

ORIGINAL

RESOLUTION NO. R - 2014 - 107

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

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT

BETWEEN THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE
OF COLORADO, CONCERNING THE DESIGN AND CONSTRUCTION OF THE
C-470 CORRIDOR MANAGED LANES - SEGMENT 1, (KIPLING TO I-25),
DOUGLAS COUNTY PROJECT NUMBER CI 2011-011

WHEREAS, the Colorado Department of Transportation ("CDOT") and the Board of County Commissioners of the County of Douglas, State of Colorado, ("Douglas County"), desire to cooperate in improving the C-470 Corridor by designing and constructing the C-470 Corridor Managed Lanes - Segment 1, (Kipling to I-25) project; and

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

WHEREAS, the CDOT and Douglas County are governmental entities 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 CDOT and Douglas County, 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 14th day of November, 2014, in Castle Rock, Douglas County, Colorado.

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

By: Roger A. Partridge
ROGER A. PARTRIDGE, Chair

ATTEST: Melissa Pelletier
MELISSA PELLETIER, Clerk to the Board



(Local \$CDOTWRK- RAMP)
PROJECT: NHPA 4701-124 (18999)
REGION: 1 (jh)

Routing # 14 HA1 67615
SAP # 331001120

AGREEMENT

THIS AGREEMENT, executed this ____ day of _____ 20____, by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation (State or CDOT) and Board of County Commissioners of Douglas County, 100 Third Street, Castle Rock, Colorado, 80104, CDOT Vendor #: 2000062 (Local Agency or County), and the State and the Local Agency together shall be referred to as the "Parties."

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function <<>>, GL Acct. <<>>, WBS Element or Cost Center <<>>, (Agreement Encumbrance Amount: \$0.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system; and pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with local agencies to provide maintenance and construction of highways that are part of the State (or local agency) highway system.
4. Governor John Hickenlooper and Colorado Department of Transportation Executive Director Don Hunt announced on December 14, 2012, the Responsible Acceleration of Maintenance and Partnerships (RAMP) program to accelerate completion of transportation projects.
5. The Local Agency submitted an application (Application) to CDOT for approval by the Colorado Department of Transportation Commission to participate in the RAMP program.
6. The Colorado Department of Transportation Commission adopted Resolution TC-3106 on October 17, 2013 approving the list of projects shown in the document entitled "RAMP Partnership and Operations Projects – and the Preliminary Recommendations are summarized in a projects list dated October 10, 2013 ("Projects List").

7. Pursuant to the Application under RAMP program, the Local Agency has made funds available for Project NHPA 4701-124 (18999), which shall consist of the design and construction of the C-470 Corridor Managed Lanes Segment 1, Kipling to I-25, hereinafter referred to as the "Project", and the Local Agency agrees to contribute a portion of the funding needed for the Project, hereinafter referred to as the "Local Agency Contribution". The Project is located in Arapahoe, Jefferson, and Douglas Counties; and the work will be performed as more specifically described in **Exhibit A**.

8. The Local Agency agrees to provide one hundred percent (100%) of the Local Agency Contribution in accordance with **Section 4** below.

9. The Local Agency is prepared to provide 100% of the funding required for the Local Agency Contribution, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this Agreement and to expend its funds for the Contribution. A copy of the adopted ordinance or resolution is shown in **Exhibit B**.

10. This agreement is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.

11. The Parties hereto desire to agree upon the division of responsibilities with regard to the Project.

NOW THEREFORE THE PARTIES AGREE THAT:

Section 1. Scope of Work

The work for the Project under this Agreement shall consist of the design and construction of the improvements identified for the C-470 Corridor Managed Lanes, Segment 1, Kipling to I-25, and the Local Agency agrees to provide the Local Agency Contribution toward the Project, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Agreement and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. This Agreement
2. **Exhibit A** (Scope of Work)
3. Other Exhibits in descending order of their attachment.

Section 3. Term

This Agreement shall be effective upon approval of the CDOT Chief Engineer or designee. The

term of this Agreement shall continue through the completion and final acceptance of the Project by the State, FHWA and the Local Agency.

Section 4. Project Funding Provisions

A. The Local Agency has estimated the total cost of the Local Agency Contribution and is prepared to provide its share of the Project funding, as evidenced by the signing of this Agreement, which expressly authorizes the State the authority to expend the Local Agency Contribution toward the Project.

B. The Local Agency Contribution shall not exceed Ten Million Dollars (**\$10,000,000.00**). The Local Agency Contribution is for a portion of the work associated with the design-build contract. The Local Agency agrees to pay CDOT as either a one-time lump sum contribution in the amount of \$10,000,000.00 which is payable within forty-five days after receipt of an invoice and after CDOT has informed the Local Agency in writing that they have awarded a design-build contract to construct the Project or the Local Agency agrees to reimburse CDOT for a portion of the work that has been completed and paid by CDOT, and the Local Agency reimbursement payment shall be in accordance with **Section 6** below.

C. Should the actual final Project construction cost be less than the current projected Project Basic Configuration construction amount, then the Local Agency Contribution may be lowered proportionally as determined by CDOT.

Section 5. Changes in Project Costs

For the design-build project delivery method, CDOT and the Local Agency will assess the Project budget, at the time of issuance of the Final Request for Proposals (Final RFP), and determine which elements will be used in the Project Basic Configuration. Changes to the Project Basic Configuration may trigger revisions to **Exhibit A** as well as the project contribution.

For this CDOT administered Project, any cost increase discovered subsequent to Final RFP will be the responsibility of CDOT, with the exception of the addition of a "Betterment", which will be at the request and the responsibility of the Local Agency. A Betterment is defined as any substantive project change suggested by the Local Agency subsequent to the Final RFP. The determination of whether the change is minor or substantive shall be at the discretion of the CDOT Project Director, identified in **Section 16**. An approved Betterment will likely trigger the need for an increase in the Local Agency Contribution and the need to amend this Agreement. Any Project cost increase subsequent to the Final RFP that is not a result of a Betterment shall be unilaterally administered by the State without amending this Agreement, since CDOT is responsible for all Project costs, except for the Local Agency Contribution as amended.

At any time during the project duration, any cost savings, regardless of who is administering the Project, or when the cost savings occur, may be prorated as determined by CDOT.

Section 6. Project Payment Provisions

- A. The Local Agency shall reimburse the State for CDOT incurred Project costs that are relative to the design-build contract, as described in **Section 4** and **Section 5**, following the Local Agency's review and approval of such charges, subject to the terms and conditions of this Agreement, and said Local Agency's approval shall not be unreasonably withheld.
- B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the Parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the Project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

Section 7. State and Local Agency Commitments

The Scope of Work (**Exhibit A**) describes the work to be performed.

- A. Design [if applicable]
1. If the work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the

- work.
- b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
- c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
- d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
- e. stamp the Plans produced by a Colorado Registered Professional Engineer.
- f. provide final assembly of Plans and contract documents.
- g. be responsible for the Plans being accurate and complete.
- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the Parties. The Plans shall be considered final when approved and accepted by the Parties hereto, and when final they shall be deemed incorporated herein.

B. Construction [if applicable]

1. If the work includes construction, the State shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.
2. The State is the responsible party and:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
 - b. if the RFP is to be let for the design and construction of the Project, the State shall advertise the call for proposals and upon obtaining C-470 Executive Oversight Committee consensus the State will award the contract(s) in accordance with the final design-build procurement process established for the Project.

- (1) in advertising and awarding contracts of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
 - (2) upon award of the contract(s), the Local Agency, acting by or through its duly authorized representatives, agrees to provide 100% of the Local Agency Contribution and any additional funds for, Betterment(s), when applicable; which is subject to their availability and appropriation for that purpose.
- c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

Section 8. ROW Acquisition and Relocation

If the Project includes right of way, the State will certify in writing that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's

Right of Way Manual. The manual is located at <http://www.coloradodot.info/business/manuals/right-of-way>.

If right of way is donated to or purchased by the Local Agency for the Project or for a state highway, including areas of influence of the state highway, than the Local Agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

Section 9. Utilities

If necessary, the State will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. The State will certify in writing that all such clearances have been obtained.

Section 10. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 11. Environmental Obligations

The State or Local Agency shall perform all work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 12. Maintenance Obligations

The State will maintain and operate the improvements constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The State will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes,

ordinances and regulations. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 13. Record Keeping

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this Agreement. The State shall maintain such records for the period as required by law after the date of termination of this Agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the Project records.

Section 14. Termination Provisions

This Agreement may be terminated as follows:

A. Termination for Convenience. The State may terminate this Agreement at any time the State determines that the purposes of the distribution of moneys under the Agreement would no longer be served by completion of the Project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

The Local Agency may terminate this Agreement, (from the date of execution of this Agreement up to date that the State issues the award of the proposed design-build contract), if the Local Agency determines that advancing the Project is no longer in the best interest of the Local Agency. The Local Agency shall effect such termination by giving written notice of termination to the State and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this Agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this Agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Agreement by the Local

Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the Parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

Section 15. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this agreement and to bind the Local Agency to its terms. The person(s) executing this Agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this Agreement.

Section 16. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 1, 2000 South Holly Street, Denver, CO 80222. Said Region Director will also be responsible for coordinating the State's activities under this Agreement and will also issue a "Notice to Proceed" for commencement of the work associated with the Project. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 1 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either Party may from time to time designate in writing new or substitute representatives.

If to the State:
Jerome K. Estes, Project Director
CDOT Region 1
2000 South Holly Street
Denver, Colorado 80222
303-757-9295

If to the Local Agency:
Arthur E. Griffith, CIP Manager
Douglas County
100 Third Street
Castle Rock, Colorado 80104
303-660-7490

Section 17. Successors

Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

Section 18. Third Party Beneficiaries

It is expressly understood and agreed that 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

State and the Local Agency. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

Section 19. Governmental Immunity

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 20. Severability

To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 21. Waiver

The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 22. Entire Understanding

This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 23. Survival of Agreement Terms

Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the Agreement shall

survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 24. Modification and Amendment

This Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

Section 25. Disputes

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

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Section 26. SIGNATURE PAGE

Agreement Routing Number 14 HA1 67615

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

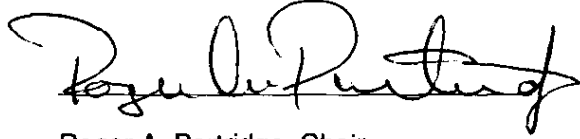
*** Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Colorado Department of Transportation
Donald E. Hunt, Executive Director

By: Joshua Laipply, Chief Engineer _____ Date: _____

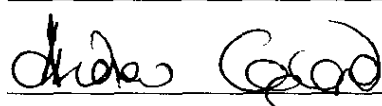

THE LOCAL AGENCY:

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

 _____ Date: _____
Roger A. Partridge, Chair

(Place corporate seal here, if available)

APPROVED AS TO FISCAL CONTENT: ATTEST:

 _____  _____
Andrew Copland, County Director of Finance Melissa Pelletier, Clerk to the Board



APPROVED AS TO CONTENT: APPROVED AS TO LEGAL FORM:

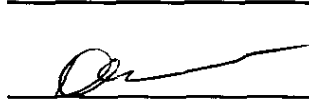

 _____  _____
Douglas J. Debord, County Manager Nick Pijoan, Sr. Assistant County Attorney

Exhibit A

Project Scope

RAMP Project Name:

C-470 Corridor Managed Tolled Express Lanes, Segment 1, Kipling to I-25

RAMP Tracking Number: 1-2

Updated October 2, 2014

The C-470 Corridor Managed Tolled Express Lanes, Segment 1, Kipling to I-25 Project will be constructed, managed, owned, operated and maintained by CDOT, unless otherwise assigned. The project is supported by the C-470 Corridor Coalition; and partial funding is being provided to CDOT from Douglas County.

Funding all the scope items listed below for Segment 1 is contingent upon net proceeds from toll revenue projections, combined with RAMP funds and other potential revenue sources. The current proposed work for this project includes:

Initially adding a minimum of one managed tolled express lane in each direction on C-470 between I-25 and Wadsworth / Platte Canyon, with a desire to extend the managed tolled express lanes in each direction to Kipling; reconstruction of the existing pavement; adding direct connect ramps from I-25 to westbound C-470; adding auxiliary lanes at select locations; improving on-ramps and off-ramps to current standards (including ramp metering where appropriate); realigning substandard curves; safety and operational improvements between I-25 and Quebec, replacing the bridges over the South Platte River; installing water-quality features designed to current standards; installing noise barriers where required, installing ITS elements, tolling equipment and the appropriate signing and striping required for the proposed corridor improvements. Additionally, the project includes adding grade separations for the C-470 multi-use trail at two locations, one at Colorado Boulevard and one at Quebec Street (where grade separations are required at the off ramp, on ramp and under Quebec Street), which requires utilizing approximately \$2,000,000 CDOT Faster-Safety and \$2,000,000 from Douglas County.

As part of the proposed Intergovernmental Agreement (IGA) for this project, Douglas County agrees to provide an amount up to but not to exceed ten million dollars (\$10,000,000) in order to fund a portion of the construction costs for both the C-470 Corridor Managed Tolled Express Lanes and the C-470 multi-use trail grade separations. Douglas County agrees to pay CDOT \$10,000,000 as a one-time lump sum contribution, within forty-five (45) days after receipt of an invoice and after CDOT has informed Douglas County in writing that they have awarded a design-build contract to construct the project or Douglas County also agrees to reimburse CDOT for a portion of the actual work completed, within sixty (60) days after receipt of each bill.

The \$10,000,000 mentioned above is in addition to the approximate \$6,000,000 that Douglas County has currently spent or encumbered to retain various consultants in order to advance pre-construction activities, which include the following: (1) to conduct public meetings, (2) to prepare the a traffic & revenue study, (3) to prepare the final design level field survey, (4) to amend / update the Environmental Assessment, (4) to prepare the preliminary geotechnical report for various pavement designs, (5) to prepare various project cost estimates, and (6) to develop 20% design plans for the ultimate and interim ramp configurations.

Additionally, CDOT anticipates initiating the procurement for innovative contracting and / or financing in 2014 or 2015 that will utilize a design-build delivery method.

Exhibit B

LOCAL AGENCY
ORDINANCE
OR
RESOLUTION

Exhibit B