

## RESOLUTION NO. 26-27

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CASTLE PINES NORTH METROPOLITAN DISTRICT REGARDING RECONSTRUCTION OF CASTLE PINES PARKWAY WESTBOUND AND REPLACEMENT OF WATER LINE

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

**WHEREAS**, the City and Castle Pines North Metropolitan District (the “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 intends to reconstruct westbound Castle Pines Parkway from Monarch Boulevard to approximately Forest Park Drive (the “Reconstruction Project”); and

**WHEREAS**, the District intends to replace the existing water main pipe adjacent to westbound Castle Pines Parkway, all potable waterlines at the intersection of Castle Pines Parkway and Monarch Boulevard, and the water valves south of such intersection to Oxford Drive (collectively, the “Water Line Replacement”); and

**WHEREAS**, to promote intergovernmental cooperation and efficiency, the City and District wish to coordinate the City’s Reconstruction Project and the District’s Water Line Replacement under a single construction contract to minimize disruption to the community; and

**WHEREAS**, the City and the District desire to enter into an intergovernmental agreement to memorialize the Parties’ respective responsibilities in relation to the Reconstruction Project and Water Line Replacement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CASTLE PINES, COLORADO, THAT:**

**Section 1.** The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

**Section 2.** The City Council hereby: (a) approves the Intergovernmental Agreement between the City of Castle Pines and the Castle Pines North Metropolitan District Regarding Reconstruction of Castle Pines Parkway Westbound and Replacement of Water Line, in substantially the form attached hereto as **Exhibit 1** (the “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 IGA once in final form.

**Section 3.** If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability

of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

**Section 4. Effective Date.** 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 7 IN FAVOR, 0 AGAINST, AND 0 ABSENT THIS 28<sup>TH</sup> DAY OF APRIL, 2026.**



ATTEST:

Tobi Duffey, MMC, City Clerk

[Tracy Engerman \(May 28, 2026 09:14:09 MDT\)](#)

Tracy Engerman, Mayor

APPROVED AS TO FORM:

[Linda Michow \(Apr 29, 2026 18:46:19 MDT\)](#)

Linda C. Michow, City Attorney

**EXHIBIT 1**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES  
AND THE CASTLE PINES NORTH METROPOLITAN DISTRICT REGARDING  
RECONSTRUCTION OF CASTLE PINES PARKWAY WESTBOUND AND  
REPLACEMENT OF WATER LINE**

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

This **INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is made and entered into this 28 day of April, 2026 ("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 westbound Castle Pines Parkway from the intersection of Castle Pines Parkway and Monarch Boulevard west to approximately Forest Park Drive (the "**Project**"); and

**WHEREAS**, the District is planning to replace existing 14-inch ductile iron water main pipe adjacent to westbound Castle Pines Parkway, together with replacement of all potable waterlines at the intersection of Castle Pines Parkway and Monarch Boulevard ("**Monarch Waterline Phase 3**") and replacement of valves south of that intersection to Oxford Drive (collectively, the "**Water Line Replacement**"), which Water Line Replacement is located in approximately the same area as the Project; and

**WHEREAS**, the City and the District acknowledge that Castle Pines Parkway and Monarch Boulevard are major thoroughfares that serve 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 Line Replacement under a single construction contract; and

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

**WHEREAS**, the City has conducted a competitive bid process in accordance with its procurement rules; the District has received and reviewed the bid tabulation and, in reliance upon

the City's competitive bid process, consents to the award of the construction contract for the performance of the work described in this Agreement; and

**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. **Purpose.** The purpose of this Agreement is to identify and establish the process by which the Water Line Replacement will be constructed as part of the Project and paid for by the District, and to memorialize the Parties' respective cost responsibilities and the District's consent to the City's award of the construction contract.

2. **Term.** This Agreement shall be effective upon the last date of execution by the Parties and shall terminate upon fulfillment of the terms of this Agreement by the Parties, or by the mutual written agreement of the Parties.

3. **General Project Scope.** The scope of the Project and the Water Line Replacement is outlined in the Memorandum of Understanding (the "MOU") attached as **Exhibit A** and incorporated herein.

4. **General Estimated Cost of the Project.** The estimated total construction cost for the Project and Water Line Replacement is Three Million Eight Hundred Five Thousand Five Hundred Twenty-Five Dollars and 90/100 (\$3,805,525.90) (the "Project Cost"), and is itemized in the MOU and the bid tabulation attached thereto. The Project Cost is comprised of three schedules:

a. Schedule A – Monarch Waterline Phase 3: \$574,210.00 (funded one hundred percent (100%) by the District);

b. Schedule B – Castle Pines Parkway Westbound Waterline Replacement: \$931,035.05 (funded one hundred percent (100%) by the District); and

c. Schedule C – Castle Pines Parkway Westbound Roadway Reconstruction: \$2,300,280.85 (funded fifty percent (50%) by the District and fifty percent (50%) by the City, representing the approximate roadway removal and replacement attributable to the Water Line Replacement had it been constructed as a separate project).

5. **General Description of the Water Line Replacement Installation.** In conjunction with the Project, the District will fund (i) one hundred percent (100%) of the costs associated with Schedules A and B, and (ii) fifty percent (50%) of the costs associated with Schedule C. The total actual costs for the items described in clauses (i) and (ii) above (collectively, the "District Bid Items") will be funded entirely by the District.

6. **City Responsibilities and Obligations.**

a. The City is responsible for funding its share of the Project, estimated to be approximately One Million One Hundred Fifty Thousand One Hundred Forty Dollars and 42/100 (\$1,150,140.42) (the "City Estimated Costs"), as reflected in the MOU. The City Estimated Costs represent the City's fifty percent (50%) share of Schedule C. Any additional costs arising from the

Project attributable solely to the City, including roadway improvements extending west of Forest Park Drive, shall be the responsibility of the City.

b. The City will provide the District with a copy of the Contractor's bid associated with the District Bid Items.

c. The City has all necessary rights-of-way and easements for the Project.

d. The City shall request full payment from the District of the District's Estimated Costs upon issuing its notice of award for the Project and Water Line Replacement.

e. The City may withdraw funds from the Construction Account, as defined in Paragraph 8 below, as necessary to pay for the District's Estimated Costs associated with the Water Line Replacement, as pay applications from the Contractor are submitted and approved by the City.

7. District Responsibility and Obligations.

a. The District's cost for the Water Line Replacement and its fifty percent (50%) pro-rata share of Schedule C (collectively, the "Shared Project Costs") is estimated to be approximately Two Million Six Hundred Fifty-Five Thousand Three Hundred Eighty-Five Dollars and 48/100 (\$2,655,385.48) (the "District's Estimated Costs"), comprised of \$574,210.00 (Schedule A), \$931,035.05 (Schedule B), and \$1,150,140.43 (fifty percent (50%) of Schedule C), as reflected in the MOU. The District shall promptly pay the District's Estimated Costs to the City upon the City's written request following the City's notice of award for the Project and Water Line Replacement. Any additional costs arising from the Project or Water Line Replacement attributable solely to the District shall be the responsibility of the District.

b. The District represents that no additional easements will be required for the Water Line Replacement, as all work associated with the Water Line Replacement is anticipated to occur within existing right-of-way. If additional easements or right-of-way are necessary for the work associated with the Water Line Replacement, the District will be solely responsible for obtaining the same, at the District's sole cost and expense.

c. The District shall designate a Project representative to attend Contractor construction meetings, coordinate with the City, and promptly issue decisions as needed to facilitate the Project.

d. The District shall own, operate, maintain and assume all liability for the improvements associated with the Water Line Replacement upon final acceptance of Contractor's work by the City and District.

e. The District shall 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 Line Replacement. In the event a field decision affecting the Water Line 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 the District or any other entity or person for any such field decision(s) made.

f. The District shall be responsible for any specific costs of change orders for work attributable to the Water Line Replacement outside of bid items for the Project identified in the

final construction plans. Such change order items may include utility relocations, temporary work necessary for water line connections, and other miscellaneous items.

8. Funding and Contract Administration.

a. The City shall set up a separate account for the Project (the "Construction Account") into which the City's Estimated Costs and the District's Estimated Costs will be deposited. The City will track District and City expenditures and Shared Project Costs. The City shall not use any funds deposited by the District for any purpose other than paying actual costs associated with the Water Line Replacement and the District's share of the Shared Project Costs.

b. The City may withdraw funds from the Construction Account as necessary to pay for the construction costs associated with the Water Line Replacement and the Shared Project Costs, as pay applications from the Contractor are submitted and approved by the City.

c. The City shall pay the Contractor for the Project in accordance with the Contract Documents applicable to the Project. Field orders and change orders not relating to the Water Line Replacement (as set forth and included in the District Bid Items) may be processed by the City without notice to, or prior approval by, the District. Any field orders and change orders that are anticipated to impact the Water Line Replacement or increase the total costs associated with the Water Line Replacement or Shared Project Costs shall be processed in accordance with Paragraph 8.d below.

d. If the District's funds on deposit in the Construction Account are insufficient to pay for costs associated with the construction of the Water Line 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.

e. The City shall 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 Line Replacement and conditional acceptance of the same by the 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.

f. The City shall provide the District with copies of the approved pay applications evidencing the balance of the Construction Account. Following completion of the Water Line Replacement and during probationary acceptance thereof by the District, which probationary acceptance shall be made in accordance with the District's rules and regulations, as they may be amended from time to time ("District Rules"), the City shall provide the District with a final accounting of the total costs associated with the Water Line Replacement and the Shared Project Costs. In the event the District disputes any of the costs, the District shall notify the City in writing within ten (10) 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. In the event the District does not agree with the City's final reconciliation, the District shall be entitled, within sixty (60) days of receipt of the final accounting from the City, to have an independent Certified Public Accountant examine the financial records pertaining specifically to the Water Line Replacement, including all invoices, change orders, addendums, and statements

from the Construction Account. If the accountant determines that there is a discrepancy in the financial records which results in a payment adjustment in favor of the District exceeding Five Thousand Dollars (\$5,000.00), the City shall make the appropriate adjustment in the final costs associated with the Water Line Replacement and shall also pay for the accountant's fee and expenses as well as the District's reasonable accounting fees and expenses incurred with respect to such review. If no discrepancy is found or there is a discrepancy in the financial records which results in a payment adjustment in favor of the City exceeding Five Thousand Dollars (\$5,000.00), the District shall pay one hundred percent (100%) of the accountant's fee and expenses as well as the City's reasonable documented accounting fees and expenses incurred with respect to such review.

9. Failure to Provide Funds/Termination. The funding obligation of the District is expressly conditioned upon annual budget and appropriation by the District. In the event that 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 shall be entitled to terminate this Agreement without liability or obligation to the 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 the District to fund all amounts required for the completion of the Water Line 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 the District within sixty (60) days of termination of this Agreement.

10. Construction Claims. The City shall, after notice to and consultation with the District, assert against the Contractor (or any approved subcontractor) constructing any portion of the Water Line 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 the District of each and every breach of the Contract Documents, guarantees or warranties concerning the Water Line Replacement. In the event the Contractor asserts any claims against the City, the City shall provide the 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. Appropriation. 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. Breach and Enforcement. 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. Assignment. 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.

14. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.

15. Colorado Law. 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. Separate Entities. 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. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

20. No Waiver. 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. Binding Contract. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

22. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

23. Severability. 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. Entirety. This Agreement, together with the MOU attached as Exhibit A, 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. Counterparts. 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:**

  
Tracy Engermann (May 28, 2026 09:34:15 MDT)

By: Tracy Engermann  
Title: Mayor

*Attest:*



By: Tobi Duffey  
Title: City Clerk

**CASTLE PINES NORTH METROPOLITAN DISTRICT:**

By:   
Name: Jason Blanckaert  
Title: President

*Attest:*

  
Tera Radloff (Apr 28, 2026 17:38:33 MDT), Secretary

**APPROVED AS TO FORM:**

**SETER, VANDER WALL & MIELKE, P.C.**

By:   
District Counsel

**EXHIBIT A**

**MEMORANDUM OF UNDERSTANDING**

# CASTLE PINES NORTH



## METROPOLITAN DISTRICT

7404 Yorkshire Drive • Castle Pines, CO 80108  
303.688.8550 • www.cpnmd.org

### Memorandum of Understanding & Letter of Consent

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**To:** City of Castle Pines: Council & Staff

**From:** Nathan Travis, District Manager

**Date:** April 27, 2026

**Regarding:** MOU between City of Castle Pines and Castle Pines North Metropolitan District (CPNMD) for the reconstruction of Castle Pines Parkway Westbound and CPNMD's water line.

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#### Project Overview

The City of Castle Pines' City Council has approved the budget for the design and reconstruction of Castle Pines Parkway Westbound, from the intersection of Castle Pines Parkway and Monarch Blvd, West to approximately Forest Park Drive. Additionally included is the Monarch Waterline Phase 3 project, Replacing the waterline in the intersection of Castle Pines Parkway and Monarch, as well as several valve replacements to the south of that intersection. The City and CPNMD have completed design of a joint project for the roadway and water line reconstruction and anticipate that HEI Civil will be awarded the Bid at the City Council Meeting to be held on April 28<sup>th</sup> 2026. 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 shared tasks for efficient completion. Additionally, with this combination of projects, the disruption to the community, which will be major, will be substantially shorter.

#### CPNMD Scope

CPNMD will replace existing 14-inch ductile iron (DI) pipe located adjacent to Castle Pines Parkway west to Forest Park Drive. CPNMD will also replace all potable waterlines in the intersection of Castle Pines Parkway and Monarch, as well as several valves to the south of the intersection to Oxford Drive. The water line project will be completed as part of the City's roadway improvement project for the same portion of Monarch Boulevard. Water line plans prepared by Kennedy Jenks (KJ) have been 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 16-inch PVC and the method of construction will be open-cut, with two bores under existing eastbound Castle Pines Parkway. 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 DI pipe will be abandoned in-place or removed in places where necessary for other utilities and tie-ins.

### **Outline of Responsibilities**

The following section outlines the responsibilities for each entity:

#### **City/ responsibility**

- Road reconstruction design, plans and construction between Monarch Blvd and Forest Park Drive including:
  - Utility Locates and SUE Memo
  - Design Survey
  - 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
  - Work beyond District waterline construction limits including roadway removal and replacement
- Bidding
- Construction Management

#### **CPNMD responsible for**

- Waterline design, plans and construction including:
  - Coordination meetings including:
    - Final water line alignment
    - Construction plan development
    - Technical specification development
  - Work beyond City roadway construction limits including roadway removal and replacement
  - Trenching and Rock excavation assoc. w/ utility installation including additional depth for utility crossings
  - Utility potholing as needed for waterline construction
  - Soil compaction testing for waterline construction
- Bidding Support
- Construction support

### **Financial Implications**

The costs listed below include a contingency percentage, and as such total costs may be lower than presented below.

CPNMD will be responsible for **100%** of costs associated with Phase 3 of the Monarch Waterline replacement, identified under **Schedule A**, totaling \$574,210.00.

CPNMD will be responsible for **100%** of costs associated with items that are solely related to the cost of the Waterline Replacement along westbound Castle Pines Parkway, **Schedule B**, Totaling \$931,035.05.

Based on the proposed water line alignment and the layout of the existing concrete panels in the road, CPNMD will be responsible for **50%** of the roadway reconstruction cost to Forest Park Drive. This represents the approximate roadway removal that would be incurred for water line construction if it was a separate project from the roadway construction project. As detailed in **Schedule C**. The total cost for schedule C is \$2,300,280.85. Each entity will be responsible for approximately half of this cost in the amount of \$1,150,140.43. Roadway improvements that extend west past forest Park Drive will be paid for in full by the City of Castle Pines, these quantities will be accounted for and allotted by the District and City Project Managers.

The full project including Schedule A, B and C is anticipated to be awarded on April 28<sup>th</sup>, 2026 to HEI for a total of \$3,805,525.90 dollars.

The approximate total Cost Share is as follows:

City of Castle Pines: \$1,150,140.42  
Castle pines North Metro District: \$ 2,655,385.48  
Total: 3,805,525.90

CPNMD will be fully-responsible for other miscellaneous items that the normal road reconstruction project would not have encountered. This could include utility relocations for water line construction, temporary work necessary for water line connections, and other miscellaneous items identified during construction. The City recognizes the advantages for all parties and minimization of impacts to the community.

### **Letter of Consent: Contractor Selection**

Castle Pines North Metro District ("CPNMD") hereby acknowledges and consents to the award and construction of the project contemplated under this Memorandum of Understanding ("MOU") by the City of Castle Pines.

CPNMD confirms that it has been informed of the contractor selection process and the City's intent to award the construction contract to HEI Civil. Based on the information provided, CPNMD agrees to and supports the City's selection of HEI Civil for the performance of the work described in this MOU.

This consent is limited solely to acknowledgment of and agreement with the City's contractor selection for this project and does not otherwise modify, expand, or waive any rights, obligations, or responsibilities of the parties as set forth in this MOU or under applicable law.

**IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates written below.**

**CASTLE PINES NORTH METRO DISTRICT**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CITY OF CASTLE PINES**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Appendix**

## Castle Pines Parkway WB Reconstruction - Bid Tabulation - 4-13-2026

	Bid A (WL Ph3)	Bid B (WL)	Bid C (Roadway)	Total	Bid Rank
Brannan Sand and Gravel	\$ 625,161.00	\$ 1,077,617.00	\$ 2,457,007.00	\$ 4,159,785.00	3
Colorado Civil	\$ 955,309.00	\$ 1,246,355.00	\$ 2,352,772.50	\$ 4,554,436.50	7
FNF Construction	\$ 740,925.00	\$ 1,465,065.00	\$ 2,617,609.50	\$ 4,823,599.50	8
<b>HEI Civil</b>	<b>\$ 574,210.00</b>	<b>\$ 981,035.05</b>	<b>\$ 2,300,280.85</b>	<b>\$ 3,805,525.90</b>	<b>1</b>
RME, dba as ESI	\$ 699,783.20	\$ 992,427.15	\$ 2,360,576.60	\$ 4,052,786.95	2
SEMA Construction	\$ 636,060.00	\$ 1,330,170.00	\$ 2,314,281.00	\$ 4,280,511.00	4
TALL Contracting	\$ 869,950.00	\$ 1,448,770.00	\$ 2,028,994.00	\$ 4,347,714.00	5
TWX	\$ 654,405.00	\$ 1,359,985.00	\$ 2,519,601.00	\$ 4,533,991.00	6

### General Schedule Overview



**Schedule A**  
Monarch Phase 3 Waterline

**Schedule B**  
Waterline Replacement

**Schedule C**  
CPP Rodway Reconstruction