

**MONUMENT FIRE DISTRICT**  
16055 Old Forest Point, Suite #102  
Monument, CO 80132  
(719) 484-0911  
www.monumentfire.org  
*Proudly serving the Tri-Lakes Region*

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Jonathan Bradley, Fire Marshal

April 25, 2024

To El Paso County Development Services:

The Monument Fire District provides fire protection and emergency medical services to 70 square miles of northern El Paso County. Our current ISO rating is 3/3Y. All of the Walden Preserve subdivision is within our district boundaries.

The letter is in response to a request from Bill Dunston to allow the lots listed below to be permitted in Walden Preserve 2 Filing 5 without paving on Pinehurst Circle. Monument Fire will agree to grant this request because the Walden developer has provided a signed contract for paving services to occur this spring (see attached contract). The fire district will not allow Certificates of Occupancy to be issued until the paving is complete.

3974 Pinehurst Circle

4290 Pinehurst Circle

Please let me know if you have additional questions.

Jonathan Bradley

Division Chief / Fire Marshal



**Martin**  
Marietta

1910 Rand Ave.  
Colorado Springs, CO 80905  
Phone (719) 591-3300  
Fax (719) 591-3325

<b>To:</b> BILL DUNSTON	<b>Contact:</b> Mr. Dunston
<b>Address:</b> COLORADO SPRINGS, CO	<b>Phone:</b> (719) 321-5801
	<b>Fax:</b>
<b>Project Name:</b> WALDEN PRESERVE 2 FILING NO. 5	<b>Estimate Number:</b> 30726
<b>Project Number:</b>	<b>Bid Date:</b> 4/24/2024
<b>Project Location:</b> HWY 83 & Hodgen Rd., Colorado Springs, CO	

**\*\*Due to the volatility in the oil market, Asphalt Cement (AC) suppliers are no longer providing project pricing. AC is priced to the industry monthly by suppliers with no carry over pricing. Consequently, this quote is only valid for work completed by June 30th, 2024. As of July 1<sup>st</sup>, 2024 this price will be subject to Liquid AC oil increase. Firm pricing can be provided at the beginning of each month for work to be completed during the month. This quote will also be subject to fuel increases & concrete material price increases as of July 1st, 2024.**

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>BASE BID</b>					
1	4" FULL DEPTH ASPHALT PAVING	16,435.00	SY	\$22.40	\$368,144.00
2	6" CL-6 AGGREGATE BASE COURSE	16,435.00	SY	\$10.65	\$175,032.75
3	ASPHALT CREW MOBILIZATION	1.00	EACH	\$3,500.00	\$3,500.00
4	GRAVEL CREW MOBILIZATION	1.00	EACH	\$3,500.00	\$3,500.00
5	2' WIDE CL-6 ABC SHOULDERING (4" THICK)	9,339.00	LF	\$3.80	\$35,488.20
<b>Total Price for above BASE BID Items:</b>					<b>\$585,664.95</b>
<b>FLAG LOT DRIVEWAYS</b>					
6	3" FULL DEPTH ASPHALT PAVING (FLAG LOT DRIVEWAYS)	2,026.00	SY	\$17.50	\$35,455.00
7	FINE GRADE +/- .10' (FLAG LOT DRIVEWAYS)	2,026.00	SY	\$3.00	\$6,078.00
<b>Total Price for above FLAG LOT DRIVEWAYS Items:</b>					<b>\$41,533.00</b>
<b>SCARIFY &amp; RECOMPACT</b>					
8	SCARIFY & RECOMPACT (10") - INC'S FLAG LOT DRIVEWAYS	18,461.00	SY	\$1.80	\$33,229.80
<b>Total Price for above SCARIFY &amp; RECOMPACT Items:</b>					<b>\$33,229.80</b>

- Notes:**
- The following Proposal, subject to terms and conditions, as noted, and on the attached page, if accepted, shall constitute a contract between the parties to this Proposal. This Proposal shall be valid for a period of Thirty (30) days from the date of Proposal unless otherwise specifically stated in the Proposal.
  - This contract is expressly conditioned upon approval of Customer's credit by Martin Marietta Materials Inc.'s credit department, and Martin Marietta Materials Inc. shall have no obligation to perform its obligations hereunder until such approval has been obtained. Project scheduling is subject to receipt of accepted Proposal. Please sign in spaces provided to indicate acceptance and return original. Note terms and conditions of sale as listed on Proposal document.
  - Final billing will be determined by field measurement of actual quantities upon completion of the project.
  - Over excavation and/or replacement of unsuitable sub grade material is to be performed on an hourly time and materials basis.
  - Sub grade is to be accepted @ +/- .10' of final grade elevation, compacted in depth, balanced and blue-topped on a forty foot grid by others prior to crew mobilization(s).
  - Manhole Adjustments= \$500.00/EA, Valve Adjustments= \$250.00/EA.
  - Work is bid based on one (1) mobilization with performance of work being completed during the months of April through October 2024 in accordance with Pikes Peak Region Asphalt Paving Specifications. Work performed outside of this time frame will be subject to a waiver of guarantee and an increase in price, due to inadequate temperatures and/or sub grade conditions. Each additional mobilization will cost \$3,500.00 each, plus any patching and/or cleaning required to complete our scope of the project.



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\* EXCLUSIONS: Traffic control, rough grading, herbicide, erosion control, field testing, sleeve installation, CTS under curb & gutter, CTS under ABC Shoulder, ABC under curb & gutter, OCIP/Textura related charges, wrap insurance, water charges, bond, permits, cleaning for top-lift(s), night work, import/export excess material, utility relocates, prime coat, striping, site signage, asphalt patching, saw-cutting, t-capping, landscaping, joint sealing, concrete conveyance, survey, engineering, staking, blue-topping, utility relocates, cold weather concrete modifications, winter protection of sub grade, winter additives to concrete, concrete blankets, drainage in areas with less than 2% constant slope and any other work beyond the scope of this proposal.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: <b>BILL DUNSTON</b></p> <p>Signature: </p> <p>Date of Acceptance: <u>4-24-24</u></p>	<p><b>CONFIRMED:</b> <b>Martin Marietta Materials, Inc. (Colorado Springs)</b></p> <hr/> <p><b>Scott Kenley</b> Estimator (719) 491-2093 scott.kenley@martinmarietta.com</p>
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**MARTIN MARIETTA MATERIALS INC. AGREES TO FURNISH LABOR AND MATERIALS TO CUSTOMER AS SET FORTH ON THE ATTACHED PROPOSAL HEROF, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**1) RRESPONSIBILITIES OF CUSTOMER AND MARTIN MARIETTA MATERIALS INC.:** Customer shall reimburse Martin Marietta Materials Inc. for all expenditures for any required permits or inspection fees assessed by any government entity and paid by Martin Marietta Materials Inc. unless stated otherwise on the reverse hereof Customer shall ensure that all manholes and other utility structures are on proper grade, in proper alignment, and are properly flagged. Martin Marietta Materials Inc. shall not be liable for any damage to underground facilities caused by equipment used in the performance of this contract.

**2) SUBBASE, AND/OR BASE COURSES:** If the subbase and/or base course has not been placed by Martin Marietta Materials Inc., then Martin Marietta Materials Inc. shall not be liable for any defects in the finished pavement developing as a result of any subbase, and/or base course failure. If, after being advised of existing inadequate or defective subbase and/or base course conditions, Customer directs Martin Marietta Materials Inc. to proceed with the work without first correcting those conditions, then Martin Marietta Materials Inc. shall not be liable for any subsequently occurring paving defects or failures.

**3) PAYMENT:** Martin Marietta Materials Inc. will, from time to time, submit invoices to Customer for work performed and materials and equipment provided by Martin Marietta Materials Inc.. Payment shall be due 30 days from the date of Martin Marietta Materials Inc.'s invoice. Interest at the rate of 18% per annum shall accrue on all invoice amounts not paid when due. In addition, Customer shall be liable for all costs and reasonable attorney's fees incurred by Martin Marietta Materials Inc. in the collection of any unpaid balance. The Customer shall not withhold retention.

**4) TAXES:** The quotation on the reverse side hereof includes sales or use taxes as applicable on job related materials.

**5) SCHEDULING OF WORK:** Martin Marietta Materials Inc. reserves the right to delay its work until, in its sole judgment, a sufficient area of the job is ready to be paved. If additional mobilizations are requested, they will be billed on a unit price basis. Customer recognizes that Martin Marietta Materials Inc.'s ability to perform paving work is dependent upon site, weather, and temperature conditions and Customer agrees that any projected starting or completion date and any work schedule will remain subject to site, weather, and temperature conditions. Martin Marietta Materials Inc. will use its best reasonable efforts to begin and complete all work promptly. However, Martin Marietta Materials Inc. does not promise or warrant completion by any specific date.

**6) ADDITIONAL WORK:** Unless otherwise agreed to in this contract, quantity increases will be billed either on a unit price basis, or at time and material rates as agreed to by Martin Marietta Materials Inc. and Customer, so long as the extra work can be performed while Martin Marietta Materials Inc. is at work at the job site performing the original work. Otherwise unit prices for any additional extra work will be negotiated by the parties prior to commencement of such additional work.

**7) TERMINATION:** Martin Marietta Materials Inc. shall have the right to terminate the contract and shall have no further obligation to perform the contract in the event of any one of the following occurrences:

- Martin Marietta Materials Inc. is put on allocation for liquid asphalt, fuel, or other petroleum products, or its performance is otherwise restricted by governmental order or regulation.
- Customer fails to make payments when due.
- Circumstances or events beyond Martin Marietta Materials Inc.'s control prevent completion of the work.
- If Martin Marietta Materials Inc. becomes aware of any hazardous substance in, on, or under the property, Martin Marietta Materials Inc. has the right to discontinue work until the hazardous substance is removed or dealt with in accordance with applicable law. Hazardous substance shall mean any substance defined as hazardous in any federal, state, or other applicable law or regulation. Martin Marietta Materials Inc. shall not be responsible for removing or otherwise dealing in any manner with any hazardous substance on the property being improved. The Owner of the property shall indemnify Martin Marietta Materials Inc. and hold it harmless against any loss, damage, or expense that may be incurred by Martin Marietta Materials Inc. which is caused by or attributable to the presence of any hazardous substance in, on, or under the property.
- If national or regional shortages of crude oil and/or other raw materials used for construction supplies occur, the parties agree that the contract price stated herein may be increased or decreased by the amount necessary to reflect increases or decreases after the date of this quotation. Martin Marietta Materials Inc. shall give notice of any increase prior to commencing work, and Customer shall have the right to terminate this agreement within 24 hours after receipt of such notice of increase; provided, however, that the Owner or Customer shall pay Martin Marietta Materials Inc. its actual expenses incurred through the date of such notice.
- In the event Martin Marietta Materials Inc. terminates the contract for any of the reasons set forth above, Martin Marietta Materials Inc. shall provide Customer with an invoice for all work completed prior to termination, and Customer shall promptly pay the full amount of said invoice.
- Under no circumstances shall Martin Marietta Materials Inc. be liable for special, indirect, or consequential damages incurred as a result of termination of work.

**8) WARRANTY:** Martin Marietta Materials Inc. warrants that its labor and services will be performed and its materials supplied in a good and workmanlike manner. All materials supplied by Martin Marietta Materials Inc. shall be of standard grade unless otherwise specified in writing. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HERBY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** Martin Marietta Materials Inc.'s warranty shall continue for a period of one year from the date of substantial completion of its work hereunder. Any claim for defective workmanship or material or for breach of this warranty must be made in writing, delivered via certified mail, return receipt requested, to Martin Marietta Materials Inc. within 20 days from the date of delivery of the materials or performance of the work by Martin Marietta Materials Inc.. Failure to comply with the preceding clause shall constitute a full, complete, and unconditional acceptance of materials and work. Martin Marietta Materials Inc.'s liability hereunder, whether in contract, tort, under any warranty, in negligence or otherwise, shall be limited to the reasonable cost of any labor and/or materials shown to Martin Marietta Materials Inc.'s satisfaction to have been defective. Under no circumstances shall Martin Marietta Materials Inc. be liable for special, indirect or consequential damages. The parties agree that, if soil sterilizer is required to be applied under the terms of this contract, a licensed contractor other than Martin Marietta Materials Inc. will perform such application. Martin Marietta Materials Inc. shall assign to Customer the manufacturer's warranty, if any, given in connection with such soil sterilizer. Martin Marietta Materials Inc. shall not be liable for any damage caused by such application of soil sterilizer.

**9) ATTORNEY'S FEES AND COSTS:** In the event that Martin Marietta Materials Inc. either initiates or is named as a party in any legal action arising from or related to the furnishing of labor, services, and/or materials to Customer, including any litigation to enforce a mechanic's lien, Customer shall be liable for all costs and reasonable attorney's fees incurred by Martin Marietta Materials Inc. in such litigation.

**10) INDEMNIFICATION:** To the fullest extent permitted by law, Customer shall indemnify Martin Marietta Materials Inc. and hold it harmless from and against claims, damages, losses and expenses arising out of or resulting from performance of Martin Marietta Materials Inc.'s work under this contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of Customer, Customer's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

The parties acknowledge that this document contains the entire understanding and agreement concerning the work to be done by Martin Marietta Materials Inc.. There are no agreements, oral or otherwise, which are not set forth herein.