
Total	6,868.00

Signature _____

Print Name & Title _____

Date _____

Additional Notes

1) One year warranty on workmanship and materials. Warranty shall not apply to cracks, drainage with less than 2% slope or oil spots. 2) This contract does not include design or engineering. 3) ACC is not responsible for damages to underground utilities, irrigation, wiring or other buried items that are undisclosed at the time work is performed.

Standard Conditions

1. Subgrade to be received at grade ready, and compacted with proper moisture content. Fine grading from +/-0.10', scarification and/or recompaction are not included unless noted on proposal.
2. Not responsible for and price does not include the over excavation of soft or unstable sub grade. If requested, Asphalt Coatings Company, (ACC), can stabilize these areas on a time and material basis.
3. Not responsible for drainage or damage where there is less than 2.0% slope.
4. Utility appurtenances to be at finish grade prior to move-in. No utility adjustments are included except as noted on previous page. Utility adjustments if required over +/-3", add \$450.00 for each manhole add \$200.00 for each valve adjustment.
5. Exclusions (unless included on proposal); curb and utility patching, testing, bonds, permits, traffic control, surveying, saw-cutting, demolition, removals, engineering, pavement markings, signage, wheel stops, rotomilling, erosion control (SWMP), export material, crack sealing.
6. Quantities used are approximate and subject to physical measurement. Corrections, if necessary will be made with unit prices applying.
7. **SCOPE OF WORK CHANGES:** ACC will furnish all necessary labor, material and equipment to complete job described in the proposal. Changes in the scope of work shall be in writing. If items of work are to be deleted at Owner's request. Owner shall be responsible for payment to ACC for partially completed work and for costs of specifically ordered material, less salvage value. All added items (extra work) shall be billed to Owner on a time, equipment and material basis. Extra work shall include overruns of asphalt, gravel and other materials necessary due to soft or unstable soil conditions. On request by ACC, Owner agrees to make available at the site its representative to identify and document overruns of material.
8. **OFFER EXPIRATION DATE:** The proposal expires automatically thirty (30) days from date if not accepted within that time. Current quote mix price is: \$62.10/ton.
9. **PRICE:** Due to market conditions, ACC is unable to obtain long-term price commitments from its suppliers of petroleum-based materials and is not willing to guarantee the quoted prices for work to commence later than thirty (30) days from this proposal so that ACC may inform you of any price changes. If work is not performed during ACC current paving season, prices may be increased in the following paving season when the work is completed. ACC normal paving season extends for April to November depending on weather conditions. After ACC has notified you of changes if any, the prices hereunder shall be adjusted accordingly and ACC shall proceed with the work unless at least five (5) days prior to the time for commencement of work you shall deliver to ACC written notice that you are unwilling to accept such changes. In that event the contract shall terminate, provided however, that ACC at its option may elect to proceed and complete the work at contract prices herein provided. If this contract is terminated as provided in this paragraph, you shall promptly pay ACC for all work, if any, performed to the date of termination and ACC shall have no further obligation to perform any further liability. Up to a 10% cancellation penalty may apply when work is cancelled less than 5 days or verbally prior to start date.
10. **CONSTRUCTION LIMITS & UNDERGROUND:** It is your responsibility to provide ACC with surveys, maps and drawings which accurately depict; the location of all property boundaries and the areas on which work is to be performed; the location, extent and depth of all underground utilities, sprinkler systems, wiring, manholes, valves or other installations which are not exposed to view. You shall obtain all approvals, which may be required by utility companies or others having easements or rights-of-way, which may be affected by the work. ACC will not be responsible or liable for damage to underground utilities or other sub-surface improvements or conditions not accurately depicted on surveys, drawings and plans furnished to ACC prior to construction. You shall hold ACC harmless and shall defend it from all claims for damage, costs or expense whatsoever, including attorneys' fees, for any such matters.
11. **GRADING AND DRAINAGE** Unless the job description on this proposals specifically includes site preparation excavation as part of the work to be performed by ACC, you shall be responsible for proper preparation, compaction, and grading of the area on which the work is to be performed prior to commencement of the construction by ACC. The Owner, and its engineers and other contractors, shall be responsible to ensure that all surface accumulations of moisture and water are properly drained off of the location or which work is to be performed by ACC and ACC will not be held responsible for any drainage or any damage where there is less than a 2.0% slope.
12. **ACCEPTANCE OF PROPOSAL:** The person or persons accepting this proposal represent that they are the authorized representative of the Owner, and that permission and authority is hereby granted to ACC to perform such work on those premises.
13. **SOIL STERILIZATION:** It is to be understood that if a soil sterilizer is applied it is an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective. Soil sterilization is not included unless noted on the proposal.
14. **PERFORMANCE:** ACC cannot give assurance as to a completion date since all work is subject to weather conditions, prior commitments of ACC to third parties, mechanical failures, labor difficulties, fuel or material shortages, fire, governmental authority or regulation, acts of God, and any cause beyond its control. In the event ACC is delayed for more than sixty (60) days in the performance of this contract for any of the reasons set forth herein, you shall have the right upon seven (7) days written notice to ACC, to terminate this contract, in which event ACC shall be paid for the work performed by it to the date of such termination and all the parties hereto shall be released of any obligation hereunder. Under no conditions will ACC be held responsible for the following: gravel or asphalt paving installed on projects or areas that are not stable due to excessive moisture, frozen ground, or inclement weather, for rough texture or rough joints when asphalt paving is requested during cold temperatures; for asphalt cracking or failure due to prevailing expansive soil conditions; for settlement of asphalt due to improperly placed or compacted backfill; for the establishing of property corners, dimensions and boundary lines.
15. **GUARANTEE:** All work completed by ACC under this agreement is guaranteed against defects in workmanship or materials for a period of one (1) year from date of installation. There is no warranty on cracks, oil spots, earth movement, sub-grade failure or drainage with less than 2% slope.
16. **PAYMENT TERMS:** The person or persons and the company accepting this proposal each agree to pay ACC the full quoted price with any adjustments provided for herein for the work herein specified. Invoices may be issued monthly for work completed during that month. Each invoice rendered by ACC will be paid when rendered and payment shall be overdue and delinquent thirty (30) days from the date thereof. Interest shall accrue and be payable on delinquent amounts at the rate of 2% per month (an **annual percentage rate of 24%**). And if ACC commences legal proceedings for the collection of any delinquent amounts. Customer will be responsible for all legal fees and court costs incurred in the collection of money.
17. **FINANCIAL RESPONSIBILITY:** If at any time ACC, in its sole judgment, determines that the financial responsibility of the person or persons or the Company accepting this proposal is unsatisfactory, it reserves the right to require payment in advance or satisfactory guarantee that invoices will be paid when due. If any payments are not paid when due, ACC at its option may cancel any unfulfilled portion of the agreement, without further liability, and all work therefore completed shall thereupon be invoiced and be due and payable at once.
18. **PERMIT FEES; TAXES:** Costs for any permits required by any applicable municipal, county, state or other governmental entity for this project and from the Colorado State Sales Tax or any other State, City or County taxes are excluded from the price quoted unless specifically stated otherwise in this agreement.
19. **WATER:** Due to ongoing drought conditions, we will require water for compaction of sub grade and paving. We require a source be provided on site; otherwise we will request a change for additional cost of transporting water to the site and any premium changes for the purchase of water for this project.
20. **EDGE LINE CRACKING:** ACC's liability under this agreement is limited to errors and omissions proximately caused by ACC in the performance of its work as described in this agreement and any change orders and/or additional work performed by ACC (collectively referred to as "ACC's Work"). Any claims against ACC relating to ACC's work shall be limited to the actual damages that directly result from ACC's errors and omissions, provided however, that under no circumstances shall such actual damaged exceed the total contract amount to be paid to ACC for ACC's work. The parties to this agreement acknowledge they have allocated the risks inherent in this project, and ACC's price for its work reflects this allocation.

INITIAL: _____



Asphalt Coatings Company, Inc.
 P.O. Box 472918
 Aurora, CO 80047
 P (303) 340-4750 F Serving Colorado Since 1986
 Email: Info@AsphaltCoatings.Net
 AsphaltCoatingsCompany.com

Contract / Proposal

Quote ID: Q24-01196
 Quote Date: 2/21/2024
 Expiration Date: 3/22/2024

Billing Address	City of Lone Tree 9220 Kimmer Dr Ste 100 Lone Tree, CO 80124	Jobsite Location	Panera Bread Lone Tree 9233 Park Meadows Dr Lone Tree, CO 80124
Point of Contact	Matt Gordon Phone: (720) 509-1006 Email: matt.gordon@cityoflonetree.com	Sales Person	Nate LePage (719) 232-6200 NLePage@asphaltcoatings.net

Description

We hereby submit specifications and estimates for:

Product	Unit	Qty / Hrs	Total
Asphalt R&R 6"	SF	7721	52,425.59
<i>Sawcut, excavate and haul away damaged or broken asphalt. Compact sub-base, apply SS-1H Tack Oil to all edges, install Grade S and SX Hot Asphalt Plant Mix and compact to match or meet existing grade. Clean up area.</i>			
Infrared Asphalt Patching	Each	45	4,545.00
<i>Repair potholes and damaged asphalt using the infrared method. Each heat patch repair is approx. 5' x 7'. The infrared process includes: Clean the damaged areas. Heat the asphalt to a working temperature, rake and remove deteriorated asphalt. Add new asphalt and compact. Clean up area.</i>			
Concrete Pad Removal and Replacement 6"	SF	2285	28,405.98
<i>Sawcut, excavate, and haul away broken or damaged concrete. Grade and compact sub-base. Form, pour, and finish new concrete using a 4000 PSI Concrete Mix. Tool in control joints as needed, apply light broom finish. Clean up area.</i>			

Summary

Subtotal	85,376.57
Total	85,376.57

Signature

Print Name & Title

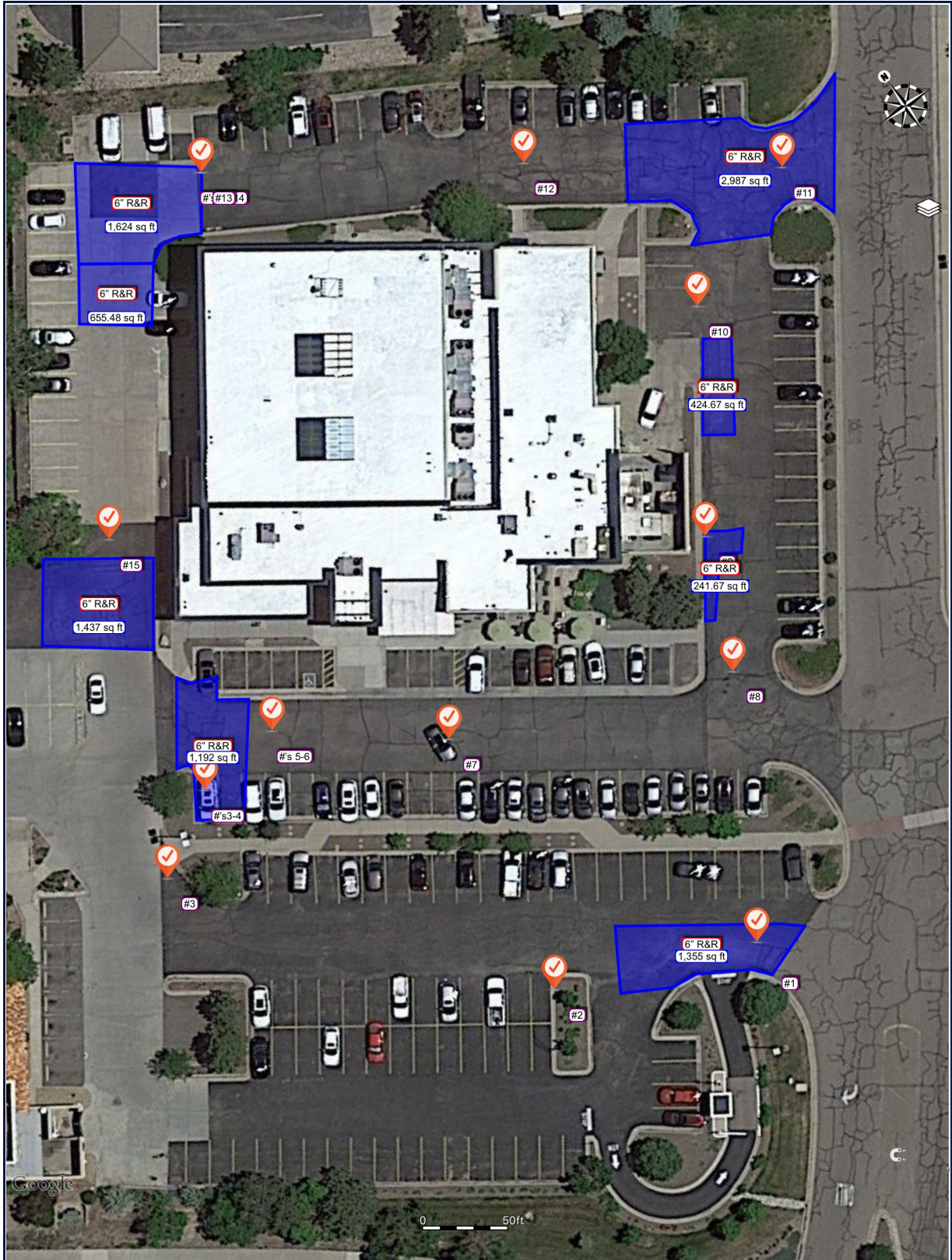
Date

Additional Notes

1) One year warranty on workmanship and materials. Warranty shall not apply to cracks, drainage with less than 2% slope or oil spots. 2) This contract does not include design or engineering. 3) ACC is not responsible for damages to underground utilities, irrigation, wiring or other buried items that are undisclosed at the time work is performed.

Matt Gordon
City of Lone Tree
Project: Panera Bread

Nate LePage
719.232.6200
nate@asphaltcoatings.net



Standard Conditions

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4. Utility appurtenances to be at finish grade prior to move-in. No utility adjustments are included except as noted on previous page. Utility adjustments if required over +/-3", add \$450.00 for each manhole add \$200.00 for each valve adjustment.
5. Exclusions (unless included on proposal); curb and utility patching, testing, bonds, permits, traffic control, surveying, saw-cutting, demolition, removals, engineering, pavement markings, signage, wheel stops, rotomilling, erosion control (SWMP), export material, crack sealing.
6. Quantities used are approximate and subject to physical measurement. Corrections, if necessary will be made with unit prices applying.
7. **SCOPE OF WORK CHANGES:** ACC will furnish all necessary labor, material and equipment to complete job described in the proposal. Changes in the scope of work shall be in writing. If items of work are to be deleted at Owner's request. Owner shall be responsible for payment to ACC for partially completed work and for costs of specifically ordered material, less salvage value. All added items (extra work) shall be billed to Owner on a time, equipment and material basis. Extra work shall include overruns of asphalt, gravel and other materials necessary due to soft or unstable soil conditions. On request by ACC, Owner agrees to make available at the site its representative to identify and document overruns of material.
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11. **GRADING AND DRAINAGE** Unless the job description on this proposals specifically includes site preparation excavation as part of the work to be performed by ACC, you shall be responsible for proper preparation, compaction, and grading of the area on which the work is to be performed prior to commencement of the construction by ACC. The Owner, and its engineers and other contractors, shall be responsible to ensure that all surface accumulations of moisture and water are properly drained off of the location or which work is to be performed by ACC and ACC will not be held responsible for any drainage or any damage where there is less than a 2.0% slope.
12. **ACCEPTANCE OF PROPOSAL:** The person or persons accepting this proposal represent that they are the authorized representative of the Owner, and that permission and authority is hereby granted to ACC to perform such work on those premises.
13. **SOIL STERILIZATION:** It is to be understood that if a soil sterilizer is applied it is an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective. Soil sterilization is not included unless noted on the proposal.
14. **PERFORMANCE:** ACC cannot give assurance as to a completion date since all work is subject to weather conditions, prior commitments of ACC to third parties, mechanical failures, labor difficulties, fuel or material shortages, fire, governmental authority or regulation, acts of God, and any cause beyond its control. In the event ACC is delayed for more than sixty (60) days in the performance of this contract for any of the reasons set forth herein, you shall have the right upon seven (7) days written notice to ACC, to terminate this contract, in which event ACC shall be paid for the work performed by it to the date of such termination and all the parties hereto shall be released of any obligation hereunder. Under no conditions will ACC be held responsible for the following: gravel or asphalt paving installed on projects or areas that are not stable due to excessive moisture, frozen ground, or inclement weather, for rough texture or rough joints when asphalt paving is requested during cold temperatures; for asphalt cracking or failure due to prevailing expansive soil conditions; for settlement of asphalt due to improperly placed or compacted backfill; for the establishing of property corners, dimensions and boundary lines.
15. **GUARANTEE:** All work completed by ACC under this agreement is guaranteed against defects in workmanship or materials for a period of one (1) year from date of installation. There is no warranty on cracks, oil spots, earth movement, sub-grade failure or drainage with less than 2% slope.
16. **PAYMENT TERMS:** The person or persons and the company accepting this proposal each agree to pay ACC the full quoted price with any adjustments provided for herein for the work herein specified. Invoices may be issued monthly for work completed during that month. Each invoice rendered by ACC will be paid when rendered and payment shall be overdue and delinquent thirty (30) days from the date thereof. Interest shall accrue and be payable on delinquent amounts at the rate of 2% per month (an **annual percentage rate of 24%**). And if ACC commences legal proceedings for the collection of any delinquent amounts. Customer will be responsible for all legal fees and court costs incurred in the collection of money.
17. **FINANCIAL RESPONSIBILITY:** If at any time ACC, in its sole judgment, determines that the financial responsibility of the person or persons or the Company accepting this proposal is unsatisfactory, it reserves the right to require payment in advance or satisfactory guarantee that invoices will be paid when due. If any payments are not paid when due, ACC at its option may cancel any unfulfilled portion of the agreement, without further liability, and all work therefore completed shall thereupon be invoiced and be due and payable at once.
18. **PERMIT FEES; TAXES:** Costs for any permits required by any applicable municipal, county, state or other governmental entity for this project and from the Colorado State Sales Tax or any other State, City or County taxes are excluded from the price quoted unless specifically stated otherwise in this agreement.
19. **WATER:** Due to ongoing drought conditions, we will require water for compaction of sub grade and paving. We require a source be provided on site; otherwise we will request a change for additional cost of transporting water to the site and any premium changes for the purchase of water for this project.
20. **EDGE LINE CRACKING:** ACC's liability under this agreement is limited to errors and omissions proximately caused by ACC in the performance of its work as described in this agreement and any change orders and/or additional work performed by ACC (collectively referred to as "ACC's Work"). Any claims against ACC relating to ACC's work shall be limited to the actual damages that directly result from ACC's errors and omissions, provided however, that under no circumstances shall such actual damaged exceed the total contract amount to be paid to ACC for ACC's work. The parties to this agreement acknowledge they have allocated the risks inherent in this project, and ACC's price for its work reflects this allocation.

INITIAL: _____



Asphalt Coatings Company, Inc.
 P.O. Box 472918
 Aurora, CO 80047
 P (303) 340-4750 F Serving Colorado Since 1986
 Email: Info@AsphaltCoatings.Net
 AsphaltCoatingsCompany.com

Contract / Proposal

Quote ID: Q24-01197
 Quote Date: 2/21/2024
 Expiration Date: 3/22/2024

Billing Address	City of Lone Tree 9220 Kimmer Dr Ste 100 Lone Tree, CO 80124	Jobsite Location	Regal United Artist Theater 9355 Park Meadows Dr Lone Tree, CO 80124
Point of Contact	Matt Gordon Phone: (720) 509-1006 Email: matt.gordon@cityoflonetree.com	Sales Person	Nate LePage (719) 232-6200 NLePage@asphaltcoatings.net

Description

We hereby submit specifications and estimates for:

Product	Unit	Qty / Hrs	Total
Asphalt R&R 6"	SF	9100	67,704.00
<i>Sawcut, excavate and haul away damaged or broken asphalt. Compact sub-base, apply SS-1H Tack Oil to all edges, install Grade S and SX Hot Asphalt Plant Mix and compact to match or meet existing grade. Clean up area.</i>			
Concrete Curb & Gutter Removal and Replacement 18"	LF	100	5,290.00
<i>Sawcut, excavate and haul away broken or damaged concrete. Grade and compact sub-base. Form, pour, and finish new concrete using a 4000 PSI Concrete Mix. Tool in control joints as needed, apply light broom finish. Clean up area.</i>			

Summary

Subtotal	72,994.00
Total	72,994.00

Signature

Print Name & Title

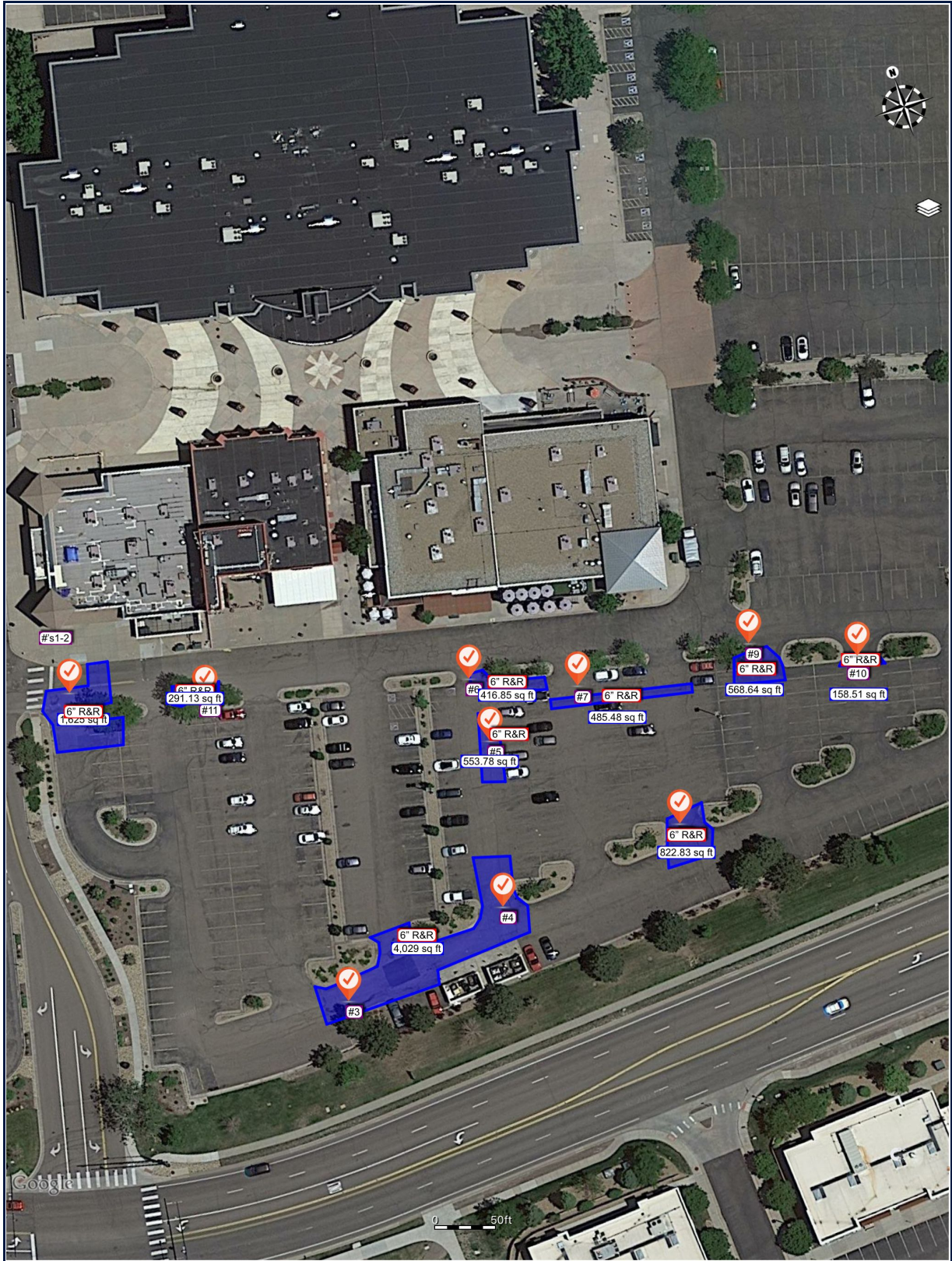
Date

Additional Notes

1) One year warranty on workmanship and materials. Warranty shall not apply to cracks, drainage with less than 2% slope or oil spots. 2) This contract does not include design or engineering. 3) ACC is not responsible for damages to underground utilities, irrigation, wiring or other buried items that are undisclosed at the time work is performed.

Matt Gordon
City of Lone Tree
Project: United Artist

Nate LePage
719.232.6200
nate@asphaltcoatings.net



#s1-2

6" R&R
1,020 sq ft

6" R&R
291.13 sq ft
#11

6" R&R
416.85 sq ft
#6

6" R&R
485.48 sq ft
#7

6" R&R
553.78 sq ft
#5

6" R&R
568.64 sq ft
#9

6" R&R
158.51 sq ft
#10

6" R&R
822.83 sq ft

6" R&R
4,029 sq ft
#4
#3

Standard Conditions

1. Subgrade to be received at grade ready, and compacted with proper moisture content. Fine grading from +/-0.10', scarification and/or recompaction are not included unless noted on proposal.
2. Not responsible for and price does not include the over excavation of soft or unstable sub grade. If requested, Asphalt Coatings Company, (ACC), can stabilize these areas on a time and material basis.
3. Not responsible for drainage or damage where there is less than 2.0% slope.
4. Utility appurtenances to be at finish grade prior to move-in. No utility adjustments are included except as noted on previous page. Utility adjustments if required over +/-3", add \$450.00 for each manhole add \$200.00 for each valve adjustment.
5. Exclusions (unless included on proposal); curb and utility patching, testing, bonds, permits, traffic control, surveying, saw-cutting, demolition, removals, engineering, pavement markings, signage, wheel stops, rotomilling, erosion control (SWMP), export material, crack sealing.
6. Quantities used are approximate and subject to physical measurement. Corrections, if necessary will be made with unit prices applying.
7. **SCOPE OF WORK CHANGES:** ACC will furnish all necessary labor, material and equipment to complete job described in the proposal. Changes in the scope of work shall be in writing. If items of work are to be deleted at Owner's request. Owner shall be responsible for payment to ACC for partially completed work and for costs of specifically ordered material, less salvage value. All added items (extra work) shall be billed to Owner on a time, equipment and material basis. Extra work shall include overruns of asphalt, gravel and other materials necessary due to soft or unstable soil conditions. On request by ACC, Owner agrees to make available at the site its representative to identify and document overruns of material.
8. **OFFER EXPIRATION DATE:** The proposal expires automatically thirty (30) days from date if not accepted within that time. Current quote mix price is: \$62.10/ton.
9. **PRICE:** Due to market conditions, ACC is unable to obtain long-term price commitments from its suppliers of petroleum-based materials and is not willing to guarantee the quoted prices for work to commence later than thirty (30) days from this proposal so that ACC may inform you of any price changes. If work is not performed during ACC current paving season, prices may be increased in the following paving season when the work is completed. ACC normal paving season extends for April to November depending on weather conditions. After ACC has notified you of changes if any, the prices hereunder shall be adjusted accordingly and ACC shall proceed with the work unless at least five (5) days prior to the time for commencement of work you shall deliver to ACC written notice that you are unwilling to accept such changes. In that event the contract shall terminate, provided however, that ACC at its option may elect to proceed and complete the work at contract prices herein provided. If this contract is terminated as provided in this paragraph, you shall promptly pay ACC for all work, if any, performed to the date of termination and ACC shall have no further obligation to perform any further liability. Up to a 10% cancellation penalty may apply when work is cancelled less than 5 days or verbally prior to start date.
10. **CONSTRUCTION LIMITS & UNDERGROUND:** It is your responsibility to provide ACC with surveys, maps and drawings which accurately depict; the location of all property boundaries and the areas on which work is to be performed; the location, extent and depth of all underground utilities, sprinkler systems, wiring, manholes, valves or other installations which are not exposed to view. You shall obtain all approvals, which may be required by utility companies or others having easements or rights-of-way, which may be affected by the work. ACC will not be responsible or liable for damage to underground utilities or other sub-surface improvements or conditions not accurately depicted on surveys, drawings and plans furnished to ACC prior to construction. You shall hold ACC harmless and shall defend it from all claims for damage, costs or expense whatsoever, including attorneys' fees, for any such matters.
11. **GRADING AND DRAINAGE** Unless the job description on this proposals specifically includes site preparation excavation as part of the work to be performed by ACC, you shall be responsible for proper preparation, compaction, and grading of the area on which the work is to be performed prior to commencement of the construction by ACC. The Owner, and its engineers and other contractors, shall be responsible to ensure that all surface accumulations of moisture and water are properly drained off of the location or which work is to be performed by ACC and ACC will not be held responsible for any drainage or any damage where there is less than a 2.0% slope.
12. **ACCEPTANCE OF PROPOSAL:** The person or persons accepting this proposal represent that they are the authorized representative of the Owner, and that permission and authority is hereby granted to ACC to perform such work on those premises.
13. **SOIL STERILIZATION:** It is to be understood that if a soil sterilizer is applied it is an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective. Soil sterilization is not included unless noted on the proposal.
14. **PERFORMANCE:** ACC cannot give assurance as to a completion date since all work is subject to weather conditions, prior commitments of ACC to third parties, mechanical failures, labor difficulties, fuel or material shortages, fire, governmental authority or regulation, acts of God, and any cause beyond its control. In the event ACC is delayed for more than sixty (60) days in the performance of this contract for any of the reasons set forth herein, you shall have the right upon seven (7) days written notice to ACC, to terminate this contract, in which event ACC shall be paid for the work performed by it to the date of such termination and all the parties hereto shall be released of any obligation hereunder. Under no conditions will ACC be held responsible for the following: gravel or asphalt paving installed on projects or areas that are not stable due to excessive moisture, frozen ground, or inclement weather, for rough texture or rough joints when asphalt paving is requested during cold temperatures; for asphalt cracking or failure due to prevailing expansive soil conditions; for settlement of asphalt due to improperly placed or compacted backfill; for the establishing of property corners, dimensions and boundary lines.
15. **GUARANTEE:** All work completed by ACC under this agreement is guaranteed against defects in workmanship or materials for a period of one (1) year from date of installation. There is no warranty on cracks, oil spots, earth movement, sub-grade failure or drainage with less than 2% slope.
16. **PAYMENT TERMS:** The person or persons and the company accepting this proposal each agree to pay ACC the full quoted price with any adjustments provided for herein for the work herein specified. Invoices may be issued monthly for work completed during that month. Each invoice rendered by ACC will be paid when rendered and payment shall be overdue and delinquent thirty (30) days from the date thereof. Interest shall accrue and be payable on delinquent amounts at the rate of 2% per month (an **annual percentage rate of 24%**). And if ACC commences legal proceedings for the collection of any delinquent amounts. Customer will be responsible for all legal fees and court costs incurred in the collection of money.
17. **FINANCIAL RESPONSIBILITY:** If at any time ACC, in its sole judgment, determines that the financial responsibility of the person or persons or the Company accepting this proposal is unsatisfactory, it reserves the right to require payment in advance or satisfactory guarantee that invoices will be paid when due. If any payments are not paid when due, ACC at its option may cancel any unfulfilled portion of the agreement, without further liability, and all work therefore completed shall thereupon be invoiced and be due and payable at once.
18. **PERMIT FEES; TAXES:** Costs for any permits required by any applicable municipal, county, state or other governmental entity for this project and from the Colorado State Sales Tax or any other State, City or County taxes are excluded from the price quoted unless specifically stated otherwise in this agreement.
19. **WATER:** Due to ongoing drought conditions, we will require water for compaction of sub grade and paving. We require a source be provided on site; otherwise we will request a change for additional cost of transporting water to the site and any premium changes for the purchase of water for this project.
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INITIAL: _____



BROWN BROTHERS ASPHALT & CONCRETE

8200 S. Akron St., Suite 105 • Centennial, CO 80112
Office 303.781.9999 • Fax 303.762.1025

SUBMITTED TO:		PROJECT NAME / ADDRESS	
City of Lone Tree 9355 Park Meadows Dr Lone Tree, CO 80124 Matt Gordon (720) 810-2994 matt.gordon@cityoflonetree.com		City of Lone Tree 9355 Park Meadows Dr Lone Tree, CO 80124	
PROPOSAL #	DATE	ACCOUNT EXECUTIVE	PAYMENT TERMS
17038-24-128A	2/15/2024	Courtney Sandberg	Upon Completion

PROPOSAL AND CONTRACT – DESCRIPTION OF WORK TO BE COMPLETED – PAGE 1 of 3

ASPHALT R&R

- Sawcut edges of areas to be removed.
- Remove approx. 9,040 sq/ft of failed asphalt to a full depth of 6" in 10 locations.
- Haul away and dispose of all debris.
- Shape and compact existing subgrade in place.
- Pave approx. 9,040 sq/ft with 6" of new HMA, RAP in 10 locations.
 - Bottom lift of 4" with ¾" HMA, RAP
 - Top lift of 2" with ½" HMA, RAP

Notes:

- Work will be performed in 1 mobilization(s).
- Permits, Fees, Testing, Traffic Control Plans are excluded.
- Bid is based on an existing asphalt depth of 6", without paving fabric. If depth varies from said thickness, or fabric is encountered, a change order authorizing additional funds may be necessary.
- BBAC is not liable for damage to underground utilities not located by owner prior to commencement of work.
- BBAC is not liable for drainage on projects with less than 1% fall.
- Pricing excludes the import and/or export of any subgrade materials. If found, unsuitable subgrade will be replaced at a rate of \$125/ton.

\$83,058

CONCRETE CURB & GUTTER

- Demo & remove approx. 80 linear feet of damaged concrete curb and gutter in 3 locations.
- Haul away and dispose of all debris.
- Shape and compact existing subgrade in place.
- Form, pour, and broom finish approx. 80 linear feet of curb and gutter in 3 areas, matching existing layout.

Notes:

- Work will be completed in 1 mobilization(s).
- Concrete is grey, 4500 PSI unless otherwise noted.
- Permits, Fees, Testing, Traffic Control Plans are excluded.
- BBAC is not liable for damage to underground utilities not located by owner prior to commencement of work.
- BBAC is not liable for drainage on projects with less than 1% fall.
- Pricing excludes the import and/or export of any subgrade materials. If found, unsuitable subgrade will be replaced at a rate of \$125/ton.

\$5,278

INFRARED PATCHES (LOCATIONS TBD)

- Patch approx. 8,750 sq/ft of damaged asphalt using the infrared method (250 Heats).

Notes:

- Infrared patching generally will not improve the drainage properties of the existing pavement and may obstruct runoff from other sources.
- Reflective cracking will occur due to movements and condition of existing underlying asphalt.

\$19,054



BROWN BROTHERS ASPHALT & CONCRETE

8200 S. Akron St., Suite 105 • Centennial, CO 80112

Office 303.781.9999 • Fax 303.762.1025

SUBMITTED TO:		PROJECT NAME / ADDRESS	
City of Lone Tree 9355 Park Meadows Dr Lone Tree, CO 80124 Matt Gordon (720) 810-2994 matt.gordon@cityoflonetree.com		City of Lone Tree 9355 Park Meadows Dr Lone Tree, CO 80124	
PROPOSAL #	DATE	ACCOUNT EXECUTIVE	PAYMENT TERMS
17038-24-128A	2/15/2024	Courtney Sandberg	Upon Completion

PROPOSAL AND CONTRACT – DESCRIPTION OF WORK TO BE COMPLETED – PAGE 2 of 3

<p><u>CRACK FILL (RIO GRANDE LOT ONLY)</u></p> <ul style="list-style-type: none"> Approx. 9,300 linear feet of major cracks (1/4" to 3" wide) will be caulked with a hot-applied, rubberized crack sealer. <p><u>STRIPING (RIO GRANDE LOT ONLY)</u></p> <ul style="list-style-type: none"> Restripe of the following items: <ul style="list-style-type: none"> 258 Parking Stalls 3 ADA Symbols 2 ADA Hash Areas <p>Notes:</p> <ul style="list-style-type: none"> Work will be completed in 2 mobilization(s). Large cracks will be partially filled with a sand filler material. Brown Brothers will not warranty areas where cracking is less than 1/4" wide, greater than 3" wide, or areas considered to be "alligatored". If cleaning by high pressure blowers and broom sweeping will not ensure paint will adhere, additional cleaning charges may be required. Area will be free and clear of obstructions on scheduled days to complete work. If upon arrival there are obstructions that cannot be moved on the scheduled day of service, a change order in the amount of \$2,500 for an additional mobilization to complete work will be required. <p align="center">EXPIRY STATEMENT: This proposal is valid for 14 days from the date noted on the proposal.</p> <p>PRICE VOLITILITY & ESCALATION NOTE: Note that due to the volatility in oil and fuel prices, pricing for all materials and trucking costs continue to be impacted. All awarded projects will be evaluated prior to commencement of work to determine if a price escalation change order is warranted and/or required.</p>	<p>\$8,594</p> <p>\$2,312</p>
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PAGE 2 of 3

Courtney Sandberg (720) 229-9211 courtney@asphaltconcrete.net		TOTAL	TBD
Approval Signature		Date	
Printed Name & Title		Phone #	

The above quotation, subject to terms and conditions attached to Proposal/Contract, is accepted, and shall constitute a contract between Brown Brothers Asphalt & Concrete, LLC, and the customer.

EXCLUSIONS, UNLESS NOTED ABOVE:

Bonding, permits, testing, engineering, surveying, quality control, quality assurance, traffic control, fencing, concrete pumping, correction of drainage issues, subgrade work, excavation, removing or replacing unsuitable material, removing existing waste, concrete reinforcement, dowels, colored or decorative concrete, crack sealing at transition between asphalt and other hard surfaces, caulking/grouting, erosion control, cold weather protection, frost removal, soil sterilant, hoisting, waterproofing, sweeping, hauling, site water and water metering, railings, utility adjustments, night, weekend, holiday, and overtime work, vehicle towing, site notification. Damage to: electrical work, conduit, lighting, snow/ice melt systems, landscaping, irrigation, objects obscured from view. Liquidated damages, customer scope of work changes, liability of work performed by others. Delays caused by others and acts of nature.

TERMS AND CONDITIONS

PAYMENT FOR WORK: Unless otherwise agreed in writing, Brown Brothers Asphalt & Concrete, LLC (herein referred to as "BBAC") shall invoice Customer at the completion of the Work and all invoices are due and payable by Customer upon receipt. BBAC reserves the right to submit progress billings to Customer on a weekly, bi-weekly or monthly basis, which shall be paid by Customer upon receipt. No defect in the Work shall relieve Customer of its obligation to make payment of amounts due. Customer shall be charged interest at the rate of 2% per month on all unpaid balances and shall pay all reasonable attorneys' fees and costs incurred by BBAC in collecting amounts due hereunder. BBAC retains any and all lien rights. Customer acknowledges that there is volatility in raw material pricing and agrees that BBAC may increase the contract price set forth herein to account for the increased cost charged by BBAC's suppliers for the raw materials. The contract price includes sales and use tax as applicable. Taxes can be waived only upon BBAC's receipt of a properly executed tax exemption certificate.

THE WORK: BBAC will furnish all necessary labor, materials, and equipment to complete the work specified herein (the "Work"). Customer shall notify BBAC in advance when the site will be ready for the Work to be performed and shall provide BBAC with free and unobstructed access so that the Work can be commenced promptly and completed without delay. Customer shall pay for the towing of vehicles impeding the Work and all other charges incurred by BBAC due to Customer delay. Customer shall pay BBAC its reasonable charges incurred due to delays caused by Customer. All surfaces to which material is to be applied shall be in a condition similar to the condition at the time the project was bid. BBAC provides no assurance as to a completion date since the Work is subject to weather conditions, prior commitments, mechanical failures and other causes beyond BBAC's control. Customer shall be represented by one person with authority to accept the work and authorize changes to the Work. Customer shall provide BBAC with reasonable access to a water supply source. Customer grants BBAC permission to utilize photos and video of the Work and the project site in the promotion of BBAC's business services.

WARRANTY: The Work is warranted against defects in workmanship and materials for a period of one (1) year from the date of installation. BBAC makes no warranty regarding drainage where the slope provided or allowable is less than two percent (2%). BBAC's warranty does not extend to or cover settlement or cracking of asphalt or pavement due to expansive soils or improperly compacted utility trenches, or for failures caused by the inadequate compaction of the subgrade. BBAC shall not be liable for damage to underground utilities which were improperly installed or backfilled.

AMERICANS WITH DISABILITIES ACT: Customer is solely responsible for maintaining the subject property in full compliance with the ADA and agrees to indemnify and hold BBAC harmless from and against any and all liability, claims, damages or expense, including attorneys' fees, relating in any way to ADA requirements or issues. BBAC recommends that Customer obtain the services of a certified ADA consultant for site evaluations and recommendations as required by Federal and State law. If directed by the Customer to obtain compliance, BBAC may make recommendations for such work and additional charges may apply.

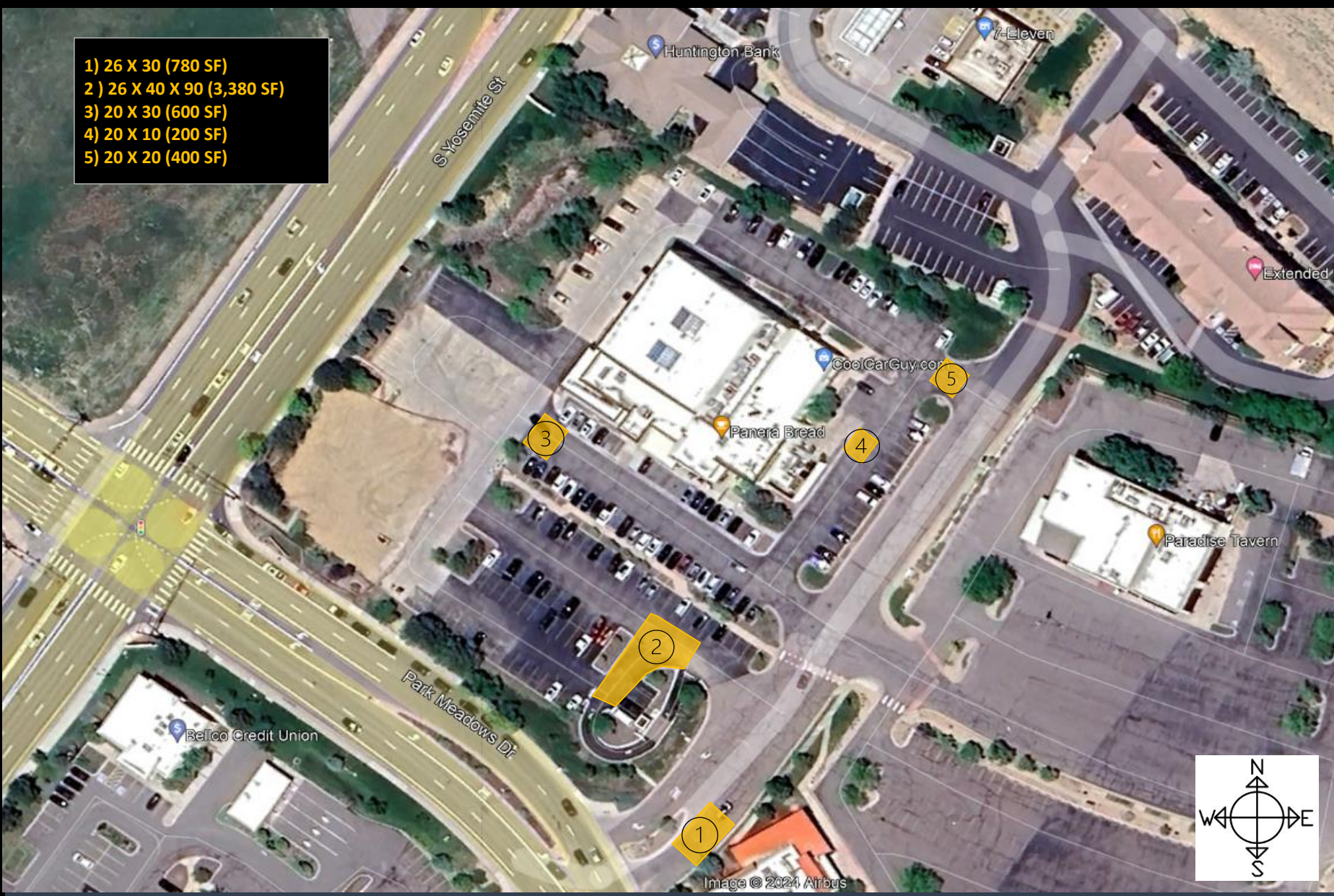
SOILS: BBAC shall have no liability to Customer or any third party relating to underlying soil conditions. BBAC will not sacrifice the quality or integrity by placing asphalt pavement on base course or subgrade that is unstable or subgrade containing frost, including top lifts or overlays when temperatures do not meet CDOT specifications. BBAC's warranty shall be waived and of no effect should Customer direct or authorize BBAC to pave on unstable subgrade or subgrade containing frost and Customer shall be responsible for any and all resulting damage or required repairs. If Customer requests that the top lift of asphalt be placed at a later date, the cost for all cleanup is the Customer's responsibility. If BBAC provides subcontracted construction stakes and/or subcontracted engineering services, the Customer agrees to indemnify and defend BBAC from and against any and all claims, demands, damages, costs or expenses, including attorneys' fees, resulting from or related to these services, including drainage of water as to direction and amount, both during and after performance of the Work. If a soil sterilizer or herbicide is applied by BBAC, it is applied at the request of the Customer in an effort to retard weed growth and BBAC makes no representation or guarantee that its use will have the intended effect. Customer shall indemnify, hold harmless, and defend BBAC from and against any and all damages, claims, cost or expenses, including attorneys' fees and costs, resulting from these services. Customer is advised to retain an independently licensed soils engineer for a study of the existing soils in order to recommend a specific pavement design. BBAC may modify this proposal and the contract price to include such recommendations.

DISPUTE RESOLUTION: This Contract shall be governed by the laws of the State where the Work was performed. Customer shall notify BBAC within 7 days of Customer's objection to any portion of the Work and shall pay BBAC all amounts that are not in dispute. Any dispute relating to this Contract or to the Work performed by BBAC shall be resolved solely by a court of competent jurisdiction in the County where the Work was performed. The parties expressly agree that this Contract was jointly drafted and shall be construed neither against nor in favor of either party. The prevailing party in any litigation relating to this Contract shall be entitled to an award of its reasonable costs and attorneys' fees.

BBAC CONTRACTORS LICENSES: Westminster – 1700082, Greenwood Village - OL-20-04179, Broomfield - OL-21-06989, Castle Pines – 21CCP-GrnV-0343, Commerce City - 2001, Glendale - 900741, Northglenn - 21-ROW-018, Parker - 8311, Lakewood - 14820, Federal Heights - 11-0020, Brighton - CL-03518, Golden - 3641, Boulder -LIC-0008984-ROW, Thornton – EXC201900735, Denver - 241072, Arvada – AEC28, MC-B, MC-S4, Centennial – CL-03706, CL-03708, Sheridan - 180096, Aurora - 1881028 00, Louisville – LSVL-000466-2016, Colorado Springs - 712347, Wheat Ridge - #00044, Englewood 20692, Lafayette - GCA4196956, Castle Rock – 11-0069

Initials _____

- 1) 26 X 30 (780 SF)
- 2) 26 X 40 X 90 (3,380 SF)
- 3) 20 X 30 (600 SF)
- 4) 20 X 10 (200 SF)
- 5) 20 X 20 (400 SF)



BROWN BROTHERS ASPHALT AND CONCRETE
 ASPHALT - CONCRETE - BRICK PAVERS
 8200 S Akron St, Suite 105 Englewood, CO 80112

Job Name:
Address:

City of Lone Tree (Rio Grande)
 9355 Park Meadows Dr, Lone Tree, CO 80124

303-781-9999
asphaltconcrete.net

- 1) 30 X 20, 20 X 80 (2,200 SF)
- 2) 10 X 10 (100 SF)
- 3) 10 LIN FT, 10 X 10 (100 SF)
- 4) 40 LIN FT, 40 X 10 (400 SF)
- 5) 30 LIN FT, 22 X 40 (880 SF)

9,300 LIN FT OF CRACK FILL



Image © 2024 Airbus



BROWN BROTHERS ASPHALT AND CONCRETE
 ASPHALT - CONCRETE - BRICK PAVERS
 8200 S Akron St, Suite 105 Englewood, CO 80112



Job Name:
 Address:

City of Lone Tree (Rio Grande)
 9355 Park Meadows Dr, Lone Tree, CO 80124

303-781-9999
asphaltconcrete.net



12 x 19



26 x 30



26 x 40 x 90





20 x 30















20 x 10











20 x 20





20 x 20





22 x 40













20 x 80



30 x 20





20 x 50



10 x 50



10 x 10

10 ft











EXHIBIT A
SCOPE OF SERVICES AND ASSOCIATED FEES
FOR ENGINEERING SERVICES
CITY OF LONE TREE – ON-CALL CIVIL ENGINEERING DESIGN SERVICES
WATER QUALITY POND IMPROVEMENTS – S YOSEMITE ST & PARK MEADOWS DR
Task Order 2024-1
March 13, 2024

The Scope of Services for the City of Lone Tree described below is our understanding of the project based on request from the City. There are two existing detention ponds located at approximately 9223 Park Meadows Dr. and 9010 Park Meadows Dr. that require updating to meet current detention and water quality standards. Each pond will be analyzed to quantify the tributary area of each pond and examine what existing conditions require re-design and updates to meet current City criteria. The objective of this project is to provide the City two new full-spectrum water quality and detention ponds to treat runoff from existing properties upstream and encourage future development of the surrounding properties. This scope of services is issued under and will comply with the provisions of the Agreement for Professional Services: 2024 General Civil Engineering On-Call dated November 20, 2023 between the City of Lone Tree and Bohannon Huston

Throughout this document the terminology “OWNER” refers to the City of Lone Tree and “ENGINEER” refers to Bohannon Huston, Inc.

A. PROJECT SCOPE DESCRIPTION

Provide updated design for two (2) full-spectrum water quality and detention ponds utilizing existing drainage information as provided by the City. The two existing pond locations are as follows:

1. 9223 Park Meadows Dr.
2. 9010 Park Meadows Dr.

The project work is broken down into the following four (4) distinct tasks:

Task 1 – Project Management and Communication

Task 2 – Survey, Easement and Title Work

Task 3 – Hydrologic Analysis

Task 4 – Pond Design

Task 5 – Technical Memorandum & Pond Detail Plans

B. PROFESSIONAL SERVICES

Task 1: Project Management and Communication

Objective: Provide effective communications, coordination, meetings, and project management for the Project.

Approach: ENGINEER will conduct an initial Project Kick-off Meeting with the OWNER and other stakeholders to obtain additional Project information, to obtain OWNER input, and to develop critical success factors for implementation of the Project. As part of this meeting, OWNER goals and constraints will be identified to assist the ENGINEER with potential schedule constraints associated with the project and to develop a strategy to complete the project within these constraints.

The ENGINEER and OWNER will have regular conference calls and email communications to keep the OWNER informed of the Project's progress and obtain additional input from the OWNER. The ENGINEER will provide a monthly progress report attached to monthly invoicing that summarizes the work completed since the last report, work to be completed during the next period, budget status, issues and concerns, and schedule status.

Other Project management responsibilities to be completed under this task include management of subcontracts, project accounting, scheduling and budget tracking, and maintenance of project files.

Assumptions:

- The duration of project management includes three (3) months and is dependent on the length of time to receive OWNER comments.
- An initial kick-off meeting will be held online via Microsoft Teams with OWNER staff, ENGINEER's project manager and project engineer, and other stakeholders that may be identified by the OWNER.
- Kick-off and memo review meetings shall be held online via Microsoft Teams.

Deliverables:

- Kick-off meeting agenda, schedule, and meeting minutes.
- Monthly progress reports – delivered via e-mail.
- Review meeting minutes.
- Monthly invoices for ENGINEER's services.

Task 2: Survey, Easement and Title Work

Objective: ENGINEER will obtain topographic and boundary survey of the two pond areas, including drainage easements, underground utilities and other information pertinent to support the drainage analysis and design for the study area. Other work to be completed includes:

- Perform topographic design survey to include underground utility locates, inverts, trees, and headwalls.
- Perform title work and review for existing easements and encumbrances.
- Survey boundary for pond 1 for development of a drainage easement property description & exhibit to be executed by the City of Lone Tree.

Assumptions:

- One (1) Property description & exhibit to define a drainage easement for pond 1 location.
- Survey estimate does not include incorporation if existing LiDAR data into survey topographic mapping.

Exclusions:

- Drainage easement execution.
- Traffic control

- Potholing
- Dedication of drainage easement around Pond 2. All proposed improvements to be contained within the existing easement.

Deliverables:

- Compiled Base mapping in AutoCAD C3D NCS.
- Easement description & exhibit

Task 3: Hydrologic Analysis

Objective: ENGINEER will obtain and review pertinent existing drainage reports to support the drainage analysis and design for the study area. Identified items to be obtained, reviewed and compiled for analysis task below include:

- All available historic drainage reports for the area

Assumptions:

- All information for upstream drainage basins tributary to the two ponds will be contained in the documents provided by the City.

Deliverables:

- Documentation of all pertinent information used to aid the design process in the appendix of the technical memo.

Task 4: Pond Design

Objective: ENGINEER will develop a design for the existing developed conditions for the study area and contributing drainage basins. This Rational Method model will be developed in accordance with City of Lone Tree, Douglas County and Mile High Flood District (MHFD) standards. ENGINEER will complete hydrologic computations for the two (2) pond locations to bring the existing infrastructure up to current standards. ENGINEER will perform additional drainage analysis for each site to determine the volume of each existing water quality pond and if necessary, provide plans to increase the pond capacity. A pond outlet structure design that discharges the WQCV, EURV and 100yr over the time required per City standards will also be included as part of our plans. Other infrastructure improvements to the pond will include a forebay, trickle channel, emergency overflow spillway, and maintenance path. A Drainage Memorandum for the project summarizing this analysis and verifying the design capacity for each site will be provided (Task 5 below), including calculations showing all improvements are sized and designed in compliance with City standards.

Assumptions:

- Hydrologic model to be developed based on information contained in the historic drainage reports.
- No future development is expected and will not be taken into consideration during design.
- The ENGINEER will design each pond to meet existing drainage conditions.

- Current detention pond standards include, but are not limited to: volume requirements for full spectrum detention, forebay, trickle channel, emergency overflow spillway, maintenance path and outlet structure infrastructure.
- The existing sand filter basin adjacent to Pond 2 is not included in the improvements for Pond 2. Sand filter basin to be analyzed to determine if overflow shall impact Pond 2.
- Existing retaining wall in Pond 1 to remain as-is.

Exclusions:

- Structural Design – standard City details will be used where required.
- Drainage basin delineation and mapping
- Geotechnical Investigation
- Environmental assessment and impact studies
- Landscape or irrigation design
- Improvements within or along Park Meadows Dr. or S Yosemite St.
- Public involvement or meeting participation is not included.
- Permitting or associated fees.
- Performing construction staking, or materials testing
- Improvements within the Sand Filter Basin adjacent Pond 2.

Deliverables:

- Hydrologic model results to be included in Drainage Memorandum.

Task 5: Technical Memorandum & Pond Detail Plans

ENGINEER will prepare a drainage memorandum summarizing our analysis and results. We will provide the OWNER with a draft drainage memorandum for review and comment. We will meet with the OWNER to obtain review comments. We will address comments and publish a final drainage memorandum. ENGINEER will provide detention pond detail sheets in the appendix of the drainage memorandum to be used to aid in the construction of the pond improvements. Each pond will have its own dedicated sheet and shall contain all necessary improvements required to meet City standards.

Assumptions:

- One (1) round of OWNER comments and one (1) review meeting with OWNER (in conjunction with monthly progress meeting in Task 1 are included in this task.
- Area of disturbance for design will be under 1 acre for each pond Site.

Exclusions:

- Erosion control report & plans. All erosion control items required shall be included in the pond detail plan sheets.
- Full Drainage Report

Deliverables:

- Draft Drainage Memorandum.
- Final Drainage Memorandum.
- Two (2) Pond Detail sheets

C. SCHEDULE

Draft memorandum will be submitted to the City within two (2) months from notice to proceed and receipt of survey (Task 2) and data listed above in Task 3. Final memorandum will be submitted to the City within two (2) weeks of receipt of City comments to draft memorandum.

D. FEE ESTIMATE

Compensation for services of ENGINEER (including direct costs, markups, and cost of subcontracted services) are outlined below.

Invoicing will be based on percent complete of Task or cumulative completion of subtasks associated with the work under the Task. All amounts shown below are lump sum except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

Task Description	Type	Fee Amount
1 Project Management and Communication	Lump Sum	\$6,820.00
2 Survey, Easement and Title Work	Lump Sum	\$22,807.50
3 Hydrologic Analysis	Lump Sum	\$4,680.00
4 Pond Design	Lump Sum	\$11,520.00
5 Technical Memorandum & Pond Detail Plans	Lump Sum	\$18,150.00
TOTAL LUMP SUM PROJECT FEE		\$63,977.50

AGREED AND RECOMMENDED:

Engineer: Bohannon Huston, Inc.

Signature: _____

Name: Jared M. Lee

Title: Senior Vice President

Date: 03/12/2024

APPROVED:

Owner City of Lone Tree

Signature: _____

Name: _____

Title: _____

Date: _____