

RESOLUTION NO. R-022- 043

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

RESOLUTION AND AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS AND THE
MERIDIAN METROPOLITAN DISTRICT REGARDING FINANCIAL CONTRIBUTION
TOWARD CONSTRUCTION OF THE HAVANA STREET & MERIDIAN BOULEVARD
INTERSECTION IMPROVEMENT PROJECT, DOUGLAS COUNTY PROJECT NUMBER
CI 2020-040.

WHEREAS, the Board of County Commissioners of the County of Douglas (the "County") and the Meridian Metropolitan District (the "District"), desire to enter into an intergovernmental agreement regarding financial contribution toward construction of the Havana Street and Meridian Boulevard Intersection Improvement Project; and

WHEREAS, the County is willing to enter into such an agreement with the District in accordance with the terms and conditions set forth in the intergovernmental agreement attached hereto; and

WHEREAS, governmental entities are authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S.; now, therefore,

BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, that the intergovernmental agreement between the Board of County Commissioners of the County of Douglas and the **Meridian Metropolitan District**, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is authorized to execute the agreement on behalf of Douglas County.

PASSED AND ADOPTED this 12th day of April, 2022, in Castle Rock,
Douglas County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

BY:

DocuSigned by:

Lora L. Thomas

A4003EE630E6444

LORA L. THOMAS, Chair

ATTEST:

DocuSigned by:

Kristin Randlett

4B0E70F640BB420...

KRISTIN RANDLETT, Clerk to the Board

DocuSigned by:



**INTERGOVERNMENTAL AGREEMENT BETWEEN
MERIDIAN METROPOLITAN DISTRICT AND THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO,
REGARDING FINANCIAL CONTRIBUTION FOR THE HAVANA STREET &
MERIDIAN BOULEVARD INTERSECTION IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2022, by and between the **MERIDIAN METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, STATE OF COLORADO** (the "County"), each hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties are legally empowered under Section 29-1-201, et seq., C.R.S. to enter into this Agreement; and

WHEREAS, the Parties desire to cooperate in the design and construction of the Havana Street & Meridian Boulevard Intersection Improvement Project (the "Project") as further set forth herein; these intersections and the associated roadways are critical components of the regional transportation network and the proposed Project will help improve safety and mobility while reducing traffic congestion now and in the future; and

WHEREAS, the Project is comprised of realigning the portion of South Havana Street between Lincoln Avenue and South Meridian Boulevard which includes modifying a portion of South Meridian Boulevard; the Project improvements are illustrated in **Exhibit A** and the Project Cost Estimate is detailed in **Exhibit B** attached hereto and incorporated by this reference; and

WHEREAS, the Parties agree the Project shall be completed in exchange for mutual commitments of the Parties hereto; and

WHEREAS, the Parties are responsible for various Pre-Construction Tasks and Construction Tasks associated with completing the Project (the "Pre-Construction Tasks" and "Construction Tasks" as further described in Sections 2 and 3, below) ; and

WHEREAS, the County is responsible for the final design and for preparing the final bid documents and constructing the Project, as described in this Agreement; and

WHEREAS, the County is responsible for obtaining additional funding from the Southeast Public Improvement Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("SPIMD"), whereby SPIMD previously indicated a willingness to contribute **\$2,650,000** for a portion of the Construction Tasks associated with constructing the Project, as described in this Agreement; and

WHEREAS, the Parties anticipate constructing the Project beginning in spring or summer of 2022; and

WHEREAS, the Parties agree to share in the Construction Tasks associated with the Project, which includes but is not limited to the costs of construction, material testing, construction surveying, consultant construction management and inspection services, and the initial seeding and mulching for stabilizing the disturbed areas associated with the Grading, Erosion and Sediment Control (GESC) requirements, irrigation and lighting sleeving as identified in this Agreement; and

WHEREAS, the Parties further desire to memorialize their agreements concerning their cooperative participation in the Project.

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

1. Project Budget and Cost Estimate.

The proposed improvements generally conform to **Exhibit A**, and the final approved construction documents (plans and specifications) shall be completed in conformance with County design and construction standards, and are incorporated by reference herein.

The total cost of Project Construction Tasks is estimated to be **\$6,100,000**. The contribution for each party is estimated to be:

Douglas County	\$2,960,000.00
SPIMD (via separate IGA)	\$2,650,000.00
<u>Meridian Metropolitan District</u>	<u>\$490,000.00</u>
Total	\$6,100,000.00

The total Project cost estimate, **Exhibit B**, will be used to estimate the Parties' financial contributions; but the actual Parties' contributions will be based on the actual total Project costs.

2. District's Responsibilities and Contributions.

The District's contribution is separated into Construction Task contributions and District in-kind contributions.

The District's total contribution for Construction Tasks shall not to exceed Two Hundred Thousand Dollars and no cents (\$200,000.00), referred to herein as the "District's Contribution," however this amount does not include the District's In-kind Contributions (defined below) as identified in this Agreement.

In addition, the District will deposit \$25,000 with the County to fund a force account to cover costs associated with unforeseen utility location conflicts that are the responsibility of the District, if any.

The District and the County have agreed to include various District in-kind contributions to the Project as part of the Project Construction Tasks, referred to herein as the “District’s In-kind Contributions.” The District’s In-kind Contributions included in the Project Construction Tasks are estimated to be and shall not exceed \$290,000.00, as detailed in **Exhibit B**, but will be based on actual costs from the selected construction bid(s). The County shall submit an invoice to the District for any portion of the District’s In-kind Contributions necessary to fund those associated portions of the Project to be undertaken by the County’s selected contractor(s) (and excluding any portions which will be undertaken directly by the District) within ninety (90) days of awarding the Project for construction and the District shall submit payment therefor to Douglas County Public Works Engineering (Attention: Ashley Pennick) within ninety (90) days of the date on the County’s invoice to the District.

Within ninety (90) days of completion of the Project, the County will issue an invoice or payment to the District crediting any remaining force account funds minus any overruns for District In-kind Contribution items included as part of the Project Construction Tasks as detailed in **Exhibit B**. If the balance of this invoice is negative, the District shall submit payment for the negative balance to Douglas County Public Works Engineering (Attention: Ashley Pennick) within ninety (90) days of the date on the County’s invoice to the District.

In no event will the District be liable for contributing more than the District’s Contribution and the District’s In-kind Contributions, except for: (1) claims associated with utility relocation delay or other costs that are the District’s sole responsibility as described in this Agreement, (2) unless the District agrees to increase its contribution by an amendment approved by the Parties.

The District is responsible for In-kind Contributions for project enhancements such as roadway lighting, landscaping including final GESC stabilization, irrigation, and force accounts for District related work; and these additional District costs are not included as part of the District’s Contribution for Pre-Construction Tasks and Construction Tasks. The District is responsible to enter into its own separate third-party construction contracts for advancing Project enhancements not listed in **Exhibit B**. The District’s enhancement work shall not commence until the County has substantially completed its Construction Tasks associated with this Project and the GESC Permit is transferred from the County and its contractor to the District and its Contractor. Any costs related to Project enhancements included in the County’s construction package, including any contractor claims related to the work, will be considered part of the District’s In-kind Contributions and will be the sole responsibility of the District as identified in this agreement.

A. Pre-Construction Tasks.

As part of the District’s In-Kind Contributions, the District is responsible for dedicating and / or acquiring any necessary additional right-of-way (ROW) and easements required to accommodate the Project. ROW and easements needed for the Project, or license agreements needed to accommodate the project construction, shall be granted or dedicated to the County prior to the County awarding a contract for construction with the exception of work along Jamaica Street which shall be completed upon a successful re-plat per the terms and conditions of the Jamaica / Meridian Intersection Improvement Project IGA between Meridian Metro District and Douglas County, executed on September 24, 2019. The Construction Tasks along Jamaica Street shall be done in accordance with the final construction documents (plans and specifications) which are

identified as being in a no work area and cannot be completed by the Contractor until the additional ROW and easements needed to accommodate that work are dedicated to the County.

No relocations or impacts to District-owned utilities are anticipated based on the subsurface utility engineering (SUE) investigation performed as part of the Project design. However, the District shall be solely responsible for any relocations or adjustment to District-owned utilities that are required to construct the Project as shown in the final construction documents that generally conform to work depicted in **Exhibit A**.

B. Construction Tasks.

The District is responsible to relocate or abandon all landscaping or irrigation needed for general operations prior to commencement of construction activities. The cost of removal of existing landscaping will be included as a Project Construction Task unless performed by the District in advance of Project construction.

The District is responsible for installing new street lighting (excluding intersection lighting located on the traffic signal poles which are included as Project costs) and replacing District owned infrastructure as discussed previously; and these improvements are part of the District's In-kind Contributions mutually agreed to by the Parties for inclusion as part of the County's construction package according to the Project Cost Estimate, **Exhibit B**. Any costs related to new street lighting (excluding intersection lighting located on the traffic signal poles which are included as Project costs) included in the County's construction package, including any contractor claims related to the work, will be considered part of the District's In-kind Contributions and will be the sole responsibility of the District as identified in this agreement.

The District is responsible for providing the County with final design and as-built drawings for District-owned infrastructure.

3. County's Responsibilities and Contributions.

The County's Contribution is separated into "Pre-Construction Task Contributions," and "Construction Task Contributions," consistent with the following descriptions. If the County elects to unilaterally increase its contribution, it may do so provided it does not increase the District's Contribution.

A. Pre-Construction Tasks.

The County is responsible for completing all aspects of final design of the Project. Final design decisions are ultimately the County's responsibility as the County will own, operate and maintain all Project related roadway infrastructure, except for street lighting, landscaping, irrigation, and the trails / sidewalks within Meridian which are the District's responsibility to own, operate and maintain.

The County is responsible for managing the final design elements which includes but is not limited to the following tasks: final surveying, preparing legal descriptions for all additional ROW and easements that are needed for the Project, completing the geotechnical design,

completing the SUE Report, drainage design, traffic signal design, roadway design, water quality design, erosion control plans, signing, striping and the various pedestrian improvements.

The County is responsible solely for obtaining the SPIMD contribution to be used for construction expenditures of the Project. If the County is unsuccessful in obtaining some or all SPIMD's contribution, then the County at its sole discretion may elect to delay the construction activities until a replacement funding source is identified which may include but is not limited to requesting additional funding from the District. The District's Contribution shall not be increased without both Parties executing an amendment to this agreement prior to any additional expenditures that the County requests the District to participate in order to keep advancing the Project to completion.

B. Construction Tasks.

The Construction Tasks include but are not limited to the costs of construction, material testing, construction surveying, consultant construction management assistance and inspection services, the initial seeding and mulching for stabilizing the disturbed areas associated with the Grading, Erosion and Sediment Control (GESC) requirements, installing irrigation and lighting sleeving as identified in this Agreement.

The County will be responsible for advertising, bidding and selecting the contractor for the Project in accordance with the County's current procedures. The County is responsible for awarding various construction contracts to the contractors and consultants selected by the County in order to provide construction, construction management assistance and material testing consultant services for the Project.

The County is responsible for selecting and awarding construction contract(s) to the lowest most responsive bidder(s) that will best serve the interest of the County; and selecting consultants most qualified and available to meet the proposed project objectives and schedule.

Following opening of the actual bids, the County will evaluate the contractor's proposals prior to making a recommendation to award construction contracts for the Project. If the County plans to award a construction contract, the County will send the District a written notice of its intent to award a construction contract and request written concurrence from the District prior to award. If the actual bid from the most responsive bidder is more than twenty percent (20%) higher than the Engineer's Estimate (as disclosed at the bidding opening), the County reserves the right to reject all bids and rebid the Project in the future or delay the project until a replacement funding source can be identified including but not limited to requesting additional funding from SPIMD and the District. The District's Contribution and the District's In-Kind Contributions shall not be increased without both Parties executing an amendment to this agreement prior to any additional expenditures that the County requests the District to participate in order to keep advancing the Project to completion.

4. Time of Performance.

The Parties currently anticipate the Project construction activities will begin during spring or summer of 2022 provided the County has successfully secured a contribution of \$2,650,000 from SPIMD, which requires the County executing a separate agreement with SPIMD.

5. Remedies.

The Parties hereto acknowledge and agree that each party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available.

6. Notice.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by electronic mail, certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

District: Meridian Metropolitan District
8351 E. Belleview Ave.
Denver, CO 80237
Attn: Ken Lykens, General Manager
Email: Ken.Lykens@sheaproperties.com

With electronic copy sent to TGeorge@spencerfane.com

Douglas County: Douglas County
100 Third Street
Castle Rock, Colorado 80104
Attention: Janet Herman, P.E., Director of Engineering
Email: JHerman@douglas.co.us

With electronic copy sent to attorney@douglas.co.us

7. Appropriation.

Pursuant to C.R.S. § 29-1-110, the financial obligations of the District and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

8. No Waiver of Governmental Immunity Act.

The Parties hereto understand and agree that the Parties, their commissioners, 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

9. Additional Documents.

The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

10. Colorado Law.

This Agreement shall be governed by the laws of the State of Colorado. 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.

11. Separate Entities.

The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. The Parties shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with each other, other than as contracting parties.

12. 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.

13. Severability.

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

14. Recitals.

The Recitals to this Agreement are incorporated herein by this reference.

15. Entirety.

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

16. Communication.

The County agrees any funds associated with the District's Contribution and the District's In-Kind Contributions shall only be used for the limited purpose of funding actual Project costs. The County shall maintain or cause to be maintained full and complete records of actual Project costs incurred and funds committed and expended by the County for actual Project costs in

accordance with generally accepted accounting principles. The District shall have the right to audit the County's financial records related to the Project during the Project and up to three (3) years after completion of the Project. The County shall keep accurate records of the progress of the Project and shall provide status reports to the District on a regular basis.

17. Term of Agreement and Termination.

This Agreement shall be effective as of the date first set forth above and shall terminate upon the earlier of: (1) final payment to the County of all funds associated with the District's Contribution and the District's In-Kind Contributions, completion and close out of the Project including all applicable warranty periods, and final accounting of the Project costs being provided by the County to the District; or (2) termination in the event of default pursuant to the below provisions.

Each Party shall have the right to terminate this Agreement after sixty (60) days written notice to the other Party in the event of a material default which is not cured; provided, termination shall not be effective if reasonable actions to cure the breach have been taken by the defaulting party before the effective date of the termination, and such actions are pursued diligently to a successful completion within sixty (60) days from inception of the actions. If such actions are not successful within said period of time, any non-defaulting party shall have the right to terminate this Agreement upon written notice to the other parties.

In the event of termination for any reason, the County shall settle all accounts related to the Project and remit to the District any portion of the District's Contribution and the District's In-Kind Contributions that has not been applied to Project costs as well as the District's pro rata share of any funds recovered from or refunded by any Project contractor, as applicable.

18. No Personal Liability.

No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

19. Project Responsibility; Contractors.

Any and all contractors contracted by the County or the District to complete any portion of the Project at any time shall be the contractors and/or agents of the County or the District, respectively, only, and shall not be considered or interpreted to be contractors or agents of the other. Neither of the Parties shall be liable for any claims, demands, losses, damages, expenses, injuries, or liabilities arising from the death or injury of any person or persons, or from any damage to or destruction of property caused by or in connection with the other Party's activities performed pursuant to this Agreement to complete the Project, or any negligent act or omission of the other Party, its officers, employees, or agents, or any other funding entities or the Project contractor(s) related thereto.

[remainder of page intentionally left blank; signature page follows]

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

MERIDIAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____

Name: _____

Title: _____

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

_____, Chair

ATTEST:

APPROVED AS TO CONTENT:

_____,

Clerk to the Board

Douglas J. DeBord,
County Manager

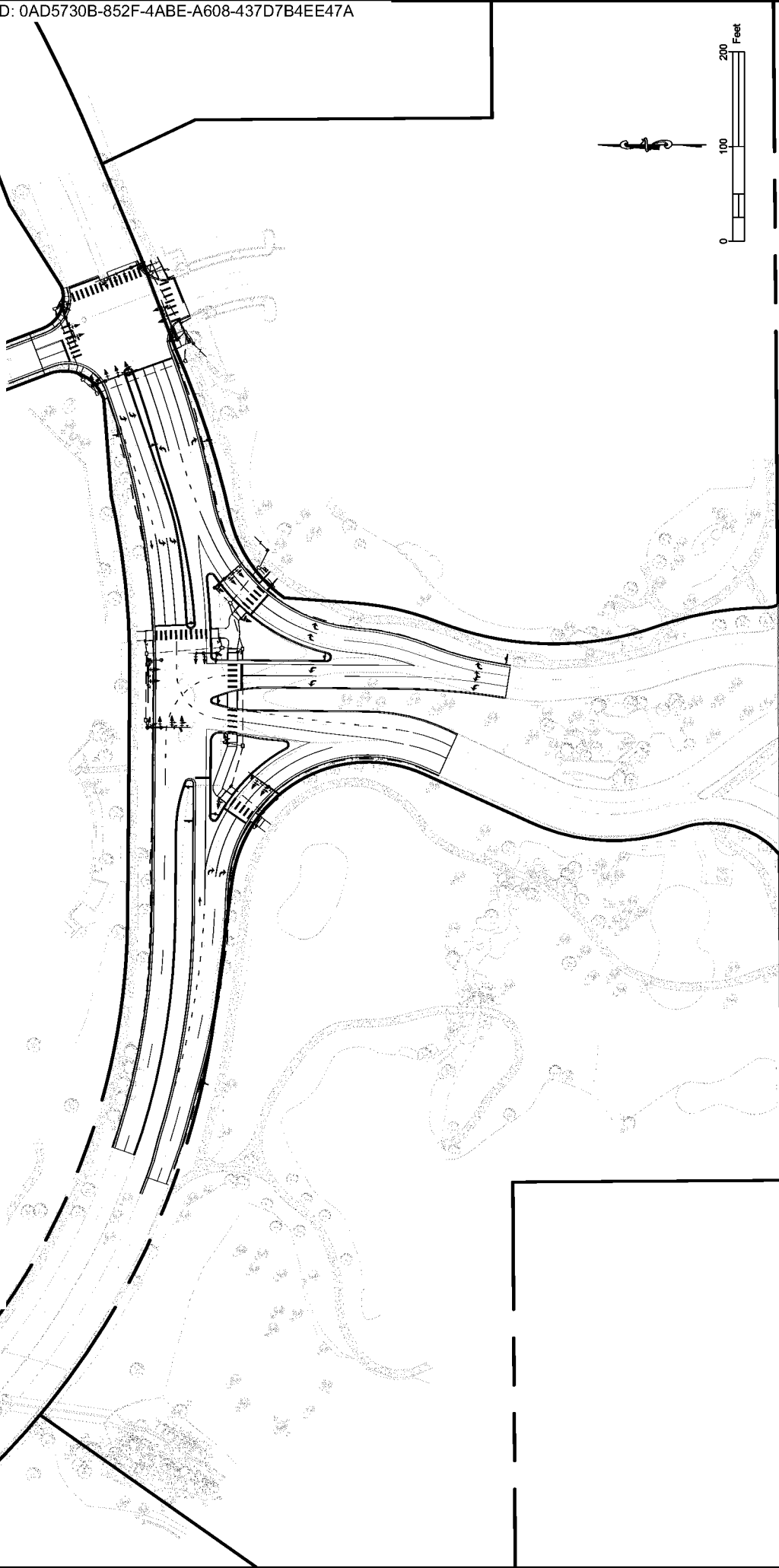
APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Chris Pratt,
Senior Assistant County Attorney

Andrew Copland,
Director of Finance

EXHIBIT A
HAVANA STREET AND MERIDIAN BOULEVARD INTERSECTION IMPROVEMENT PROJECT



DOUGLAS COUNTY
CI-2020-040

MODIFIED

3/23/2022



Opinion of Probable Costs - Updated to Reflect Unit Prices from Apparent Low Bidder
Havana St. & Meridian Blvd. Intersection Improvement Project

CREATED BY: BAP

ITEM NO.	DESCRIPTION	UNIT	DOUGLAS COUNTY QTY	UNIT PRICE	DOUGLAS COUNTY COST	MMD QTY	MMD COST
201-00001	Clearing and Grubbing	ACRE	0.66	\$ 13,417	\$ 8,855		
202-00010	Removal of Tree	EACH	13	\$ 445	\$ 5,783		
202-00019	Removal of Inlet	EACH	4	\$ 3,255	\$ 13,019		
202-00031	Removal of Fire Hydrant	EACH	1	\$ 2,086	\$ 2,086		
202-00032	Removal of Valve	EACH	1	\$ 3,698	\$ 3,698		
202-00035	Removal of Pipe	LF	131	\$ 33	\$ 4,302		
202-00190	Removal of Concrete Median Cover Material	SY	287	\$ 2	\$ 631		
202-00200	Removal of Sidewalk	SY	78	\$ 3	\$ 258		
202-00202	Removal of Gutter	LF	84	\$ 4	\$ 370		
202-00203	Removal of Curb and Gutter	LF	4,900	\$ 2	\$ 8,036		
202-00206	Removal of Concrete Curb Ramp	SY	52	\$ 13	\$ 660		
202-00207	Removal of Brick Pavers	SY	117	\$ 6	\$ 708		
202-00210	Removal of Concrete Pavement	SY	10,053	\$ 5	\$ 49,762		
202-00220	Removal of Asphalt Mat	SY	466	\$ 11	\$ 5,247		
202-00700	Removal of Light Standard	EACH		\$ 1,200		19	\$ 22,800
202-00705	Removal of Light Standard Foundation	EACH		\$ 1,500		19	\$ 28,500
202-00810	Removal of Ground Sign	EACH	12	\$ 45	\$ 544		
202-00828	Removal of Traffic Signal Equipment	L S	1	\$ 18,000	\$ 18,000		
202-04002	Clean Culvert	EACH	9	\$ 1,186	\$ 10,670		
202-04005	Clean Valve Box	EACH	5	\$ 296	\$ 1,482		
202-04010	Clean Inlet	EACH	6	\$ 134	\$ 803		
203-00010	Unclassified Excavation (Complete In Place)	CY	8,200	\$ 13	\$ 107,010		
203-00100	Muck Excavation	CY	10	\$ 220	\$ 2,200		
203-01597	Potholing	HOURL	100	\$ 220	\$ 22,000		
207-00205	Topsoil	CY	1,264	\$ 37	\$ 47,236		
208-00002	Erosion Log Type 1 (12 Inch)	LF	12,354	\$ 4	\$ 51,022		
208-00035	Aggregate Bag	LF	664	\$ 21	\$ 13,944		
208-00046	Pre-fabricated Concrete Washout Structure	EACH	2	\$ 3,000	\$ 6,000		
208-00051	Storm Drain Inlet Protection (Type I)	LF	50	\$ 28	\$ 1,414		
208-00052	Storm Drain Inlet Protection (Type II)	LF	210	\$ 66	\$ 13,881		
208-00075	Pre-fabricated Vehicle Tracking Pad	EACH	2	\$ 500	\$ 1,000		
208-00207	Erosion Control Management	DAY	30	\$ 210	\$ 6,300		
210-01720	Reset Air Vent	EACH	1	\$ 2,159	\$ 2,159		
210-04010	Adjust Manhole	EACH	2	\$ 353	\$ 706		
210-04050	Adjust Valve Box	EACH	5	\$ 282	\$ 1,408		
213-00012	Spray-on Mulch Blanket	ACRE	1.6	\$ 3,599	\$ 5,758		
220-00000	Stabilized Staging Area	LS	1	\$ 25,037	\$ 25,037		
240-00000	Wildlife Biologist	HOURL	20	\$ 128	\$ 2,560		
240-00010	Removal of Nests	HOURL	20	\$ 100	\$ 2,000		
240-00020	Netting	SY	50	\$ 13	\$ 650		
304-06000	Aggregate Base Course (Class 6)	TON	6,669	\$ 24	\$ 157,855		
412-00900	Concrete Pavement (9 Inch)	SY	10,048	\$ 83	\$ 833,683		
412-00920	Concrete Pavement (9 Inch) (Fast Track) As directed by the Engineer	SY	100	\$ 163	\$ 16,311		
503-00018	Drilled Shaft (18 Inch)	LF	56	\$ 450	\$ 25,200		
503-00036	Drilled Shaft (36 Inch)	LF	44	\$ 590	\$ 25,960		
503-00042	Drilled Shaft (42 Inch)	LF	96	\$ 610	\$ 58,560		
603-01185	18 Inch Reinforced Concrete Pipe (Complete In Place)	LF	888	\$ 129	\$ 114,152		
604-16005	Inlet Type 16 (Combo) (5 Foot)	EACH	2	\$ 6,595	\$ 13,190		
604-16010	Inlet Type 16 (Combo) (10 Foot)	EACH	5	\$ 9,486	\$ 47,428		
604-19105	Inlet Type R L 5 (5 Foot)	EACH	3	\$ 6,721	\$ 20,162		
604-19110	Inlet Type R L 5 (10 Foot)	EACH	2	\$ 9,612	\$ 19,225		
604-30005	Manhole Slab Base (5 Foot)	EACH	1	\$ 9,014	\$ 9,014		
604-30010	Manhole Slab Base (10 Foot)	EACH	4	\$ 10,148	\$ 40,592		
605-XXXX1	Trench Drain	LF	3,782	\$ 25	\$ 95,874		
607-11525	Fence (Plastic)	LF	2,393	\$ 2	\$ 4,068		
608-00006	Concrete Sidewalk (6 Inch)	SY	239	\$ 65	\$ 15,504		
608-00010	Concrete Curb Ramp	SY	185	\$ 119	\$ 21,984		
608-00015	Detectable Warnings	SF	426	\$ 53	\$ 22,531		
609-21010	Curb and Gutter Type 2 (Section I-B)	LF	2,682	\$ 30	\$ 81,184		
609-21020	Curb and Gutter Type 2 (Section II-B)	LF	2,299	\$ 34	\$ 77,200		
610-00026	Median Cover Material (6 Inch Patterned Concrete)	SF	1,448	\$ 12	\$ 17,970		
612-15000	Install Marker	EACH	6	\$ 150	\$ 900		
613-00200	2 Inch Electrical Conduit	LF	5,249	\$ 11	\$ 57,739		
613-00206	2 Inch Electrical Conduit (Bored)	LF	2,533	\$ 17	\$ 43,061		
613-00300	3 Inch Electrical Conduit	LF	945	\$ 20	\$ 18,900		
613-00306	3 Inch Electrical Conduit (Bored)	LF	1,145	\$ 19	\$ 21,755	4,000	\$ 76,000
613-01200	2 Inch Electrical Conduit (Plastic)	LF		\$ 20		110	\$ 2,200
613-07002	Type Two Pull Box	EACH		\$ 1,200		29	\$ 34,800
613-10000	Wiring	L S	1	\$ 48,000	\$ 48,000		
613-13010	Luminaire(LED)(10,000 Lumens)	EACH	9	\$ 1,200	\$ 10,800		
613-40012	Light Standard Foundation Special	EACH		\$ 3,800		18	\$ 68,400
613-50109	Meter Power Pedestal	EACH	2	\$ 8,900	\$ 17,800		
613-XXXX1	Type One Pull Box (Install Only)	EACH	10	\$ 800	\$ 8,000		
613-XXXX2	Pull Box (30"x48"x18") (Install only)	EACH	16	\$ 1,500	\$ 24,000		
614-00011	Sign Panel (Class I)	SF	247	\$ 50	\$ 12,350		
614-00012	Sign Panel (Class II)	SF	34	\$ 50	\$ 1,700		
614-00035	Sign Panel (Special)	SF	73	\$ 60	\$ 4,380		
614-00216	Steel Sign Post (2x2 Inch Tubing)	LF	160	\$ 25	\$ 4,000		

ITEM NO.	DESCRIPTION	UNIT	DOUGLAS COUNTY QTY	UNIT PRICE	DOUGLAS COUNTY COST	MMD QTY	MMD COST
614-70150	Pedestrian Signal Face (16) (Countdown)	EACH	14	\$ 650	\$ 9,100		
614-70200	Accessible Pedestrian Signal	EACH	14	\$ 1,600	\$ 22,400		
614-70336	Traffic Signal Face (12-12-12)	EACH	32	\$ 950	\$ 30,400		
614-70448	Traffic Signal Face (12-12-12-12)	EACH	4	\$ 1,000	\$ 4,000		
614-72863	Pedestrian Push Button Post Assembly	EACH	5	\$ 1,900	\$ 9,500		
614-72866	Fire Preemption Unit and Timer	EACH	7	\$ 5,700	\$ 39,900		
614-75840	Traffic Signal Controller (Type 2070LC) (Install Only)	EACH	2	\$ 800	\$ 1,600		
614-75855	Traffic Signal Controller Cabinet (332D) (W/ Dual Input & Aux Output Files, Base) (Install Only)	EACH	2	\$ 5,800	\$ 11,600		
614-81011	Traffic Signal-Light Pole Steel (1 Mast Arm) (Install Only)	EACH	9	\$ 3,600	\$ 32,400		
614-84450	Traffic Signal Pedestal Pole Steel (Install Only)	EACH	9	\$ 1,800	\$ 16,200		
614-87012	Gator Patch Panel	EACH	6	\$ 1,300	\$ 7,800		
614-87333	Closed Circuit Television Camera (Traffic Surveillance)	EACH	2	\$ 6,500	\$ 13,000		
614-87499	Fiber Optic Cable (Single Mode) (Install Only)	LF	17,621	\$ 1	\$ 17,621		
614-XXXX1	Retroreflective Mast Arm Signal Head Backplates (3 Section)	EACH	19	\$ 290	\$ 5,510		
614-XXXX2	Retroreflective Mast Arm Signal Head Backplates (4 Section)	EACH	2	\$ 350	\$ 700		
614-XXXX3	Microwave Vehicle Detection System	LS	2	\$ 60,500	\$ 121,000		
614-XXXX4	Uninterrupted Power Supply (Install Only)	EACH	2	\$ 800	\$ 1,600		
619-75048	6 Inch Gate Valve	EACH	1	\$ 7,796	\$ 7,796		
619-78048	6 Inch Fire Hydrant	EACH	1	\$ 13,834	\$ 13,834		
620-00002	Field Office (Class 2)	EACH	1	\$ 30,015	\$ 30,015		
620-00020	Sanitary Facility	EACH	2	\$ 2,125	\$ 4,250		
621-00450	Detour Pavement	SY	410	\$ 79	\$ 32,382		
623-00602	2 Inch Plastic Pipe (Irrigation/Sleeve)	LF		\$ 6		58	\$ 342
623-00604	4 Inch Plastic Pipe (Irrigation/Sleeve)	LF		\$ 9		1,820	\$ 16,780
623-06901	Valve Box (Special)	EACH		\$ 404		36	\$ 14,544
625-00000	Construction Surveying	L S	1	\$ 64,500	\$ 64,500		
625-00001	Construction Surveying (Hourly)	HOUR	100	\$ 199	\$ 19,900		
626-00000	Mobilization	L S	1	\$ 424,475	\$ 424,475		
627-00008	Modified Epoxy Pavement Marking	GAL	18	\$ 500	\$ 9,000		
627-30405	Preformed Thermoplastic Pavement Marking (120 Mil) (Word- Symbol) (Inlaid)	SF	277	\$ 30	\$ 8,310		
627-30410	Preformed Thermoplastic Pavement Marking (120 Mil) (Xwalk-Stop Line) (Inlaid)	SF	1,706	\$ 13	\$ 21,325		
630-00016	Traffic Control (Special) LS	L S	1	\$ 285,200	\$ 285,200		
630-80340	Pedestrian Barricade (ADA)	LF	100	\$ 42	\$ 4,200		
700-70010	F/A Minor Contract Revisions	F A	1	\$ 350,000	\$ 350,000		
700-70034	F/A MMD Minor Contract Revisions	F A		\$ 25,000		1	\$ 25,000
700-70082	F/A Furnish & Install Electrical Service	F A	1	\$ 15,000	\$ 15,000		
700-70380	F/A Erosion Control	F A	1	\$ 10,000	\$ 10,000		
	SUBTOTAL ITEMS				\$ 4,082,749.77		\$ 289,366.60
	PROJECT FOR BID TOTAL				\$ 4,372,116.37		
	Consultant Design Services (design, survey, SUE)	16.2%	of construction items		\$ 768,000		
	Consultant Construction Management and Material Testing	11.8%	of construction items		\$ 560,000		
	DOUGLAS COUNTY PRE-ORDERED ITEMS - (Based on Actual Quotes / Orders Placed))						
	Ethernet Switch	EACH	3	\$ 2,308	\$ 6,924		
	Splice Enclosure	EACH	8	\$ 389	\$ 3,111		
	Utility Marker	EACH	6	\$ 225	\$ 1,350		
	Pull Box (30"x48"x18")	EACH	16	\$ 2,900	\$ 46,400		
	Traffic Signal Controller Cabinet (332D) (W/ Dual Input & Aux Output Files, Base)	EACH	2	\$ 11,147	\$ 22,295		
613-07001	Type One Pull Box	EACH	10	\$ 950	\$ 9,500		
614-81130	Traffic Signal-Light Pole Steel (1-30 Foot Mast Arm)	EACH	1	\$ 18,604	\$ 18,604		
614-81140	Traffic Signal-Light Pole Steel (1-40 Foot Mast Arm)	EACH	2	\$ 21,543	\$ 43,086		
614-81145	Traffic Signal-Light Pole Steel (1-45 Foot Mast Arm)	EACH	4	\$ 25,472	\$ 101,888		
614-81150	Traffic Signal-Light Pole Steel (1-50 Foot Mast Arm)	EACH	1	\$ 25,587	\$ 25,587		
614-81155	Traffic Signal-Light Pole Steel (1-55 Foot Mast Arm)	EACH	1	\$ 27,057	\$ 27,057		
614-84000	Traffic Signal Pedestal Pole Steel	EACH	9	\$ 1,647	\$ 14,823		
614-86248	Controller (Type 2070LC)	EACH	2	\$ 4,395	\$ 8,790		
614-86800	Uninterrupted Power Supply	EACH	2	\$ 5,052	\$ 10,104		
614-87472	Fiber Optic Cable (S Mode)(72S)	LF	17,621	\$ 1.61	\$ 28,365		
	TOTAL PRE-ORDERED ITEMS				\$ 367,884		
	TOTAL PROJECT COST				\$ 6,068,000		

Benjamin Pierce

From: Christopher Pratt
Sent: Monday, March 28, 2022 4:38 PM
To: Benjamin Pierce
Subject: RE: IGA - Havana Street & Meridian Boulevard Intersection Improvement Project

I have no issues with those changes.

From: Benjamin Pierce <bpierce@douglas.co.us>
Sent: Monday, March 28, 2022 11:31 AM
To: Christopher Pratt <cpratt@douglas.co.us>
Subject: RE: IGA - Havana Street & Meridian Boulevard Intersection Improvement Project

Chris,

We received comments back from the Meridian Metropolitan District attorney regarding this IGA. Please review the changes and let me know if you have additional questions or concerns and we can set up a meeting to discuss with them.

Thanks,

Ben Pierce, PE | Capital Improvements Project Manager
Douglas County Department of Public Works Engineering
Engineering Services
Address | 100 Third St., Castle Rock, CO 80104
Main | 303-660-7490 **Cell** | 720-672-6245
Email | bpierce@douglas.co.us

From: Christopher Pratt <cpratt@douglas.co.us>
Sent: Monday, March 21, 2022 10:15 AM
To: Benjamin Pierce <bpierce@douglas.co.us>
Cc: Dirk Zender <DZender@douglas.co.us>
Subject: RE: IGA - Havana Street & Meridian Boulevard Intersection Improvement Project

This looks good to me Ben.

From: Benjamin Pierce <bpierce@douglas.co.us>
Sent: Friday, March 11, 2022 3:55 PM
To: Christopher Pratt <cpratt@douglas.co.us>
Cc: Dirk Zender <DZender@douglas.co.us>
Subject: IGA - Havana Street & Meridian Boulevard Intersection Improvement Project

Chris,

Here is the final draft of the Havana Street & Meridian Boulevard Intersection Improvement Project IGA for your review and approval to proceed. [Exhibit A](#) is the construction plans (link here: [plans](#)) and [Exhibit B](#) is the project cost estimate

showing breakdown of various project costs (attached). We are planning on having this IGA on the BOCC agenda for 4/12/22 alongside the award of the construction contract and another IGA Art is working on with SPIMD.

Additionally, Dirk has some items related to project ROW / easements / license agreements to discuss with you.

Let me know if you have any questions.

Thanks,

Ben Pierce, PE | Capital Improvements Project Manager
**Douglas County Department of Public Works Engineering
Engineering Services**
Address | 100 Third St., Castle Rock, CO 80104
Main | 303-660-7490 **Cell** | 720-672-6245
Email | bpierce@douglas.co.us