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Chuck Broerman
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El Paso County, CO



222099698

AGREEMENT REGARDING IMPROVEMENTS
RELATED TO MONUMENT TANK SITE, PPR2130

This Intergovernmental Agreement Regarding Improvements Related to Monument Tank Site, PPR2130 ("Agreement"), is made this 19th day of July, 2022 by and between El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado ("County") and the Town of Monument, Colorado ("Town"). The County and the Town may be referred to herein individually as a "Party" and collectively as "Parties."

Recitals

A. The Town has applied to the County for approval of a site development plan under El Paso County Planning and Community Development File No. PPR2130 for a water storage tank and water pipelines in unincorporated El Paso County (the "Project").

B. As a condition of approval of the site development plan and related permits, and in compliance with County regulations including, but not limited to, the El Paso County Land Development Code ("Code"), the El Paso County Engineering Criteria Manual ("ECM"), and the El Paso County Drainage Criteria Manuals ("DCM"), the Town shall be required to construct various grading and erosion control, public, and common development improvements as detailed in the project's Financial Assurance Estimate (the "Improvements"), attached hereto as Exhibit A and incorporated herein by reference.

C. In lieu of providing collateral as required by Section 5.3.15 of the ECM, the Town wishes to enter into, and the County agrees to accept, this Agreement for the purpose of assuring the completion of the Improvements.

Agreement

NOW, THEREFORE, in consideration of the mutual Promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties incorporate the Recitals above into this Agreement.

2. Construction of Improvements. The Town agrees to construct and install, at its sole expense, the Improvements set forth in Exhibit A. The Town shall construct the Improvements in accordance with any County-approved construction drawings and plans, the Code, the ECM, the DCM, and any other required permits and approvals.

3. Time of Construction. Unless otherwise provided in any permit by the County for the Project, the Town shall complete the Improvements within one (1) year of the date of notice to proceed in the Construction Permit. The El Paso County ECM Administrator may in his or her sole discretion grant in writing a one-time extension of up to ninety (90) days for good cause shown, if a request for such extension is submitted in writing by the Town at least thirty (30) days

prior to the completion deadline. Any additional extensions of time may only be granted through a written amendment to this Agreement signed by both Parties.

4. Acceptance of Public Improvements. If any Improvements are to be accepted by the County for ongoing maintenance, the Town shall warranty the construction of such Improvements against any defects in materials and workmanship for two (2) years following preliminary acceptance of such Improvements by the County, all in accordance with the ECM.

5. Failure to Construct Improvements. Failure to complete construction of the Improvements within the time and in accordance with the above provisions, or failure to correct any deficiencies noted during the two-year warranty period for any Improvements preliminarily accepted by the County, shall be a material breach of this Agreement. During the two-year warranty period, the County shall notify the Town Manager, Public Works Director, and Planning Director of any deficiencies in writing and shall provide the Town ten (10) business days to respond to the County with a proposal to remedy the deficiencies, to include the anticipated schedule of improvements. The ECM Administrator may provide written approval of the proposed remedy and schedule. The County shall be entitled, in the exercise of its discretion, to complete the Improvements and to seek reimbursement from the Town for its actual costs and expenses in doing so, should the Town fail to complete the improvements pursuant to paragraphs 2 and 3 above or, within the two-year warranty period, fail to respond to a notice of deficiencies within ten (10) business days or abide by the approved remedy and schedule. The term "actual costs and expenses" shall be liberally construed in favor of the County and shall include, but shall not be limited to, staff time, labor costs, tool and equipment costs, supply costs, and engineering and professional services costs, regardless of whether the County uses contractors or its own personnel, tools, equipment and supplies, etc. to complete construction.

6. Reimbursement of County's Costs. Should the County elect to complete any of the Improvements pursuant to the preceding paragraph, the Town shall reimburse the County for its actual costs and expenses within thirty (30) days of receiving an invoice therefor, and failure to do so shall be a material breach of this Agreement.

7. Grant of Easement. The Town hereby grants to the County a temporary easement upon and across the property legally described and depicted in Exhibit B, attached hereto and incorporated herein by reference, for the purpose of completing the Improvements should the Town fail to do so ("Easement"). Grant of the Easement does not expressly or implicitly create an obligation for the County to complete any Improvements. The Easement granted herein shall automatically terminate without the need for further action by the Parties upon completion of the Town's obligations under this Agreement and County's acceptance of the same.

8. Conveyance of Property. Should the Town convey the Project property prior to completion of the Improvements, the Town shall require the prospective grantee to post collateral in a form acceptable to the County immediately upon such conveyance to guarantee completion of the Improvements.

9. Additional Remedies. In addition to the rights set forth herein, the County shall retain the right to pursue any other legal or equitable remedies available for breach of this

Agreement or for any violation of any permit or any Code or ECM provision caused by failure to complete construction of the Improvements within the time and in accordance with the provisions herein.


10. Amendment of Agreement. This Agreement may be amended in writing by mutual agreement of the Parties.

11. Third Parties. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against the County or the Town because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

12. Applicable Law and Venue. The laws, laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement. Venue shall be in the El Paso County District Court.

IN WITNESS WHEREOF, the Parties affix their signatures below.

ATTEST:


Chuck Broerman
County Clerk & Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

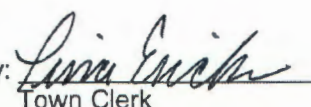
By: 
Stan VanderWerf, Chair

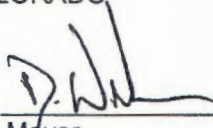
Approved as to form:


County Attorney's Office

MAYOR OF THE TOWN OF MONUMENT,
COLORADO

ATTEST:

By: 
Town Clerk

By: 
Mayor

2021 Financial Assurance Estimate Form (with pre-plat construction)

Updated: 12/22/2020

PROJECT INFORMATION		
Town of Monument Waterline & Tank	6/21/2022	PPR-21-030
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)						
* Earthwork						
less than 1,000; \$5,300 min		CY	\$ 8.00	= \$ -		\$ -
1,000-5,000; \$8,000 min		CY	\$ 6.00	= \$ -		\$ -
5,001-20,000; \$30,000 min	6,700	CY	\$ 5.00	= \$ 33,500.00		\$ 33,500.00
20,001-50,000; \$100,000 min		CY	\$ 3.50	= \$ -		\$ -
50,001-200,000; \$175,000 min		CY	\$ 2.50	= \$ -		\$ -
greater than 200,000; \$500,000 min		CY	\$ 2.00	= \$ -		\$ -
* Permanent Seeding (inc. noxious weed mgmt)	4	AC	\$ 828.00	= \$ 3,312.00		\$ 3,312.00
* Mulching	1	AC	\$ 777.00	= \$ 777.00		\$ 777.00
* Permanent Erosion Control Blanket	2,000	SY	\$ 6.00	= \$ 12,000.00		\$ 12,000.00
* Permanent Pond/BMP Construction		CY	\$ 21.00	= \$ -		\$ -
* Permanent Pond/BMP (provide engineer's estimate)		EA		= \$ -		\$ -
Safety Fence	1,200	LF	\$ 3.00	= \$ 3,600.00		\$ 3,600.00
Temporary Erosion Control Blanket		SY	\$ 3.00	= \$ -		\$ -
Vehicle Tracking Control	1	EA	\$ 2,453.00	= \$ 2,453.00		\$ 2,453.00
Silt Fence	1,200	LF	\$ 2.60	= \$ 3,120.00		\$ 3,120.00
Temporary Seeding	1	AC	\$ 650.00	= \$ 650.00		\$ 650.00
Temporary Mulch		AC	\$ 777.00	= \$ -		\$ -
Erosion Bales		EA	\$ 26.00	= \$ -		\$ -
Erosion Logs/Straw Waddle		LF	\$ 5.00	= \$ -		\$ -
Rock Check Dams	1	EA	\$ 518.00	= \$ 518.00		\$ 518.00
Inlet Protection		EA	\$ 173.00	= \$ -		\$ -
Sediment Basin		EA	\$ 1,824.00	= \$ -		\$ -
Concrete Washout Basin	1	EA	\$ 932.00	= \$ 932.00		\$ 932.00
[insert items not listed but part of construction plans]				= \$ -		\$ -
MAINTENANCE (35% of Construction BMPs)				= \$ 2,685.55		\$ 2,685.55
Section 1 Subtotal				= \$ 63,547.55		\$ 63,547.55

* Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED).

SECTION 2 - PUBLIC IMPROVEMENTS *

ROADWAY IMPROVEMENTS						
Construction Traffic Control		LS		= \$ -		\$ -
Aggregate Base Course (135 lbs/cf)		Tons	\$ 29.00	= \$ -		\$ -
Aggregate Base Course (135 lbs/cf)		CY	\$ 52.00	= \$ -		\$ -
Asphalt Pavement (3" thick)		SY	\$ 14.50	= \$ -		\$ -
Asphalt Pavement (4" thick)		SY	\$ 20.00	= \$ -		\$ -
Asphalt Pavement (6" thick)		SY	\$ 30.00	= \$ -		\$ -
Asphalt Pavement (147 lbs/cf) ___" thick		Tons	\$ 91.00	= \$ -		\$ -
Raised Median, Paved		SF	\$ 8.30	= \$ -		\$ -
Regulatory Sign/Advisory Sign		EA	\$ 311.00	= \$ -		\$ -
Guide/Street Name Sign		EA		= \$ -		\$ -
Epoxy Pavement Marking		SF	\$ 14.00	= \$ -		\$ -
Thermoplastic Pavement Marking		SF	\$ 24.00	= \$ -		\$ -
Barcade - Type 3		EA	\$ 207.00	= \$ -		\$ -
Delineator - Type I		EA	\$ 25.00	= \$ -		\$ -
Curb and Gutter, Type A (6" Vertical)		LF	\$ 31.00	= \$ -		\$ -
Curb and Gutter, Type B (Median)		LF	\$ 31.00	= \$ -		\$ -
Curb and Gutter, Type C (Ramp)		LF	\$ 31.00	= \$ -		\$ -
4" Sidewalk (common areas only)		SY	\$ 50.00	= \$ -		\$ -
5" Sidewalk		SY	\$ 62.00	= \$ -		\$ -
6" Sidewalk		SY	\$ 75.00	= \$ -		\$ -
8" Sidewalk		SY	\$ 99.00	= \$ -		\$ -
Pedestrian Ramp		EA	\$ 1,190.00	= \$ -		\$ -
Cross Pan, local (8" thick, 6' wide to include return)		LF	\$ 63.00	= \$ -		\$ -
Cross Pan, collector (9" thick, 8' wide to include return)		LF	\$ 95.00	= \$ -		\$ -
Curb Chase		EA	\$ 1,532.00	= \$ -		\$ -
Guardrail Type 3 (W-Beam)		LF	\$ 51.00	= \$ -		\$ -
Guardrail Type 7 (Concrete)		LF	\$ 75.00	= \$ -		\$ -
Guardrail End Anchorage		EA	\$ 2,172.00	= \$ -		\$ -
Guardrail Impact Attenuator		EA	\$ 3,899.00	= \$ -		\$ -
Sound Barrier Fence (CMU block, 6' high)		LF	\$ 81.00	= \$ -		\$ -
Sound Barrier Fence (panels, 6' high)		LF	\$ 83.00	= \$ -		\$ -
Electrical Conduit, Size =		LF	\$ 17.00	= \$ -		\$ -
Traffic Signal, complete intersection		EA	\$ 439,875	= \$ -		\$ -

EXHIBIT A

PROJECT INFORMATION		
Town of Monument Waterline & Tank	6/21/2022	PPR-21-030
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
				= \$	-	\$ -
<i>[insert items not listed but part of construction plans]</i>				= \$	-	\$ -
STORM DRAIN IMPROVEMENTS						
Concrete Box Culvert (M Standard), Size (W x H)		LF		= \$	-	\$ -
18" Reinforced Concrete Pipe		LF	\$ 67 00	= \$	-	\$ -
24" Reinforced Concrete Pipe		LF	\$ 81 00	= \$	-	\$ -
30" Reinforced Concrete Pipe		LF	\$ 100 00	= \$	-	\$ -
36" Reinforced Concrete Pipe		LF	\$ 124 00	= \$	-	\$ -
42" Reinforced Concrete Pipe		LF	\$ 166 00	= \$	-	\$ -
48" Reinforced Concrete Pipe		LF	\$ 202 00	= \$	-	\$ -
54" Reinforced Concrete Pipe		LF	\$ 254 00	= \$	-	\$ -
60" Reinforced Concrete Pipe		LF	\$ 298 00	= \$	-	\$ -
66" Reinforced Concrete Pipe		LF	\$ 344 00	= \$	-	\$ -
72" Reinforced Concrete Pipe		LF	\$ 393 00	= \$	-	\$ -
18" Corrugated Steel Pipe		LF	\$ 87 00	= \$	-	\$ -
24" Corrugated Steel Pipe		LF	\$ 99 00	= \$	-	\$ -
30" Corrugated Steel Pipe		LF	\$ 126 00	= \$	-	\$ -
36" Corrugated Steel Pipe		LF	\$ 152 00	= \$	-	\$ -
42" Corrugated Steel Pipe		LF	\$ 174 00	= \$	-	\$ -
48" Corrugated Steel Pipe		LF	\$ 184 00	= \$	-	\$ -
54" Corrugated Steel Pipe		LF	\$ 269 00	= \$	-	\$ -
60" Corrugated Steel Pipe		LF	\$ 290 00	= \$	-	\$ -
66" Corrugated Steel Pipe		LF	\$ 352 00	= \$	-	\$ -
72" Corrugated Steel Pipe		LF	\$ 414 00	= \$	-	\$ -
78" Corrugated Steel Pipe		LF	\$ 476 00	= \$	-	\$ -
84" Corrugated Steel Pipe		LF	\$ 569 00	= \$	-	\$ -
Flared End Section (FES) RCP Size =		EA		= \$	-	\$ -
<i>(unit cost = \$x pipe unit cost)</i>						
Flared End Section (FES) CSP Size =		EA		= \$	-	\$ -
<i>(unit cost = \$x pipe unit cost)</i>						
End Treatment- Headwall		EA		= \$	-	\$ -
End Treatment- Wingwall		EA		= \$	-	\$ -
End Treatment - Cutoff Wall		EA		= \$	-	\$ -
Curb Inlet (Type R) L=5', Depth < 5'		EA	\$ 5,736 00	= \$	-	\$ -
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	\$ 7,440 00	= \$	-	\$ -
Curb Inlet (Type R) L=5', 10' ≤ Depth < 15'		EA	\$ 8,637 00	= \$	-	\$ -
Curb Inlet (Type R) L=10', Depth < 5'		EA	\$ 7,894 00	= \$	-	\$ -
Curb Inlet (Type R) L=10', 5' ≤ Depth < 10'		EA	\$ 8,136 00	= \$	-	\$ -
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	\$ 10,185 00	= \$	-	\$ -
Curb Inlet (Type R) L=15', Depth < 5'		EA	\$ 10,265 00	= \$	-	\$ -
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'		EA	\$ 11,005 00	= \$	-	\$ -
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	\$ 12,034 00	= \$	-	\$ -
Curb Inlet (Type R) L=20', Depth < 5'		EA	\$ 10,940 00	= \$	-	\$ -
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'		EA	\$ 12,075 00	= \$	-	\$ -
Grated Inlet (Type C), Depth < 5'		EA	\$ 4,802 00	= \$	-	\$ -
Grated Inlet (Type D), Depth < 5'		EA	\$ 5,932 00	= \$	-	\$ -
Storm Sewer Manhole, Box Base		EA	\$ 12,034 00	= \$	-	\$ -
Storm Sewer Manhole, Slab Base		EA	\$ 6,619 00	= \$	-	\$ -
Geotextile (Erosion Control)		SY	\$ 6 20	= \$	-	\$ -
Rip Rap, d50 size from 6" to 24"		Tons	\$ 83 00	= \$	-	\$ -
Rip Rap, Grouted		Tons	\$ 98 00	= \$	-	\$ -
Drainage Channel Construction, Size (W x H)		LF		= \$	-	\$ -
Drainage Channel Lining, Concrete		CY	\$ 590 00	= \$	-	\$ -
Drainage Channel Lining, Rip Rap	10	CY	\$ 116 00	= \$	1,160.00	\$ 1,160.00
Drainage Channel Lining, Grass		AC	\$ 1,520 00	= \$	-	\$ -
Drainage Channel Lining, Other Stabilization				= \$	-	\$ -
				= \$	-	\$ -
<i>[insert items not listed but part of construction plans]</i>				= \$	-	\$ -
<i>* - Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE)</i>						
Section 2 Subtotal				= \$	1,160.00	\$ 1,160.00


EXHIBIT A

PROJECT INFORMATION		
Town of Monument Waterline & Tank	6/21/2022	PPR-21-030
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
AS-BUILT PLANS (Public Improvements Inc. Permanent WQCV BMPs)		LS	= \$	-	\$	-
POND/BMP CERTIFICATION (inc. elevations and volume calculations)		LS	= \$	-	\$	-
Total Construction Financial Assurance					\$	81,207.55
(Sum of all section subtotals plus as-builts and pond/BMP certification)						
Total Remaining Construction Financial Assurance (with Pre-Plat Construction)					\$	81,207.55
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)						
Total Defect Warranty Financial Assurance					\$	10,149.80
(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)						

Approvals

I hereby certify that this is an accurate and complete estimate of costs for the work as shown on the Grading and Erosion Control Plan and Construction Drawings associated with the Project.



James Adams
Engineer (P.E. Seal Required)

Thomas A. J...
Approved by Owner / Applicant

6-22-22
Date

Approved by El Paso County Engineer / ECM Administrator

APPROVED
Engineering Department
6765 2027 Plaza, #111
El Paso County
EPC Planning & Community
Development Department

Date

EXHIBIT A