

## MEMORANDUM

**To:** Honorable Mayor and Members of Town Council

**Through:** David L. Corliss, Town Manager

**From:** Mark Marlowe, P.E., Director of Castle Rock Water

**Date:** March 2, 2021

**Title:** Resolution Approving a Construction Contract with Meridiam Partners, LLC for Hangmans Gulch Channel Improvements – Phase IV

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### **Executive Summary**

Castle Rock Water is seeking Town Council approval of a Resolution (***Attachment A***) awarding a construction contract (***Exhibit 1***) with Meridiam Partners, LLC for the Hangmans Gulch Channel Improvements – Phase IV in the amount of \$565,741, plus a 10% Town-managed contingency in the amount of \$56,574, for a total project authorization of \$622,315. This project is funded through the Stormwater Enterprise and is located south of the Castle Rock Community Recreation Center and west of Woodlands Boulevard (see ***Attachment B***). Drainageway improvements generally include grade control structures to restore the degraded stream, improve water quality, reduce downstream sedimentation and preserve existing native vegetation. The project is scheduled to be completed by July 2021.

### **Notification and Outreach Efforts**

The project is located within undeveloped property owned by Douglas County School District. Staff will provide notifications via direct mailings to adjacent property owners, news releases and social media postings, as needed. Project details and updates will be provided on [CRgov.com/water](http://CRgov.com/water).

### **History of Past Town Council, Boards & Commissions, or Other Discussions**

This project was identified in the Hangmans Gulch & Parkview Tributary Drainageway Master Plan (Master Plan), adopted by Council through Resolution No. 2013-23 on April 2, 2013.

Castle Rock Water staff presented this construction contract to the Castle Rock Water Commission at their meeting held on February 24, 2021, and the Castle Rock Water Commission voted \_\_\_\_\_.

## **Discussion**

In accordance with the Stormwater Master Plan, the Phase I, II and III Hangmans Gulch Channel Improvements were completed in 2011, 2012 and 2018 to provide stabilization between East Plum Creek and Douglas County High School. Soils along the channel bottom and banks of Hangmans Gulch are highly erosive. Phase IV will provide additional improvements as outlined in the Master Plan to mitigate for development impacts and restore a healthy and sustainable stream system by restoring the channel invert immediately west of Woodlands Boulevard and further reducing sedimentation concerns downstream.

Environmental impacts and permitting are important considerations in channel improvement design. The Town has obtained authorization from the U.S. Army Corps. of Engineers to construct the proposed improvements. Although there will be temporary impacts during construction, construction disturbances will be revegetated.

A Conditional Letter of Map Revision (CLOMR) has been approved by the Federal Emergency Management Agency (FEMA) for the minor floodplain changes which will occur as a result of the channel improvements. Following construction, a Letter of Map Revision (LOMR) will be prepared to confirm the modified floodplain delineation, and will be submitted to FEMA for incorporation into their regulatory mapping. No private property or habitable structures will be adversely impacted by this project.

The Town solicited construction bids via Rocky Mountain BidNet. Bids were received from nine (9) contractors and the pricing is summarized below:

<u>Contractor</u>	<u>Total</u>
Meridiam Partners	\$ 565,741
53 Corporation	\$ 580,852
Siete	\$ 658,162
RME dba Elite Surface Infrastructure	\$ 681,626
Concrete Express dba CEI	\$ 782,869
Total Terrain	\$ 822,751
Sema Construction	\$ 842,167
Frontier Environmental Services	\$ 910,523
Zak Dirt	\$ 947,600
<i>Engineer's Estimate</i>	<i>\$ 766,078</i>

Meridiam Partners is the confirmed lowest bidder, having also met the qualification requirements under the contract. Meridiam Partners is a Denver based company that has not completed work in the Town before, therefore, staff contacted references provided for four (4) previous drainageway projects and feedback received indicated no concerns with job performance. Construction is anticipated to begin in March 2021 and be substantially complete by July 2021, weather permitting.

## **Budget Impact**

Phase IV has been identified as a Legacy Project to be funded through the Stormwater bank loan as shown below. Construction was budgeted in 2020 in the amount of \$766,000. Funds will be carried forward as part of the first quarter budget amendment.

<b>Fund</b>	<b>Account</b>	<b>Total</b>	<b>Cont.</b>	<b>Auth.</b>	<b>Budget</b>
Hangmans Gulch Stream Stblz	212-4475-444.76-92	\$565,741	\$56,574	\$622,315	\$766,000

The total multi-year expenditures for this project are as follows:

<b>Fund</b>	<b>Prelim Design &amp; CLOMR</b>	<b>Final Design &amp; Permitting</b>	<b>Bid/Const. Support &amp; LOMR</b>	<b>Construction</b>	<b>Total</b>
Stormwater	\$45,000	\$65,000	\$47,000	\$566,000	\$723,000

Total investments in Hangmans Gulch to date including Phase IV are \$2.3 million. Remaining work to be completed in the upstream reaches of the gulch is estimated at \$7.8 million.

### **Staff Recommendation**

Staff recommends Town Council approval of a Resolution awarding a Construction Contract to Meridiam Partners, LLC for Hangmans Gulch Channel Improvements – Phase IV in the amount of \$565,741, plus a 10% Town-managed contingency in the amount of \$56,574, for a total project authorization of \$622,315.

### **Proposed Motion**

*“I move to approve the Resolution as introduced by title.”*

### **Attachments**

Attachment A: Resolution (Not Attached)  
Exhibit 1: Construction Contract  
Attachment B: Site Map

## TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (“Contract”) between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation (“Town”), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and Meridiam Partners, LLC (“Contractor”), a Colorado Limited Liability Company, 1001 W. Arizona Ave., Denver, Colorado 80223.

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

**SCOPE OF WORK** The Contractor shall execute the entire Work described in the Contract.

**CONTRACT** The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

### LIST OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued after execution of this Contract, are:

1. Change Orders;
2. Notice to Proceed;
3. Construction Contract;
4. General Conditions
5. The following Addenda, if any:
 

<b>Number</b>	<b>Date</b>
<i>Addendum No. 1</i>	<i>January 21, 2021</i>
6. Special Conditions of the Contract:
 

<b>Title</b>
<i>Standard Special Provisions</i>
<i>Project Technical Specifications</i>
<i>Project Special Conditions</i>
7. The following Specifications:
 

<b>Title</b>
<i>Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction</i>
<i>Mile High Flood District (MHFD) Technical Specifications</i>
<i>Town of Castle Rock Construction Methodology and Materials Manual</i>
8. The following Drawings:
 

<b>Title</b>
<i>Construction Plans for Hangmans Gulch Channel Improvements – Phase IV</i>

*Temporary Erosion & Sediment Control (TESC) Plans for Hangmans Gulch  
Channel Improvements – Phase IV*

9. Notice of Award;
10. Invitation to Bid;
11. Information and Instructions to Bidders;
12. Notice of Substantial Completion;
13. Notice of Construction Completion;
14. Proposal Forms, including Bid Schedules;
15. Performance, and Labor and Material Payment Bonds;
16. Performance Guarantee;
17. Insurance Certificates; and
18. USACE Section 404 Permit, NWO-2020-01993-DEN.

**CONTRACT PRICE.** The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay FIVE HUNDRED SIXTY FIVE THOUSAND SEVEN HUNDRED FORTY ONE AND 03/100 DOLLARS (\$565,741.03) (“Contract Price”), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as *Exhibit 1*. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

**COMPLETION OF WORK.** The Contractor must begin work covered by the Contract within 10 calendar days, and must complete work within 120 calendar days from and including the date of Notice to Proceed, according to the General Conditions.

**LIQUIDATED DAMAGES.** If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$1,000 for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of the Work that are not completed on time, and has the cost of field and office engineering, inspecting, and interest on financing and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

**SERVICE OF NOTICES.** Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF CASTLE ROCK  
Town Attorney  
100 N. Wilcox Street  
Castle Rock, CO 80104

**INSURANCE PROVISIONS.** The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount.

**RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; including but not limited to claims or amounts recovered from any infringements of patent, trademark, or copyright; or pollution or environmental liability. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor and the Town are adequately protected by public liability and property damage insurance.

The Contractor also agrees to pay the Town all expenses, including attorney's fees, incurred to enforce this Responsibility for Damage Claim clause.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

**STATUS OF CONTRACTOR.** The Contractor is performing all work under the Contract as an independent Contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor. The Contractor will not supervise any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are solely responsible for federal and state income tax on money earned.** This is not an exclusive contract.

**THIRD PARTY BENEFICIARIES.** None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person, except the Town or the Contractor, receiving services or benefits under the Contract is an incidental beneficiary only.

**INTEGRATION.** This contract integrates the entire understanding of the parties with respect to the matters set forth. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

**DEFINITIONS.** The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

**CONTRACTOR:**

**MERIDIAM PARTNERS, LLC**

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

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

**EXHIBIT 1  
(PROPOSAL/BID)**

