### **RESOLUTION NO. 21-31**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND CASTLE PINES NORTH METROPOLITAN DISTRICT CONCERNING JOINT PARTICIPATION IN CASTLE PINES PARKWAY RECONSTRUCTION PROJECT

WHEREAS, the City of Castle Pines ("City") is authorized to enter into contracts for lawful purposes for the protection of the health, safety, and welfare of its citizens; and

WHEREAS, C.R.S. § 29-1-203, as amended from time to time, authorizes local governments to cooperate and contract with other governmental entities regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the City and District, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and C.R.S. §29-1-201, et seq., to cooperate and contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government; and

WHEREAS, the City is planning to reconstruct a portion of Castle Pines Parkway from Yorkshire Drive west to Monarch Boulevard in 2021 (the "Project"); and

**WHEREAS**, the District is planning to replace approximately 2,750 linear feet of existing water main pipe adjacent to Castle Pines Parkway in approximately the same location as the Project ("Water Main Replacement"); and

WHEREAS, the City and the District acknowledge that Castle Pines Parkway is a major thoroughfare that serves both the City and District residents and taxpayers; and

WHEREAS, in order to promote intergovernmental cooperation and efficiency, the City and District wish to coordinate the City's Project and the Water Main Replacement under a single construction contract; and

WHEREAS, utilizing one contractor to complete the Project and the Water Main Replacement will minimize disruption to the community to the greatest extent possible; and

WHEREAS, the District's design of the Water Main Replacement will be incorporated into the City's bid package for the Project and is anticipated to account for approximately 25% of the total costs; and

WHEREAS, the City agrees to include the Water Main Replacement within the scope of the City Project, subject to the District's agreement to pay for any and all costs related to the Water Main Replacement as more fully set forth in this Agreement.

WHEREAS, the City Council has determined that it is in the best interests of the City to renew the IGA and contract with the County for the Services in 2021.

# NOW, THERFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby: (a) approves the Intergovernmental Agreement between the Castle Pines North Metropolitan District and the City of Castle Pines Regarding the Reconstruction of Castle Pines Parkway and Replacement of Water Line, in substantially the form attached hereto as Exhibit 1 ("2021 IGA"); (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be necessary to correct any non-material errors that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the 2021 IGA in final form.

<u>Section 2</u>. <u>Effective Date</u>. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 6 IN FAVOR AND 0 AGAINST THIS 13TH DAY OF JULY, 2021.

SEAL 2008

Tera Stave Radloff, Mayor

DocuSigned by:

DocuSigned by:

Linda C. Michow

**ATTEST:** 

APPROVED AS TO FORM:

ADOSASBO2032499...

Tobi Basile, CMC, City Clerk

Linda C. Michow, City Attorney

City of Castle Pines Page 3

# **EXHIBIT 1**

[see attached agreement]

# INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN CITY OF CASTLE PINES AND CASTLE PINES NORTH METROPOLITAN DISTRICT REGARDING RECONSTRUCTION OF CASTLE PINES PARKWAY AND REPLACEMENT OF WATER LINE

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this \_\_ day of \_\_\_\_\_, 2021, ("Effective Date") by and between the Castle Pines North Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and the City of Castle Pines, a Colorado home rule municipality (the "City"). Collectively, the City and District shall be referred to herein as "the Parties."

### **RECITALS**

WHEREAS, the City and District, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and C.R.S. §29-1-201, et seq. to cooperate and contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government; and

WHEREAS, the City is planning to reconstruct a portion of Castle Pines Parkway from Yorkshire Drive west to Monarch Boulevard in 2021 (the "Road Project"); and

WHEREAS, the District is planning to replace approximately 2,750 linear feet of existing water main pipe adjacent to Castle Pines Parkway in approximately the same location as the Road Project ("Water Main Replacement"); and

WHEREAS, the City and the District acknowledge that Castle Pines Parkway is a major thoroughfare that serves both the City and District residents and taxpayers; and

WHEREAS, in order to promote intergovernmental cooperation, economies and efficiencies, the City and District wish to coordinate the Road Project and the Water Main Replacement under a single construction contract (the "Project"); and

WHEREAS, utilizing one contractor to complete the Project will minimize disruption to the community to greatest extent possible; and

WHEREAS, the City is willing to include the Water Main Replacement within the scope of the Road Project, subject to the District's agreement to pay for any and all costs related to the Water Main Replacement as more fully set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties agree as follows:

### **AGREEMENT**

- 1. <u>Purpose</u>. The purpose of this Agreement is to identify and establish the process by which the Project will be completed and how the District will pay for its proportionate share of the Project.
- 2. <u>Term.</u> This Agreement shall be effective upon the date of mutual execution by the Parties and shall terminate upon fulfillment of the terms of this Agreement by the Parties, expiration of all construction and material warranties of the Project, or by the mutual written agreement of the Parties.
- 3. <u>General Project Scope</u>. The scope of the Project is outlined in the Project Scope, attached as **Exhibit A**.
- 4. <u>General Estimated Cost of the Project</u>. The estimated total construction cost for the Project is Three Million Six Hundred Ten Thousand Six Hundred Forty Dollars and 95/100 Cents (\$3,610,640.95), hereinafter referred to as the "Project Cost Estimate," and is itemized in the Bid Tabulation set forth in **Exhibit B**, attached and incorporated herein.
- 5. General Description of the Water Main Replacement Installation. The District will fund all costs associated with the Water Main Replacement portion of the Project estimated to be Five Hundred Fifty-Eight Thousand Six Hundred Sixty-One and 58/100 Dollars (\$558,661.58) as reflected in **Schedule C of Exhibit B**, and 100% of the reconstruction costs of the northern most west bound lane from Yorkshire Drive to Monarch Boulevard, any work east of Yorkshire or in the Monarch and Castle Pines Parkway intersection and the District's proportionate share of Shared Project Costs separately identified in the Bid Tabulation attached hereto as **Exhibit B** (the "District Costs").
  - 6. City Responsibilities and Obligations.
  - a. The City has prepared final design plans for the Road Project, has put the Project out for bid, and has selected the lowest responsible bidder.
  - b. The City has consulted with the District and the District agrees with the City's selection of the lowest responsible bidder for the Project (the "Contractor").
  - c. The City has entered into a construction contract with the Contractor (the "Construction Contract") and will manage the Project including traffic control, inspection, probationary and final acceptance of the Project, including Water Main Replacement construction management which shall be the responsibility of the District.
    - 1. Field orders and change orders not relating to the Water Main Replacement (as set forth and included in the District Bid Items) may be processed by the City without notice to, or prior approval by, District.

- 2. Any field orders and change orders that are anticipated to impact the Water Main Replacement or increase the total costs associated with the Water Main Replacement or Shared Project Costs will be approved by the City only after approval of the District.
- d. The City is responsible for funding its share of the Project, estimated to be approximately Two Million Two Hundred Eighty-Eight Thousand Nine Hundred Eighty-Four Dollars and 11/100 (\$2,288,984.11) ("City Estimated Costs"). Any additional costs arising from the Project attributable solely to the City shall be the responsibility of the City.
- e. The City will provide the District with a copy of the successful Contractor's bid associated with the District Bid Items, defined below.
- f. The City has all necessary rights-of-way and easements for the Project which will be utilized by the District at no additional cost.
- g. The City has notified the District of the actual Water Main Replacement bid amount and the estimated Shared Project Costs for which the District will be responsible.

# 7. District Responsibility and Obligations.

- a. The District has prepared final design plans for the Water Main Replacement and will provide a copy of such final design plans to the City for incorporation in the final plan set for the Project.
- b. The District Costs are estimated to be approximately One Million Three Hundred Twenty-One Thousand Six Hundred Fifty-Six Dollars and 42/100 (\$1,321,656.42) ("District's Estimated Costs"), as reflected in **Schedule B** of **Exhibit B**. Any additional costs arising from the Project attributable solely to the District shall be the responsibility of the District.
- c. Within fifteen (15) calendar days following the City issuing its notice of award for the Project, a copy of which shall be provided to the District by the City, the District will deposit funds equal to the District's Estimated Costs in a segregated account ("Construction Account").
- d. If additional easements or right-of-way is necessary for the work associated with the Water Main Replacement, District will be solely responsible for obtaining the same, at District's sole cost and expense.
- e. The District will designate a Project representative to attend Contractor construction meetings, coordinate with the City, and promptly issue decisions as needed to facilitate the Project.
- f. The District will provide prompt inspection services for the duration of the Project as requested by the City. The District will keep itself and its representatives available for consultation for the duration of the Water Main Replacement. In the event a field decision affecting the Water Main Replacement must be made, the City will make

every reasonable effort to consult and coordinate with the District and its representatives. In the event consultation is not feasible, the City will make field decisions according to its good engineering judgment and will not be liable to District or any other entity for any such field decision(s) made.

- g. The District is responsible for 100% of the reconstruction costs of the northern most west bound lane from Yorkshire Drive to Monarch Boulevard as separately identified in Exhibit B, including any previously approved change order items related solely to that work as part of the District Costs.
- h. The District will own, operate, maintain and assume all liability for the improvements associated with the Water Main Replacement upon final acceptance of Contractor's work by the City and District and assignment to the District of all warranties, guarantees and sureties associated with the Water Main Replacement.

# 8. Funding and Contract Administration.

- a. The City will establish a separate account for the Project (the "Construction Account") into which the City's payments and the District's Estimated Costs will be deposited for payment to the Contractor.
- b. Upon receipt of a request for payment from the Contractor, the City will provide a copy to the District Manager identifying items or portions of items and amounts it believes are District Costs. The District will object or authorize payment from District's deposited funds in the Construction Account within 15 days of receipt.
- c. The City will track District and City expenditures and Shared Project Costs separately.
- d. The City will pay the Contractor for the Project in accordance with the Contract Documents. The City will withdraw funds from the Construction Account as necessary to pay for the construction costs associated with the Water Main Replacement and the Shared Project Costs, as pay applications from the Contractor are submitted and approved by the City and District.
- e. If the District's funds on deposit in the Construction Account are insufficient to pay for costs associated with the construction of the Water Main Replacement due to field orders or change orders reviewed by the District and approved by the District and the City, the City shall request additional or supplemental funds from the District in writing and the District shall remit any such additional or supplemental funds to the City for deposit in the Construction Account within ten (10) business days following receipt of a written request from the City.
- f. The City will make final payment to the Contractor in accordance with the Contract Documents. Any District funds remaining in the Construction Account following completion of the Water Main Replacement and conditional acceptance of the same by District shall be returned to the District within sixty (60) days following the date on which final payment has been made to the Contractor for the Project.

- g. The City will provide the District with a copy of the approved pay applications evidencing the balance of the Construction Account. Following completion of the Water Main Replacement and during probationary acceptance thereof by District, which probationary acceptance will be made in accordance with District's rules and regulations, as they may be amended from time to time ("District Rules"), the City will provide District with a final accounting of the total costs associated with the Water Main Replacement, including the Shared Project Costs. In the event the District disputes any of the costs, District shall notify the City in writing within thirty(30) days of receipt of the City's final accounting. The City shall have thirty (30) days to review the records to verify the costs and provide the District with a final cost reconciliation.
- 9. Failure to Provide Funds/Termination. The funding obligation of District is conditioned upon annual budget and appropriation by District. In the event the District fails to either appropriate funds, or fund its obligations set forth in this Agreement by the date(s) prescribed, or fund this Agreement in a timely manner, the City may terminate this Agreement without liability or obligation to District. Notwithstanding the foregoing, in the event any notice of award has been issued as provided in this Agreement with respect to the Project, then the obligation of District to fund all amounts required for the completion of the Water Main Replacement shall be enforceable in accordance with any and all remedies available at law or in equity. If the City terminates the Project, all unused District funds in the Construction Account shall be returned to District within sixty (60) days of termination of this Agreement.
- 10. Construction Claims. The City shall, after notice to and consultation with District, assert against the Contractor (or any approved subcontractor) constructing any portion of the Water Main Replacement any claim that the City or District may have against the Contractor under the Contract Documents and/or guarantee and/or warranty. In any event, the City shall provide written notice to District of each and every breach of the Contract Documents, guarantees or warranties concerning the Water Main Replacement. In the event the Contractor asserts any claims against the City, the City shall provide District with written notice of each and every claim. The Parties will work together to resolve such claims without litigation. In the event litigation becomes necessary, the Parties agree that the City may, at its discretion, defend such claims; however, at the City's sole discretion it may elect not to defend or initiate such claims, in which case the Parties may mutually agree upon an attorney to represent them. The Parties will establish the responsible Party for such claim and pro-rate the cost to resolve such claims and any litigation related thereto (which costs shall include but not be limited to related consultant costs and attorneys' fees) based on their respective share of the cost of the public improvements involved in such claim(s) and respective liability, if any. The City shall include indemnification provisions in the Construction Contract providing the same protection to the District as is provided to the City.
- 11. <u>Appropriation</u>. Pursuant to Section 29-1-110, C.R.S., any financial obligations of the City and the District contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available on an annual basis.
- 12. <u>Breach and Enforcement</u>. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms and conditions contained herein and that the failure of either party to fulfill any obligation set forth herein shall constitute a

breach of this Agreement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws and statutes of the State of Colorado. This Section shall survive the termination of this Agreement.

- 13. <u>Assignment</u>. Neither the District nor the City may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other party. Assignment to Parker Water & Sanitation District by the District is hereby approved.
- 14. <u>Time is of the Essence</u>. The Parties acknowledge that time is of the essence in the performance of this Agreement.
- 15. <u>Colorado Law</u>. The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.
- 16. <u>Separate Entities</u>. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, neither the City nor the District shall be deemed or constitute a partner, joint venturer, or agent of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the other.
- 17. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.
- 18. Application of Governmental Immunity Act. The Parties hereto understand and agree that the District, its Board of Directors, officials, officers, directors, agents and employees, and the City, its council members, officials, officers, directors, agents and employees are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 to 120, C.R.S., or otherwise available to the District and the City.
- 19. <u>Headings</u>. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be give no effect in the construction or interpretation of this Agreement.
- 20. <u>No Waiver</u>. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

- 21. <u>Binding Contract</u>. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.
- 22. <u>Contract Modification</u>. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.
- 23. <u>Severability</u>. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.
- 24. <u>Entirety</u>. This Agreement constitutes the entire agreement between the Parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.
- 25. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

	CITY OF CASTLE PINES:
Attest:	By: Title:
By: Title:	

[Remainder of page intentionally left blank.]

# CASTLE PINES NORTH METROPOLITAN DISTRICT

Attest:	By: _ Title: _		
, Secretary			
Approved as to Form: Seter & Vander Wall, PC			
Kim J. Seter, Atty No. 14294			

# EXHIBIT A PROJECT SCOPE



360 Village Square Lane, Suite B • Castle Pines, CO 80108 303-705-0200 • castlepinesco.gov

# Scope of Work

To: Jim Worley, District Manager

David McEntire, President

From: Larry Nimmo, Public Works Director

Date: June 10, 2021

Regarding: An initial and updated MOU between the City of Castle Pines and the Castle

Pines North Metro District (CPNMD) for the reconstruction of Castle Pines

Parkway and the Metro District's new 12" water line.

# Project Overview

The City of Castle Pines' City Council has approved the budget for the design and reconstruction of Castle Pines Parkway from Yorkshire west to Monarch, connecting to the recently reconstructed Monarch intersection. Currently the City and the CPNMD are in the design phase of a joint project for the roadway and water line reconstruction. The rationale for the choice of this section included the knowledge of the desired water main replacement by CPNMD including CPNMD willingness to accelerate its watermain replacement from its existing location outside of the road to beneath the new road and by extension offering the City and our residents to fully pay for 1 of 4 lanes and or 25% of the total cost for the new section of Castle Pines Parkway. All parties understand that this is only one section of the total water main replacement desired. A critical component everyone recognizes is the cost benefit for combining these two projects, which includes a single project bid and construction company able to complete all the work under one contract, thereby providing the combination of multiple shared tasks for efficient completion. Additionally, with this combination, the disruption to the community, which will be major, will be substantially shortened in this one and done methodology.

# **CPNMD Overview**

CPNMD is to replace the existing 10-inch ductile iron (DI) pipe located adjacent to Castle Pines Parkway from Yorkshire Drive west to Monarch Boulevard. Approximately 2,750 linear feet of existing water line is proposed to be replaced. The replacement will be completed as part of the City's roadway improvement project for the same portion of Castle Pines Parkway. Water line plans prepared by Kennedy Jenks (KJ) will be incorporated into the road project bid package. Construction of the water line will be performed with the road project by the general contractor for the City. The new water line will be 12-inch PVC and the method of construction will be

open-cut. The new water line will parallel the existing water line within the right-of-way limits. The intent will be to keep the existing pipeline active as much as possible during construction. The existing ductile iron pipe will be abandoned in-place or removed in places where necessary for other utilities and tie-ins.

### **Engineer Scopes**

Both Bohannan Huston, Inc. and Kennedy Jenks provided an outline of their proposed work:

- City/BHI responsibility:
  - Road reconstruction design, plans and construction between Monarch Blvd and Yorkshire Dr including
    - Initial Construction Survey for plan development separate from CPNMD Sch. C
    - Geotechnical Investigation
    - Pavement design
    - Roadway Removal Plan
    - Roadway PNPs
    - Drainage Design
    - Signage and Striping
    - GESC plans
    - Traffic control
    - SAQ and cost estimate for above items
  - o Bidding
  - o Construction Management
- CPNMD/KJ responsible for:
  - o Waterline design, plans and construction including:
    - Coordination meetings including:
      - Survey Item 26 in Schedule C
      - Final water line alignment
      - Construction plan development
      - Technical specification development
    - Work beyond City roadway construction limits including roadway removal and replacement East of Yorkshire as needed
    - Trenching and Rock excavation assoc. w/ utility installation including additional depth for utility crossings
    - Utility potholing as needed for waterline design
  - Bidding Support
  - Construction support
- Shared Construction Responsibilities:
  - o Approval of all Pay Applications
  - Force Accounts
    - pro-rated by total contract value for common items such as:
      - Mobilization Item 58 in Schedule B
      - CPNMD Preapproved Public Communication

F/A Minor Contract Revisions – Item 61 in schedule B

- F/A Landscaping Item 62 in schedule B
- F/A Irrigation Item 63 in schedule B
- F/A Erosion Control Item 64 in schedule B
- F/A Construction Survey Item 65 in Schedule B
- As needed and preauthorized for contingent items such as:
  - Utility relocation
  - Minor Revisions

# Financial Implications

As the design is still in progress the final financial details are not available. What is known is that based on the current engineer's estimates, the complete reconstruction of the identified section of roadway reconstruction is approximately four million dollars, which means the CPNMD would be responsible for one quarter of this costs. Please recognize this is a high-level estimate and during the design and bid document development actual quantities for work will be identified for clear expectations of cost responsibility.

Based on the current layout, the CPNMD will be responsible for the reconstruction costs of the northern most west bound lane from Yorkshire to Monarch. Other miscellaneous costs the CPNMD will be fully responsible for are any specific items that the normal road reconstruction would not have encountered. This could include utility relocations, temporary work necessary for water line connections, and other miscellaneous items still to be identified. Schedule C, items 19-21 of the IFB includes, the installation of 300 lf of 12" Water Main, including pipe, and all road work necessary to complete this installation involving the removal and replacement of the concrete roadway east of Yorkshire and the Monarch Intersection for the installation of a new 14" Butterfly Valve. Schedule C includes all incidental concrete and asphalt work to be fully removed and replaced and all of these costs are the sole responsibility of the CPNMD.

If the CPNMD needs other tasks outside of the agreed upon general scope, the City is open to including them into the project. The City recognizes the advantages for all parties and minimization of impacts to the community.

## **Updated Financial Implications**

On Wednesday April 14, 2021, eleven bids were received by the city for the 2021 Castle Pines Parkway Reconstruction, Monarch Boulevard to Yorkshire Drive Project In this bid package, the City solicited alternative concrete (Schedule A) and asphalt (Schedule B) bid schedules, along with a third Schedule C for the Castle Pines North Metro District's 12" water main replacement. The attached bid comparison provides the summary information for each of these bids along with a spread sheet listing the unit prices for all three schedules. After formal evaluation of the bids and contractor qualifications (completion of previous projects for the city) Schmidt Construction Company is the recommended contractor. Their bid of \$3,610,640.95 for Schedule B

Asphalt and Schedule C was below the Engineer's Opinion of Probable Construction Cost and the lowest total bid.

The CPNMD cost portion of this project is \$1,321,656.42 which includes 25% of schedule B and all of Schedule C. The details of this agreement are included in the attached IGA. Upon the City's approval of the entire contract, the CPNMD will take the IGA to their board for formal approval. With the CPNMD participation in this project, the City's projected share in the total contract will be \$2,288,984.53.

# EXHIBIT B BID TABULATION/ESTIMATED PROJECT COSTS

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# BID TABULATION CITY OF CASTLE PINES PROJECT NO. 2021-PW-001 CASTLE PINES PARKWAY RECONSTRUCTION PROJECT MONARCH BOULEVARD TO YORKSHIRE DRIVE

		sts	COST	984.38	826.88	1,430.63	1,015.88	1,115.63	34,634.57	1,278.38	3,975.30	5,670.00	7,301.70	78.75	288.75	535.50	256.13	819.00	10,419.12	9,933.00	1,002.75	8,495.55	2,275.09	535.50	141.75	105.00	984.38	1,470.00
	SCHEDULE B	<b>CPNMD 25% Shared Costs</b>	TOTAL COST	❖	₩	❖	⋄	❖	₩	₩	₩	₩	₩	❖	₩.	❖	₩	\$	₩	₩	w	w	₩	⋄	\$	\$	\$	ψ.
	SCHE	CPNMD 259	UNIT COST	3,937.50	367.50	2,861.25	47.25	4,462.50	7.88	10.50	8.40	5.25	6.30	10.50	10.50	15.75	6.83	12.60	96.6	16.80	10.50	12.60	28.35	15.75	21.00	105.00	3,937.50	367.50
			S	↔	\$	₩	か	⋄	₩	\$	⋄	⋄	❖	\$	\$	\$	❖	\$	❖	\$	₩.	₩	₩	s	\$	\$	\$	45
			TOTAL COST	3,937.50	3,307.50	5,722.50	4,063.50	4,462.50	138,538.28	5,113.50	15,901.20	22,680.00	29,206.80	315.00	1,155.00	2,142.00	1,024.50	3,276.00	41,676.48	39,732.00	4,011.00	33,982.20	9,100.35	2,142.00	267.00	420.00	3,937.50	5,880.00
	ULE B	nidt	T0T/	₩	↔	ጭ	❖	₩.	₩	₩	❖	w	❖	₩	❖	₩	s	₩	❖	₩	₩	⋄	₩	↔	Ş	\$	\$	₩
	SCHEDULE B	Schmidt	UNIT COST	3,937.50	367.50	2,861.25	47.25	4,462.50	7.88	10.50	8.40	5.25	6.30	10.50	10.50	15.75	6.83	12.60	96.6	16.80	10.50	12.60	28.35	15.75	21.00	105.00	3,937.50	367.50
			5	↔	❖	s	❖	₩	₩	ψ	ş	❖	<b>ئ</b>	\$	\$	⋄	❖	❖	⋄	❖	₩	❖	₩	᠕	\$	\$	\$	\$
Z			QUANTITY	1	6	2	98	1	17,581	487	1,893	4,320	4,636	30	110	136	150	260	4,176	2,365	382	2,697	321	136	27	4	1	16
ID TABULATION		LIND		LS	EA	EA	H	EA	SY	SY	SY	LF.	4	LF	LF	λS	λS	λS	Cζ	ბ	ζ	C	ζ	Շ	ζ	EA	EA	Æ
SCHEDULE B - CASTLE PINES PARKWAY RECONSTRUCTION B		CONTRACT ITEM		Clearing and Grubbing	Removal of Tree	Removal of Inlet	Removal of Pipe	Abandon Pipe	Removal of Concrete Pavement (9 Inch Average)	Removal of Median Cover	Removal of Sidewalk	Removal of Curb (Special)(Median)	Removal of Curb (Special)(Mainline)	Removal of Curb and Gutter	Removal of Gutter	Removal of Concrete Curb Ramp	Removal of Asphalt Mat	Removal of Asphalt Mat (Planing)	Unclassified Excavation	Unsuitable Material	Embankment Material (Complete In Place)	Embankment Material (Complete In Place)(Special)	Filter Material (Class C)	Topsoil	Stockpile Topsoil	Adjust pull box	Reset Fire Hydrant	Reset Ground Sign
SCHEDULE B		CONTRACT ITEM NO.		П	2	3	3A	38	4	5	9	7	8	6	10	11	12	13	14	15	16	17	18	19	20	21	22	23

- 1	Reset Pull Box	EA	7	⋄	105.00	·Λ	735.00	❖	105.00	ᡐ	183.75
24A	Reset Communications Riser	EA	1	⋄	10,500.00	₩	10,500.00	\$	10,500.00	₩	2,625.00
25	Reset valve box	EA	13	₩.	157.50	❖	2,047.50	₩.	157.50	₩.	511.88
26	Adjust Manhole	EA	1	\$	567.03	❖	567.03	↔	567.03	₩	141.76
27	Adjust Valve Box	EA	11	₩	280.89	↔	3,089.79	❖	280.89	❖	772.45
28	Tree Retention and Protection	LS	1	ჯ	5,250.00	₩	5,250.00	↔	5,250.00	\$	1,312.50
29	Aggregate Base Course (Class 6)	TON	13,231	❖	19.95	s	263,958.45	❖	19.95	₩	65,989.61
30	Reconditioning (Subgrade)	SY	22,106	↔	3.15	↔	69,633.90	\$	3.15	⋄	17,408.48
31	Hot Mix Asphalt (Patching)(Asphalt)	TON	20	\$	208.55	↔	10,427.50	·s	208.55	⋄	2,606.88
32	Hot Mix Asphalt (Grading S)(75)(PG 64-22)	TON	4,161	Ϋ́	76.59	❖	318,690.99	45	76.59	\$	79,672.75
33	Hot Mix Asphalt (Grading SX)(75)(PG 64-22)	NOT	2,081	₩	80.39	φ.	167,291.59	Ϋ́	80.39	₩	41,822.90
34	Concrete Pavement (6 Inch)(Median Nose)	SY	15	w	86.10	w	1,291.50	φ.	86.10	₩	322.88
35	Concrete Pavement (10 Inch)	SY	163	s	87.15	₩.	14,205.45	₩.	87.15	₩	3,551.36
36	Filter Cloth (Class 3)(Needle-Punctured)(Non Woven)	SY	2,794	৵	3.68	\$	10,281.92	⋄	3.68	₩.	2,570.48
37	Grouted Riprap	ζ	35	Ϋ́	183.75	↔	6,431.25	Ϋ́	183.75	₩	1,607.81
38	18" RCP	Ä	1,461	Ϋ́	105.00	↔	153,405.00	₩	105.00	⋄	38,351.25
39	24" RCP	LF	15	\$	163.80	\$	2,457.00	ψ	163.80	₩	614.25
40	30" RCP	F.	93	\$	183.75	❖	17,088.75	\$	183.75	↔	4,272.19
41	10' Type R Inlet	EA	2	\$	8,893.50	\$	17,787.00	\$	8,893.50	₩.	4,446.75
42	15' Type R Inlet	EA	5	φ.	11,088.00	❖	55,440.00	❖	11,088.00	\$	13,860.00
43	20' Type R Inlet	EA	0			\$	-			\$	•
44	4' Manhole	EA	5	\$	3,648.75	φ.	18,243.75	\$	3,648.75	₩.	4,560.94
45	6' Manhole	EA	1	\$	6,011.25	❖	6,011.25	❖	6,011.25	\$	1,502.81
46	Underdrain Cleanout	EA	35	\$	393.75	❖	13,781.25	\$	393.75	₩	3,445.31
47	4 Inch Perforated Pipe Underdrain	LF	3,602	ψ	15.75	❖	56,731.50	↔	15.75	φ.	14,182.88
48	Concrete Sidewalk (6 Inch)	SY	2,750	\$	53.55	₩	147,262.50	↔	53.55	Ś	36,815.63
49	Concrete Curb Ramp	SY	153	\$	152.25	❖	23,294.25	\$	152.25	⋄	5,823.56
50	Curb Type 2 (Special)(Monolithic for Median)	当	0			₩.	1			₩	1
51	Curb Type 2 (Special)(Monolithic for Mainline)	15	0			\$	1			₩	'
52	Curb and Gutter Type 2 (Section I-B)	-F	4,264	↔	19.95	❖	85,066.80	s,	19.95	❖	21,266.70
53	Curb and Gutter Type 2 (Section II-B)	5	4,648	Ş	21.53	٠	100.071.44	<b>₹</b>	21.53	•	25 017 86

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> 1,321,656.42		\$ 3,610,640.95		SCHEDULE B + C TOTAL:	SCHEDULE		
\$ 558,661.58		\$ 558,662.58		SCHEDULE C TOTAL:	SCHEDU		
\$ 762,994.84		\$ 3,051,979.37		SCHEDULE B TOTAL:	SCHEDU		
\$ 180,000.00		\$ 720,000.00		SCHEDULE B F/A SUB- TOTAL:	SCHEDUL		
\$ 27,500.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	1	F/A	F/A Survey	65
\$ 22,500.00	\$ 90,000.00	\$ 90,000.00	00.000,06	1 \$	F/A	F/A Erosion Control	64
\$ 11,250.00	\$ 45,000.00	\$ 45,000.00	45,000.00	1 \$	F/A	F/A Irrigation	63
\$ 27,500.00	\$ 110,000.00	\$ 110,000.00	110,000.00	1	F/A	F/A Landscaping	62
\$ 91,250.00	\$ 365,000.00	\$ 365,000.00	365,000.00	1 \$	F/A	F/A Minor Contract Revisions	61
\$ 582,994.84		\$ 2,331,979.37		SUB-TOTAL:	SCHEDULE B SUB-TOTAL:	FORCE ACCOUNT ITEMS	
\$ 53,000.00	\$ 212,000.00	\$ 212,000.00	\$ 212,000.00	10	LS	Construction Traffic Control	09
\$ 1,443.75	\$ 105.00	\$ 5,775.00	105.00	55 \$	GAL	Pavement Marking Paint	59
\$ 32,500.00	\$ 130,000.00	\$ 130,000.00	130,000.00	1	LS	Mobilization	58
\$ 682.50	\$ 210.00	\$ 2,730.00	210.00	13 \$	H	Sign Post	57
\$ 98.44	\$ 78.75	\$ 393.75	78.75	72	SF	Sign Panel (Class I)	56
\$ 1,620.68	\$ 9.45	\$ 6,482.70	9.45	\$ 989	SF	Median Cover Material (6 Inch Patterned Concrete)	55
\$ 2,815.31	\$ 78.75	\$ 11,261.25	78.75	143 \$	₽	dutter Type 2 (o root)	40

DocuSign Envelope ID: 91B70C08-A6BE-4D72-AF39-AADF079CA8CC BID 1ABULATION

# CITY OF CASTLE PINES PROJECT NO. 2021-PW-001 CASTLE PINES PARKWAY RECONSTRUCTION PROJECT MONARCH BOULEVARD TO YORKSHIRE DRIVE

SCHEDULE C - WATERLINE REPLACEMENT BID TABULATION

CONTRACT	CONTRACT ITEM	TINU			SCHEDULE C Schmidt	ULE C	
			QUANTITY	N <sub>O</sub>	UNIT COST	TOT	TOTAL COST
П	12-inch AWWA C900 DR 18 PVC Pipe	H	2,595	❖	95.46	Ş	247,718.70
2	10-inch AWWA C900 DR 18 PVC Pipe	H.	45	❖	122.10	↔	5,494.50
m	8-inch AWWA C900 DR 18 PVC Pipe	LF	169	❖	88.80	ጭ	15,007.20
4	Connect to Exist Water Line	EA	9	₩	2,192.25	↔	13,153.50
2	Fire Hydrant Assembly	EA	4	\$	8,297.25	ጭ	33,189.00
9	14-inch Butterfly Valve	EA	1	₩	18,115.20	₹.	18,115.20
7	12-inch Gate Valve	EA	2	↔	3,976.02	₩	19,880.10
∞	10-inch Gate Valve	EA	1	ᡐ	3,252.30	₩	3,252.30
6	8-inch Gate Valve	EA	2	\$	2,197.80	Ϋ́	4,395.60
10	12-inch Horizontal Bend	EA	1	₩	1,370.85	₩	1,370.85
11	12-inch Vertical Bend	EA	∞	↔	1,174.38	w	9,395.04
12	10-inch Horizontal Bend	EA	1	❖	1,082.25	₩	1,082.25
13	8-inch Horizontal Bend	EA	4	\$	860.25	↔	3,441.00
14	12"x10" Tee	EA	3	ጭ	1,576.20	↔	4,728.60
15	12"x8" Tee	EA	2	₩	1,505.16	↔	3,010.32
16	Reconnect Exist 2" Irrigation Service	EA	4	₩	2,728.38	₩	10,913.52
17	Abandon Exist Water Line	LS	1	₩	4,717.50	₩	4,717.50
18	Asphalt Pavement Remove/Replace	SY	145	❖	35.10	ψ.	5,089.50
19	Concrete Pavement Remove/Replace	SY	965	\$	96.57	₩	93,190.05
20	Concrete Curb and Gutter Remove/Replace	F.	305	\$	29.97	❖	9,140.85
21	Concrete Sidewalk Remove/Replace	느	5	\$	77.70	\$	388.50
22	Controlled Low Strength Material (Flow Fill)	ζ	50	❖	249.75	₩	12,487.50
23	Allowance for Rock Removal	SJ	1	\$	10,000.00	ጭ	10,000.00
24	Allowance for Import Backfill	LS	1	❖	10,000.00	<del>የ</del> ን	10,000.00
25	Potholing Unidentified Utilities	EA	10	\$	200.00	❖	5,000.00
26	Construction Surveying	LS	1	❖	11,500.00	₩	11,500.00
27	Geotechnical Testing	SJ	1	\$	3,000.00	❖	3,000.00
		SCHEDULE C PROJECT TOTAL:	: PROJECT			₩.	558,661.58