

Board of Directors Special Meeting

Friday, April 5, 2024, 10am

Microsoft Teams Meeting

[CLICK HERE TO JOIN THE MEETING](#)

Meeting ID: 247 118 115 733

Passcode: 9XEfyX

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
7. Capital Projects
 - a. Asphalt and Restriping Project Quote Review: Brown Brothers Asphalt and Concrete
8. Director Updates/Comments
9. Adjournment



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
17038-24-128B	4/1/2024	Courtney Sandberg	Upon Completion

PROPOSAL AND CONTRACT – DESCRIPTION OF WORK TO BE COMPLETED – PAGE 1 of 4

RIO GRANDE & PANERA LOTS	\$118,296
<p>ASPHALT R&R</p> <ul style="list-style-type: none"> 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. <ul style="list-style-type: none"> Bottom lift of 4" with ¾" HMA, RAP Top lift of 2" with ½" HMA, RAP <p>Notes:</p> <ul style="list-style-type: none"> 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
<p>CONCRETE CURB & GUTTER</p> <ul style="list-style-type: none"> 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. <p>Notes:</p> <ul style="list-style-type: none"> 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
<p>INFRARED PATCHES (LOCATIONS TBD)</p> <ul style="list-style-type: none"> Patch approx. 8,750 sq/ft of damaged asphalt using the infrared method (250 Heats). <p>Notes:</p> <ul style="list-style-type: none"> 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
17038-24-128B	4/1/2024	Courtney Sandberg	Upon Completion

PROPOSAL AND CONTRACT – DESCRIPTION OF WORK TO BE COMPLETED – PAGE 2 of 4

CRACK FILL (RIO GRANDE LOT ONLY)

- Approx. 9,300 linear feet of major cracks (1/4" to 3" wide) will be caulked with a hot-applied, rubberized crack sealer.

\$8,594

STRIPING (RIO GRANDE LOT ONLY)

- Restripe of the following items:
 - 258 Parking Stalls
 - 3 ADA Symbols
 - 2 ADA Hash Areas

\$2,312

Notes:

- 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.

HUNTINGTON AREA OPTION 1 (MILL & OVERLAY W/ BASE PATCHING)

\$44,258

2" MILL & OVERLAY W/ BASE REPAIRS

- Roto-mill approx. 12,800 sq/ft of asphalt to a depth of 2".
- Demo and remove approx. 1,732 sq/ft of asphalt an additional 4" for base asphalt patching.
- Haul away and dispose of all debris.
- Apply tac-oil coat prior to paving.
- Pave approx. 1,732 sq/ft and compact to a finished thickness of 4" as base asphalt patching.
- Pave approx. 12,800 sq/ft and compact to a finished thickness of 2".

Notes:

- Work will be performed in 1 mobilization(s).
- Overlay paving depends on a stable base course with minimal cracking, after roto-milling, surface will be evaluated for necessary repairs. If unsuitable base layer of asphalt is discovered upon removal, additional funds will be necessary.
- Bid is based on the existing asphalt, without paving fabric. If fabric is encountered, a change order authorizing additional funds may be necessary.
- Permits, Fees, Testing, Traffic Control Plans are excluded.



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
17038-24-128B	4/1/2024	Courtney Sandberg	Upon Completion

PROPOSAL AND CONTRACT – DESCRIPTION OF WORK TO BE COMPLETED – PAGE 3 of 4

HUNTINGTON AREA OPTION 2 (PATCH REPAIRS)		\$28,058
<p>ASPHALT REPAIRS</p> <ul style="list-style-type: none"> Sawcut edges of areas to be removed. Remove approx. 1,732 sq/ft of failed asphalt to a full depth of 6" in 4 locations. Roto-mill approx. 840 sq/ft of asphalt to a depth of 2" using a detail mill in 2 locations. Haul away and dispose of all debris. Shape and compact existing subgrade in place. Pave approx. 840 sq/ft and compact to a finished thickness of 2" along curblines. Pave approx. 1,732 sq/ft with 6" of new HMA, RAP in 4 locations. <ul style="list-style-type: none"> Bottom lift of 4" with ¾" HMA, RAP Top lift of 2" with ½" HMA, RAP <p>Notes:</p> <ul style="list-style-type: none"> 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. 		\$26,766
<p>INFRARED PATCHES (LOCATIONS TBD)</p> <ul style="list-style-type: none"> Patch approx. 700 sq/ft of damaged asphalt using the infrared method (20 Heats). <p>Notes:</p> <ul style="list-style-type: none"> 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. <p align="center">EXPIRY STATEMENT: This proposal is valid for 14 days from the date noted on the proposal.</p> <p>PRICE VOLATILITY & 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>		\$1,292
PAGE 3 of 4		

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) 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



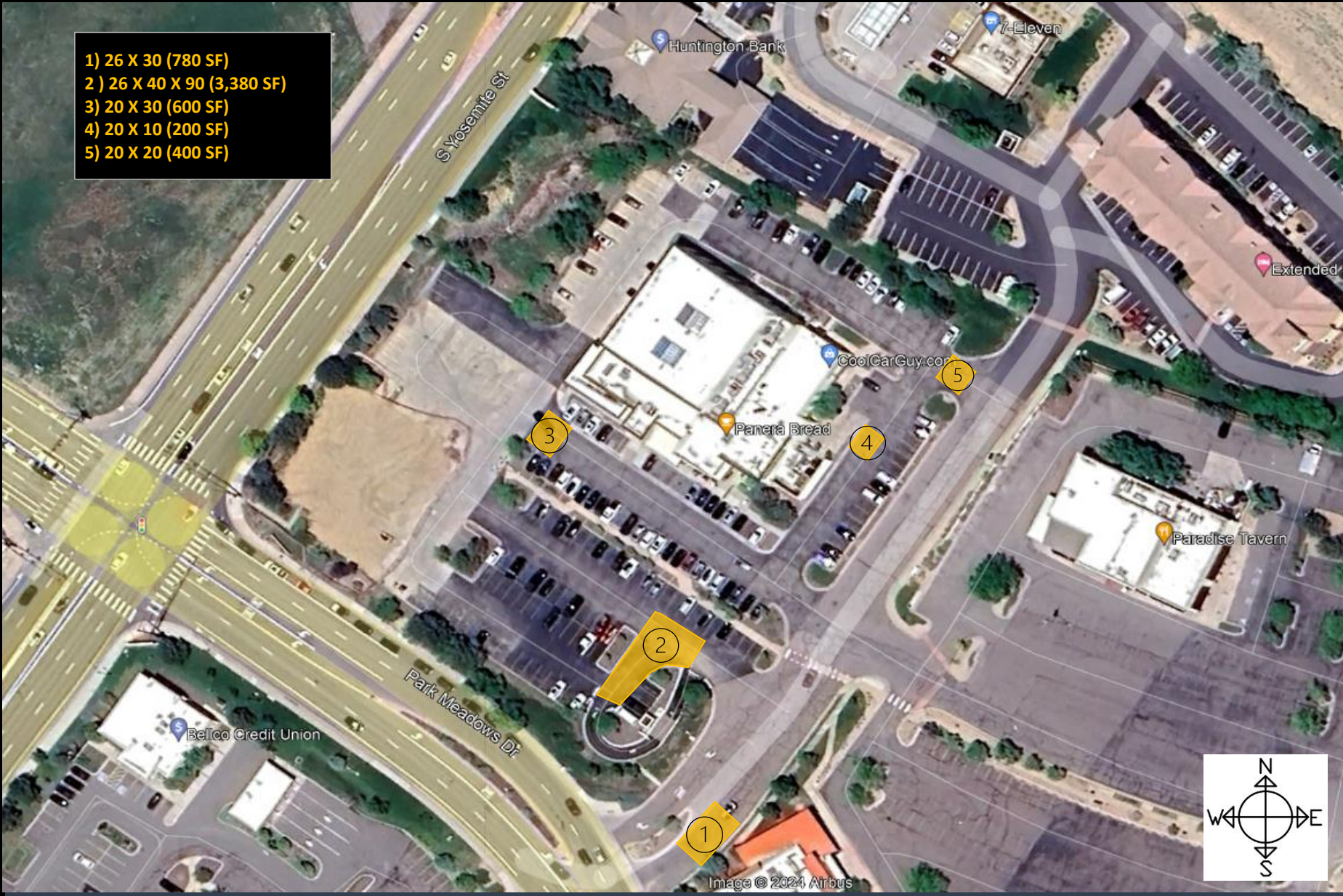
BROWN BROTHERS ASPHALT AND CONCRETE
 ASPHALT - CONCRETE - BRICK PAVERS
 8200 S Akron St, Suite 105 Englewood, CO 80112

Job Name:
 Address:

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

303-781-9999
asphaltconcrete.net

- 1) 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:

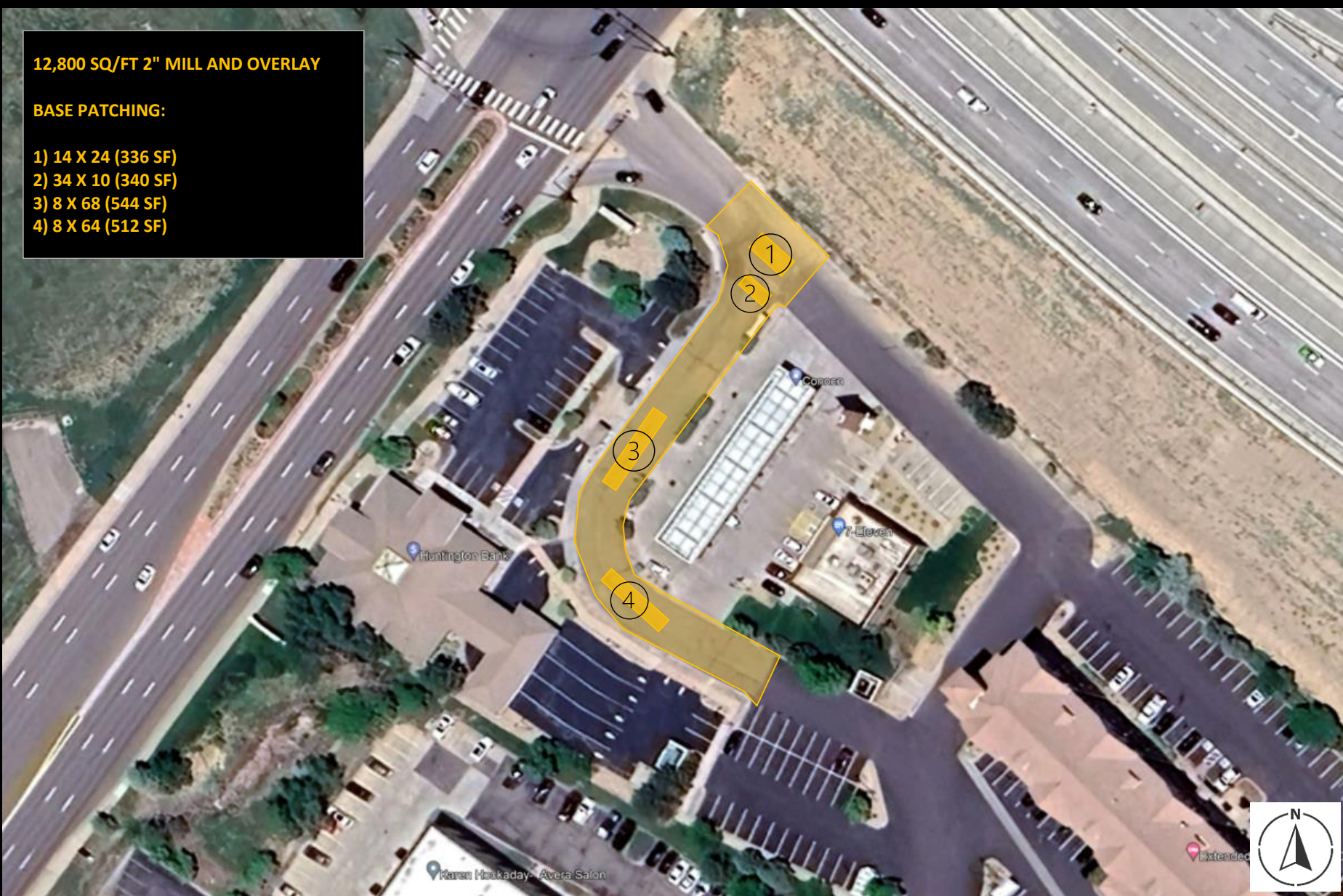
City of Lone Tree (Rio Grande)
 9355 Park Meadows Dr, Lone Tree, CO 80124

303-781-9999
asphaltconcrete.net

12,800 SQ/FT 2" MILL AND OVERLAY

BASE PATCHING:

- 1) 14 X 24 (336 SF)
- 2) 34 X 10 (340 SF)
- 3) 8 X 68 (544 SF)
- 4) 8 X 64 (512 SF)



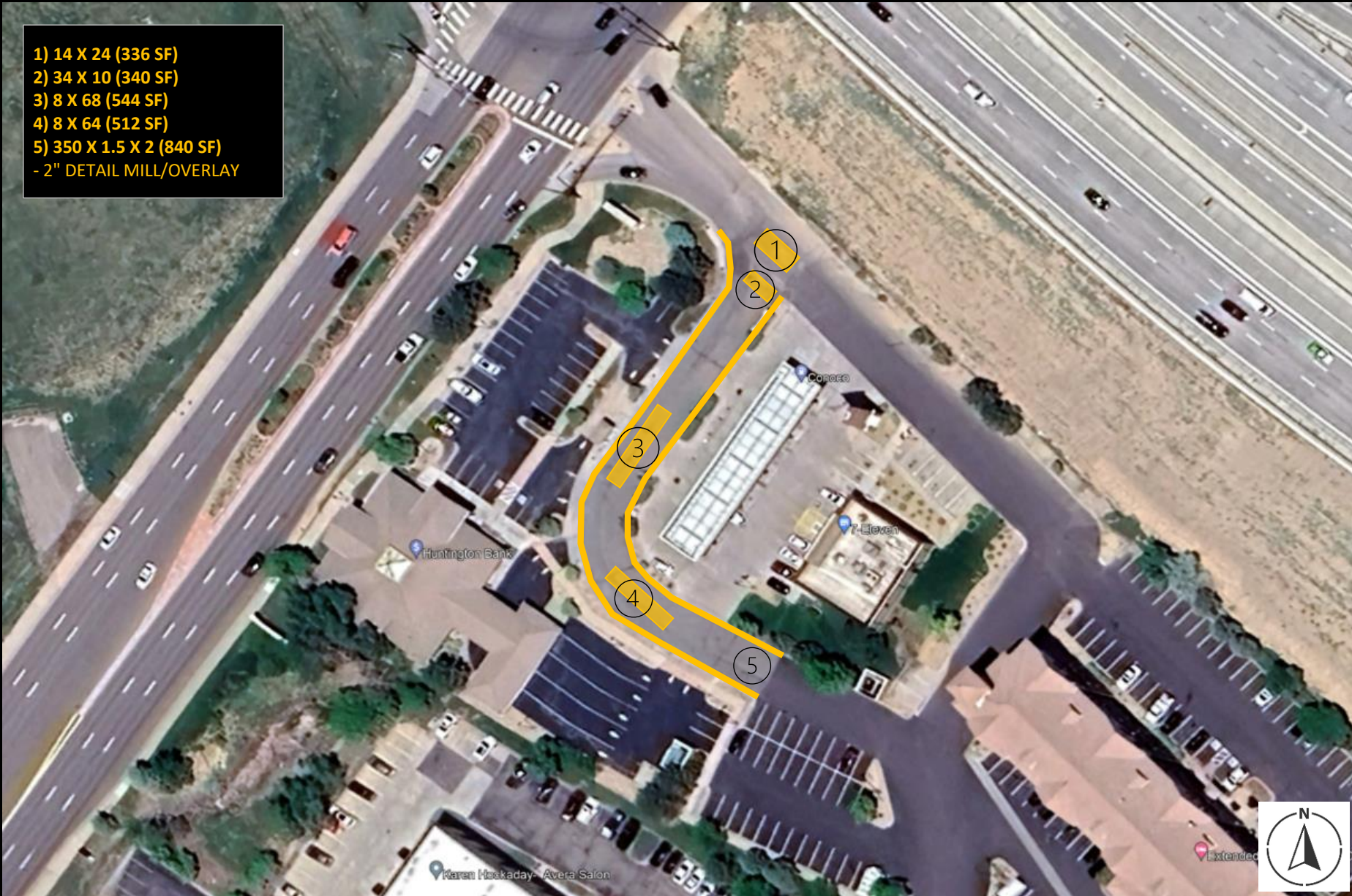
BROWN BROTHERS ASPHALT AND CONCRETE
ASPHALT - CONCRETE - BRICK PAVERS
8200 S Akron St. Suite 105 Englewood, CO 80112

Job Name:
Address:

City of Lone Tree (Huntington Lot - Option 1)
9355 Park Meadows Dr, Lone Tree, CO 80124

303-781-9999
asphaltconcrete.net

- 1) 14 X 24 (336 SF)
- 2) 34 X 10 (340 SF)
- 3) 8 X 68 (544 SF)
- 4) 8 X 64 (512 SF)
- 5) 350 X 1.5 X 2 (840 SF)
- 2" DETAIL MILL/OVERLAY



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 (Huntington Lot - Option 2)
9355 Park Meadows Dr, Lone Tree, CO 80124

303-781-9999
asphaltconcrete.net

City of Lone Tree Lot Improvements

2024



Scopes of Work Proposed

Asphalt R&R

- Full-depth asphalt repairs (remove and replace).
- Includes demo of existing asphalt, compacting existing subgrade, and repaving.
- Used to repair subgrade/structural issues caused by water infiltration and/or heavy traffic damage.
- This is considered a “permanent fix” and should last at least 5 years depending on traffic type.

Concrete Curb & Gutter

- Replacement of concrete curb and gutter, matching existing layout.
- Includes demo of existing concrete, compacting existing subgrade, and repouring concrete.
- Used to repair cracked/damaged curb or heaving areas.

Scopes of Work Proposed

Asphalt R&R



Concrete Curb & Gutter



Scopes of Work Proposed

Infrared Patches

- Surface level asphalt repairs, approx. 5' x 7' in size (also called hot patches).
- Includes heating 5' x 7' patch to approx. 350 degrees to loosen material, adding new asphalt, and recompacting.
- Used to patch small potholes and surface damage.
- Infrared patches are an inexpensive way to temporarily repair asphalt damage. Can last 6 months-3 years.

Crack Fill & Striping

- Rubberized sealant is applied to cracks in asphalt between ¼" and 2" wide.
- Includes cleaning cracks with high pressure blowers, filling with sand material, and hot-applying rubberized material to cracks.
- Used to prevent further water infiltration into asphalt.
- Crack fill is recommended every 1-3 years as a maintenance plan.
- Re-striping is recommended every 1-3 years as a maintenance plan.

Scopes of Work Proposed

Infrared Patches



Crack Fill & Striping



Scopes of Work Proposed

Mill & Overlay

- Top 2” of asphalt is ground down using a large mill, millings are taken away, tac oil is placed down, and asphalt is repaved.
- For subgrade issues (potholes and alligatoring), the asphalt is ground down full-depth and patched before tac oil is laid.
- Mill & overlay work does not fix drainage issues, but it typically lasts 10-15 years.

Detail Mill & Overlay

- A small detail mill (18” wide) is used to mill down 2” along curb lines. Millings are taken away, tac oil is placed down, and asphalt is repaved.
- Used to repair large cracks between asphalt and concrete curb and gutter and assist with drainage.

Scopes of Work Proposed

Mill & Overlay



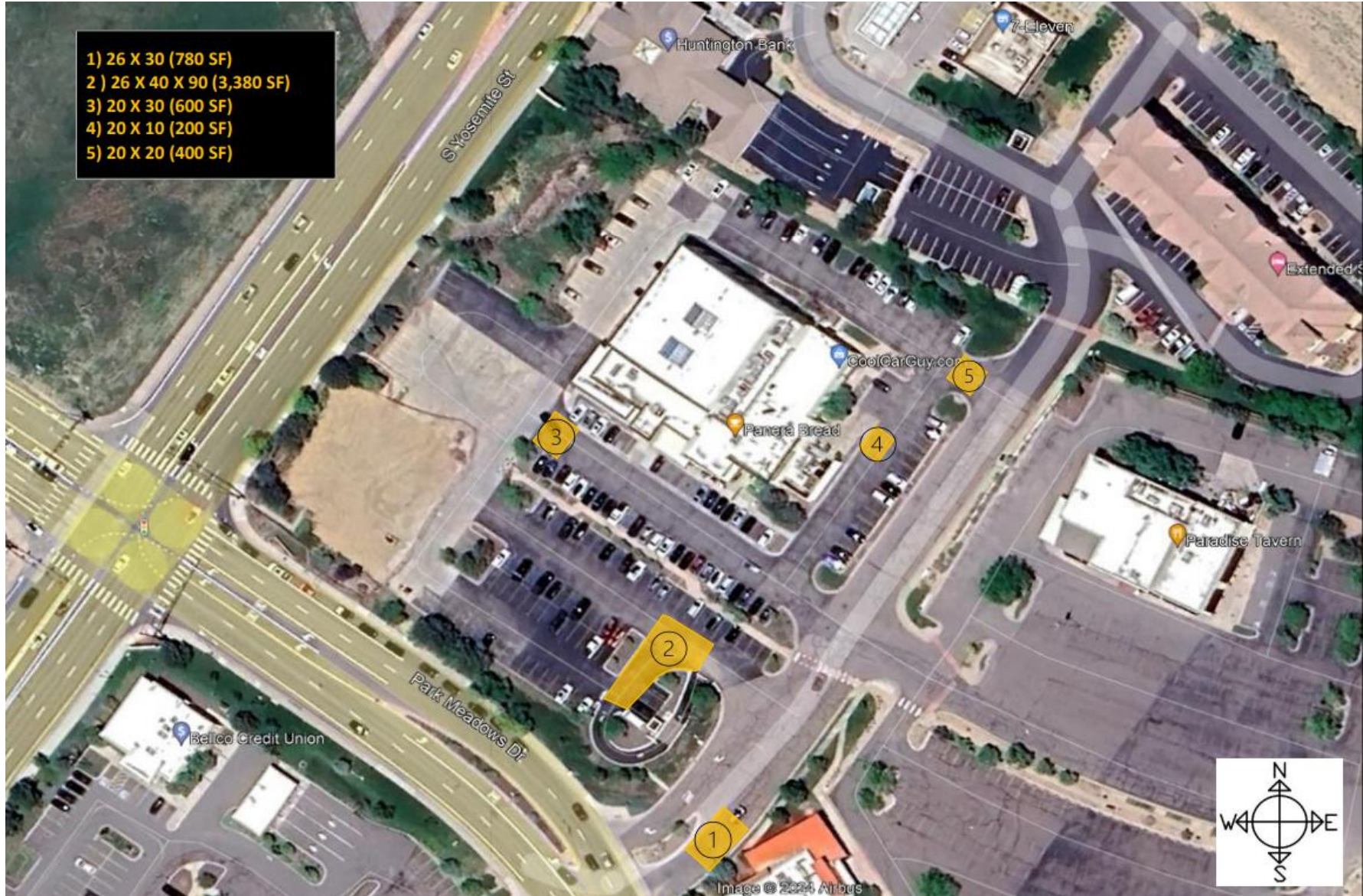
Detail Mill & Overlay





Panera Lot

- 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)



Panera Lot



Panera Lot

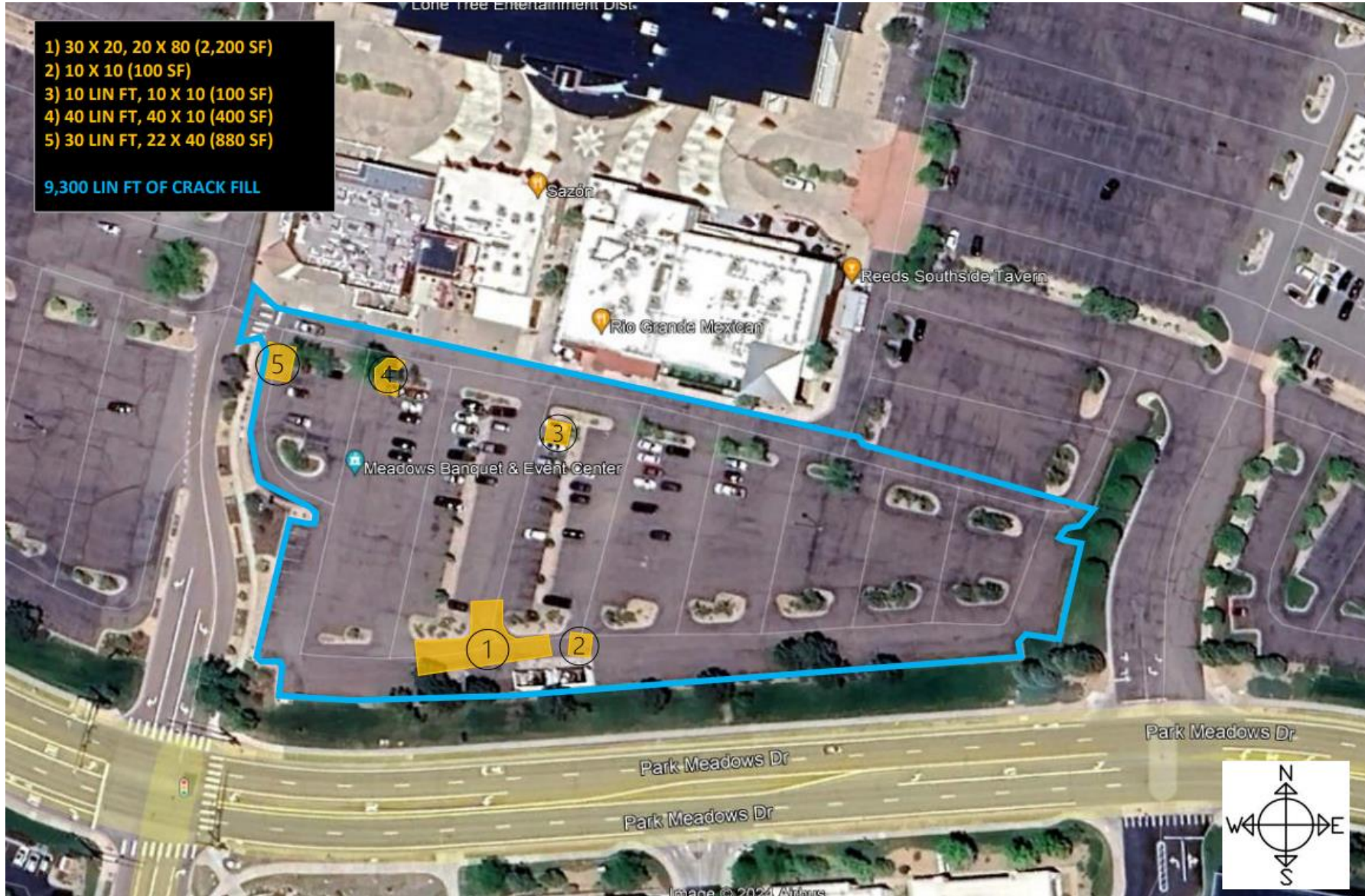


Panera Lot





Rio Grande Lot



Rio Grande Lot



Rio Grande Lot



Rio Grande Lot





Infrared Areas









Huntington Lot Mill & Overlay w/ Base Repairs

Huntington Lot – Mill & Overlay w/ Base Repairs



Huntington Lot – Mill & Overlay w/ Base Repairs



Huntington Lot – Detail Mill Along Curbs



Brown Brothers Asphalt & Concrete

Courtney Sandberg

(720) 229-9211

courtney@asphaltconcrete.net

www.brownbrosasphaltconcrete.com

