

ORIGINAL

RESOLUTION NO. R - 015-081

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

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE SOUTHEAST PUBLIC IMPROVEMENT METROPOLITAN DISTRICT  
AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS,  
STATE OF COLORADO, SPECIFICALLY THE I-25 URBAN CORRIDOR CAPITAL  
PROJECT IMPLEMENTATION AGREEMENT CONCERNING THE I-25 LANE  
BALANCE AND WIDENING PROJECT

WHEREAS, the Southeast Public Improvement Metropolitan District ("SPIMD") and the Board of County Commissioners of the County of Douglas, State of Colorado, ("Douglas County"), desire to enter into an Intergovernmental Agreement regarding cost sharing for the I-25 Lane Balance and Widening 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 SPIMD 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 by and between the SPIMD 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 August, 2015, in Castle Rock, Douglas County, Colorado.

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

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

*Jill E. Repella*

JILL E. REPELLA, Chair

ATTEST: \_\_\_\_\_

*Codie Brenner*



CODIE BRENNER, Deputy Clerk to the Board

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE SOUTHEAST PUBLIC IMPROVEMENT METROPOLITAN  
DISTRICT AND BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF DOUGLAS, STATE OF COLORADO, SPECIFICALLY  
THE SOUTH I-25 URBAN CORRIDOR CAPITAL PROJECT  
IMPLEMENTATION AGREEMENT CONCERNING THE  
I-25 LANE BALANCE AND WIDENING PROJECT**

This Capital Project Implementation Agreement (the "Agreement") is made, effective as of this 11/11 day of August, 2015 (the "Effective Date") by and between the **SOUTHEAST PUBLIC IMPROVEMENT METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("SPIMD") and the Board of County Commissioners of the County of Douglas, State of Colorado ("Douglas County") and also referred to as the "Applicant", and hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties are legally empowered under their respective organizational documents and the laws of the State of Colorado to enter into this Agreement; and

WHEREAS, the Parties agree that there is a need for improving I-25 between the RidgeGate Interchange Ramps and the County Line Road Interchange ramps, which includes: replacing the existing road with new concrete pavement to provide added durability and improve highway drainage, adding one additional through lane in each direction of I-25 between the RidgeGate and C-470 Interchanges, and removing a short segment of San Luis Street, (the frontage road on the east side of I-25) and replacing it with a multi-use path between Lincoln Avenue and Bierstadt Way, and reconstructing the Lincoln Avenue Interchange, and modifying the auxiliary lanes between the existing interchange ramps in order to improve safety, mobility and traffic operations along this segment of I-25; hereinafter collectively referred to as (the "Project"); and

WHEREAS, the South I-25 Urban Corridor Transportation Management Association (the "TMA") and its member jurisdictions have developed a strategy for mitigation of impacts within an area referred to as the South I-25 Urban Corridor (the "Corridor") and the Corridor's transportation system, said strategy having been articulated in the Vision 2025 Plan adopted by the TMA and its member jurisdictions; and

WHEREAS, the commercial areas within the Corridor desired to establish a means of equitably mitigating their proportionate development impacts on the area's regional transportation system, and SPIMD has been formed specifically to provide a mechanism for commercial properties to voluntarily impose a property tax on themselves to raise funds for this purpose; and

WHEREAS, SPIMD has to date invested or committed approximately \$50 million in funding to partner with local jurisdictions in implementing qualified capital improvements within the Corridor, inclusive of a commitment of up to \$36 million in matching funds to support the TMA's Vision 2025 Plan Capital Projects program; and

WHEREAS, SPIMD levies a property tax on commercial properties within the Corridor to

provide such funding; and

WHEREAS, the Parties have in turn agreed to acknowledge that SPIMD funds are in part considered as mitigation for transportation impacts attendant to new commercial development within the Corridor; and

WHEREAS, the Applicant has, through the application attached here to as Exhibit A requested review of the Project by the TMA for conformance with the TMA's Vision 2025 Policy and criteria, and the currently adopted TMA multi-year capital project funding plan, and has received a favorable response from SPIMD as evidenced by the SPIMD Resolution of Intent attached hereto as Exhibit B;

WHEREAS, based on the foregoing, SPIMD hereby agrees to financially participate in the Project conditioned on adherence to the terms and conditions set forth below; and

WHEREAS, the Applicant has requested SPIMD's funding assistance for this Project in the amount of Two Million Dollars and No Cents (\$2,000,000.00) whereby SPIMD agrees to provide Douglas County with a total contribution up to but not to exceed One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) which will be used to reimburse the Applicant for a portion of the construction costs the Applicant has already committed to pay to the Colorado Department of Transportation (CDOT) pursuant to a separate agreement pursuant to which CDOT will agree to be responsible for managing the design and construction of the Project (excluding the additional landscaping restoration); and.

WHEREAS, SPIMD shall retain the remaining Five Hundred Thousand Dollars and No Cents (\$500,000.00) to be used at SPIMD's sole discretion to restore and enhance the landscaping areas impacted by the Project; and

Whereas, SPIMD anticipates utilizing the Denver South TMA to manage the design and construction of the proposed landscape restoration improvements via a separate third party agreement that is not subject to the Applicant's review and approval; and

WHEREAS, the Applicant acknowledges that SPIMD's provision of such funds is conditioned upon said amount being credited proportionately as regional transportation system mitigation offsets for the commercial properties within SPIMD; and

WHEREAS, based on the foregoing, SPIMD hereby agrees to financially participate in the Project conditioned on adherence to the terms and conditions set forth herein; and

WHEREAS, the Applicant will enter into an intergovernmental agreement with the Colorado Department of Transportation ("CDOT") prior to or concurrent with the execution of this Agreement whereby CDOT shall be responsible to complete the Project in accordance with the final plans for CDOT Project C 0252-399 (16602) (the "CDOT Agreement"); and

WHEREAS, as a condition of SPIMD's participation Applicant will cause a contribution to be made by the City of Lone Tree as described in Paragraph 3 below; and

WHEREAS, the Parties have budgeted capital funding to perform their obligations under this Agreement; and

WHEREAS, the Parties wish to state herein their understanding as to how the Project will be financed and implemented; and

**NOW THEREFORE**, as full consideration for and in furtherance of the goals and intents and purposes of this Agreement, the Parties hereby agree as follows:

**1. Purpose.**

The purpose of this Agreement is to memorialize SPIMD's agreement to financially participate in the Project and to establish the process by which SPIMD's participation will be accomplished. The total eligible costs associated with the Project, including but not limited to design, acquisition of necessary right-of-way and easements, construction management and construction (collectively "Eligible Project Costs") are currently estimated at Thirty-Four Million Seven Hundred Nineteen Thousand One Hundred Eighty-Three Dollars and Thirty-Five Cents (\$34,719,183.35). In addition to the Eligible Project Costs described above, SPIMD has estimated and will retain, set aside and spend independent of but pursuant to the terms hereof, an amount up to Five Hundred Thousand Dollars (\$500,000.00) (the "Landscape Amount") for the purpose of restoring and enhancing the landscape area impacted by the Project. Presently SPIMD anticipates utilizing the Denver South TMA to design, bid, award and oversee the landscaping improvements pursuant to separate agreements. The landscaping improvements to be installed with CDOT right-of-way are subject to applicable CDOT permitting requirements.

The actual Eligible Project Costs expended for the Project shall be the "Actual Project Cost." Eligible Project Costs shall include right of way acquisition costs, payment of contractors, including consultants, contracted to perform the Project, pursuant to their contracts and the Eligible Project Costs shall not include the overhead or other internal costs and expenditures of any participant. With the exception of CDOT no participant will be entitled to include in-kind costs for credit or project cost purposes.

**2. SPIMD Contribution.**

SPIMD's contribution toward the completion of the Project shall be, as matching funds to dollars contributed solely by the Applicant (as opposed to private third parties), an amount up to and not to exceed Two Million Dollars (**\$2,000,000.00**) which includes the Landscape Amount. The actual matching funds to account for dollars contributed solely by the Applicant is not to exceed **One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00)** to be paid directly to the Applicant in accordance with Paragraph 4 and 5 of this Agreement (the "SPIMD Contribution").

As a condition of receipt of the SPIMD Contribution, as provided for herein, as a *quid pro quo* Douglas County hereby states its intent to participate in the future, as equal partners with SPIMD and other jurisdictions within SPIMD, in future funding efforts through both Denver South Economic Development Partnership and TMA programs / activities as are deemed of

mutual benefit and as agreed to under separate agreement(s) between the various parties involved. As a further condition of SPIMD's participation in the Project, SPIMD has received correspondence from the City of Lone Tree (i) that the City has also committed the amounts referenced below, and (ii) its commitment to participate in the future as SPIMD partners in mutually beneficial programs and funding efforts.

**3. Allocated Shares of Estimated Project Costs.**

The Estimated Project Costs and agreed upon allocated shares of the same, between the Parties and other participants, are set forth in the table below.

The Estimated Project Costs shown in table below are based upon the actual bid prices submitted to CDOT for this Project. The list of Bidders and their total bid prices are shown in Exhibit C.

<b>Participant</b>	<b>Participant Share of the Estimated Project Cost</b>	<b>Participant Percentage of the Estimated Project Costs</b>
<b>Applicant - Douglas County</b>	<b>\$4,000,000</b>	<b>11.52%</b>
<b>Lone Tree (includes Park Meadows Metro District funds)</b>	<b>\$430,000</b>	<b>1.24%</b>
<b>CDOT (includes federal funds from DRCOG)</b>	<b>\$28,789,183.35</b>	<b>82.92%</b>
<b>SPIMD</b>	<b>\$1,500,000*</b>	<b>4.32%</b>
<b>Total Estimated Project Costs</b>	<b>\$34,719,183.35</b>	<b>100.00%</b>

\*SPIMD contribution shown above excludes the Landscape Amount (up to \$500,000). If the Actual Project Cost is lower than the Estimated Project Cost, then SPIMD shall receive a pro-rata share of the Project savings. Said pro-rata share of the Project savings shall be reflected in the final reimbursement request submitted to SPIMD by the Applicant.

The Applicant certifies that the above sources and amounts of funds are the sole and only sources and amounts available to fund the Estimated Project Costs which are eligible for reimbursement from SPIMD in accordance with this Agreement. The Applicant acknowledges and agrees that if additional funding sources or amounts are made available to the Applicant for the Project, then SPIMD's financial commitment will be reduced proportionately based on percentages shown in the table above.

**4. SPIMD and the Applicants Project Reimbursement Payments.**

SPIMD's obligation to fund the SPIMD Contribution shall be contingent on the Applicant entering into the CDOT Agreement for the completion of the Project. The Applicant shall provide SPIMD (via the Denver South TMA representative) with written confirmation that the CDOT Agreement has been executed and Denver South TMA representative with a copy of the same.

Upon satisfaction of the requirements of this paragraph 4 above, the Applicant and SPIMD shall each contribute their pro-rata share of the overall Estimated Project Costs as set forth in Paragraph 3. The Applicant shall set aside Project funds equal to its share of the Estimated Project Costs into an account designated for the Project and may elect to issue purchase orders for the Project to the appropriate party. Payment requests shall be made in accordance with the terms of this Agreement. Within fifteen (15) days following SPIMD's receipt of the Applicant's confirmation that they have entered into an agreement with CDoT, SPIMD shall deposit the entire SPIMD Contribution into an account earmarked for the Project (the "SPIMD Project Fund").

SPIMD has the option of reimbursing the Applicant based on monthly draws from the SPIMD Project Fund for its pro-rata share of the monthly Actual Project Costs based on the percentages shown in the table in Paragraph 3 above or SPIMD has the option of reimbursing the Applicant twice annually (once in the spring and once in the fall) over a two year period for its than current pro-rata share of the Actual Project Costs based on the percentages shown in the table in Paragraph 3 above, with SPIMD reimbursement payment requests beginning in the summer 2015 and one hundred percent (100%) of the total SPIMD reimbursement being collected before December 31, 2016; provided that SPIMD's final installment shall not be paid unless and until the completion and close out of the Project and a final accounting of the Actual Project Costs as required by Paragraph 9., below. Upon execution of this Agreement, SPIMD has thirty (30) calendar days to inform the Applicant which billing option SPIMD has selected, otherwise the Applicant will invoice SPIMD twice annually as described above. The Applicant or CDOT shall maintain full and complete records of Actual Project Costs incurred in accordance with generally accepted accounting principles and will assure that SPIMD shall have the right to audit the Applicant and CDoT's financial records related to the Project during construction of the Project and up to three (3) years after completion of the Project.

SPIMD shall have no obligation to commit any additional funds in the event that the Actual Project Costs exceed the Estimated Project Costs. This Agreement establishes SPIMD's maximum contribution toward the completion of the Project. Any unspent portion of the SPIMD Project Fund remaining at the completion of the Project shall be retained by SPIMD.

##### **5. Project Implementation.**

The Applicant and SPIMD acknowledge that Project construction began in August 2014 and the Applicant and CDOT anticipate that the Project will be substantially completed earlier than the completion date set for the fall of 2016 (pending delays due to inclement weather). The Applicant will coordinate with CDOT regarding the implementation and oversight of the Project, inclusive of the retention of any necessary consultants and contractors to perform the work necessary to complete the Project.

The Applicant or CDOT shall cause the Project to be completed in accordance with the applicable laws, rules, and regulations of all governmental entities having proper jurisdiction over the Project.

All invoices for payment of Actual Project Costs, including a final invoice resulting from the completion of the Project or termination of a contract with the contractor for the Project, shall

require the approval of CDOT with thirty (30) day prior notification to the Applicant and SPIMD. All invoices or other cost documentation requests, related to Actual Project Costs, shall be directed to the Applicant and the Applicant shall distribute them together with a pay request approved by the Applicant Representative (identified in Paragraph 11.A) to the SPIMD Representative (identified in Paragraph 11.B). Each pay request submitted by the Applicant Representative to the SPIMD Representative shall be accompanied by the following: (1) Project invoices or other documentation of Actual Project Costs; and (2) such other documentation supporting or explaining the pay request as the Applicant Representative may choose to include at its discretion. The Applicant Representative may submit pay requests to the SPIMD Representative either in hard copy or electronically (via email). Upon receipt of each pay request, the SPIMD Representative will review the same and provide approval of the pay request or provide comments on the pay request within fifteen (15) calendar days. If the SPIMD Representative does not provide written comments on the pay request within said fifteen (15) calendar day review period, then the pay request shall be deemed approved. Following approval of each pay request, SPIMD shall immediately cause funds to be disbursed from the SPIMD Project Fund to the Applicant. As set forth above, SPIMD shall have no obligation to commit any funds in excess of the SPIMD Contribution.

The Applicant or CDOT shall keep accurate records of the progress of the Project and the Applicant shall provide status reports to the SPIMD Representative identified in Paragraph 11.B. on a regular basis, (a minimum of every other month after execution of this Agreement), including progress updates, notice of any problems related to the Project and a record of the payments made to contractor(s). Said status reports shall include updates to the Actual Project Costs expended and the remaining costs projected to be expended through the Project completion, and shall note any variances, (change orders), from the Estimated Project Costs, as well as any adjustments to the time schedule for Project completion.

**6. Character of SPIMD Role.**

SPIMD will be responsible for working with the Applicant and CDOT to the extent necessary, to assist in acting as a Project liaison with the Project area stakeholders in order to assist in keeping affected businesses and local governments apprised of Project issues, and assist in receiving and conveying feedback to the Applicant in order to assist in resolving any real or perceived issues with the Project's progress; provided that SPIMD shall have no obligation to complete, or liability for or arising from the Project.

SPIMD shall not be liable for any claims, demands, losses, damages, expenses, injuries, and liabilities arising from the death or injury of any person or persons, including any claims of the Applicant or other funding entities, or from any damage to or destruction of property caused by or in connection with the Project, or any negligent act or omission of the Applicant, any other funding entities or the Project contractor.

To the extent allowed by law, and subject to the Governmental Immunity Act, the Applicant shall indemnify, save and hold harmless SPIMD, its officers, employees and agents, against any and all claims, damages, liability and court awards, including all costs, expenses, and attorney fees incurred as a result of any negligent act or omission of the Applicant, or its employees, agents, subcontractors or assignees related to this Agreement or the completion of the Project.



**7. Good Faith and Fair Dealing.**

SPIMD and the Applicant agree that the Applicant shall have a fiduciary duty to SPIMD in the performance of this Agreement. This fiduciary duty accepted by the Applicant shall include, but not be limited to, the highest duties of good faith, fair dealing, disclosure of all information to SPIMD as described herein, avoidance of conflicts of interest, and avoidance of the appearance of conflicts of interest in carrying out the goals and objectives of this Agreement.

**8. Insurance.**

SPIMD and the Applicant shall insure themselves separately against liability, loss and damages arising out of the operation of and performance under this Agreement and the construction, use or operation of the Improvements.

**9. Term of Agreement and Termination.**

This Agreement shall be effective as of the Effective Date identified above and shall terminate upon the completion and close out of the Project and a final accounting of the Actual Project Costs being provided by the Applicant to SPIMD; provided that, in the absence of the prior and express written consent of SPIMD the obligation to cause funds to be disbursed from the SPIMD Project Fund to the Applicant shall terminate on **March 31, 2017** (subject to annual appropriations in accordance with C.R.S. 29-1-100), whether or not the Project has been completed. It is the Parties intent to appropriate the funds described in this Agreement. However, pursuant to C.R.S. 29-1-110, any financial obligations of the Parties contained herein that are payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise made available on an annual basis.

Either party shall have the right to terminate this Agreement after thirty (30) days written notice to the other party in the event of a default which is not cured within twenty (20) days after delivery of the written notice of default. Termination shall not be effective if reasonable action to cure the breach has been taken by the defaulting party before the effective date of the termination, and such actions are pursued diligently to a successful completion within twenty (20) days from inception of the actions. If such actions are not successful within said period of time, the non-defaulting party shall have the right to terminate this Agreement upon written notice to the other party.

In the event of termination, the Applicant shall settle all accounts with SPIMD related to the Project and then remit SPIMD its pro rata share of any monies recovered from or refunded by CDOT and / or the Project contractor in accordance with the percent contributions shown on the table in Paragraph 3 above.

The Applicant obligation to share pro-rata Project cost savings with SPIMD shall be done in accordance with the percent contributions shown in the table in Paragraph 3 above, and based on the Applicant's accounting obligations, the Applicant's assurance of compliance with applicable laws, and the Applicant and CDOT preservation of records pertaining to the Project shall survive termination of this Agreement.



**10. Assignment.**

Neither Party shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other Party. Any attempt to assign this Agreement in the absence of such written consent, shall be null and void ab initio.

**11. Project Management.**

**A. Applicant Representative.**

The Applicant hereby designates: **Arthur E. Griffith, P.E., Douglas County Transportation Capital Projects Manager** (with an email address of **agriffit@douglas.co.us**) as the Applicant's representative to coordinate all communication with SPIMD related to the Project, including issues arising under this Agreement.

**B. SPIMD Representative.**

SPIMD hereby designates: **Pat Mulhern, P.E.,** (with an email address of **pat@mulhernmre.com**) as SPIMD's representative to coordinate all communication with the Applicant related to the Project, including issues arising under this Agreement.

**12. Miscellaneous.**

It is the intention of the Parties that the Applicant shall be, and remain, an independent contractor. The Parties do not intend and nothing contained in this Agreement shall be deemed to create a partnership, co-tenancy, joint venture or agency of any kind.

Any Party in default under this Agreement shall pay the reasonable attorney's fees of the other party incurred in order to enforce its rights under this Agreement.

This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the parties to this Agreement, the exclusive venue for dispute resolution shall be the District Court for and in Douglas County, Colorado.

This Agreement shall inure to the benefit of, and be binding upon the parties to this Agreement and the irrelative successors and permitted assigns. This Agreement is solely between and for the benefit of SPIMD and the Applicant, and no design consultant, contractor, any subcontractor nor any other person is a third-party beneficiary to or under this Agreement.

This Agreement contains the entire agreement of the Parties with respect to its subject matter. Any amendments or modifications to this Agreement must be in writing executed by the Parties in order to be valid and binding. Each Party to this Agreement represents and warrants that they have made full disclosure of any and all contingencies, conditions, or reimbursement agreements related to their financial participation in the Project as described in Paragraph 3 above.

No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

SPIMD and the Applicant are political subdivisions of the State of Colorado and, as such, (1) any and all financial obligations described hereunder are subject to annual budget and appropriations requirements, and (2) no consultants, contractors or subcontractors shall have lien rights against the Parties, nor against any property lying within the boundaries of the Parties in the event of nonpayment of any amount due under this Agreement.

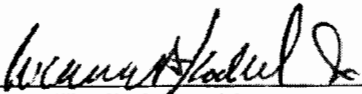
The Applicant and SPIMD, and their respective elected officials, directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, §§24-10-101 *et seq.*, C.R.S., as the same may be amended from time to time.

No elected official, director, officer, agent or employee of SPIMD or the Applicant 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.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Capital Project Implementation Agreement as of the day and year first above written.

**SOUTHEAST PUBLIC IMPROVEMENT METROPOLITAN DISTRICT**

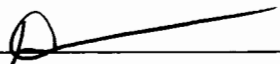
  
\_\_\_\_\_  
Walter A. Koelbel, President

**APPLICANT - DOUGLAS COUNTY**


**BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY**

  
\_\_\_\_\_  
Jill E. Repella, Chair


APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Douglas J. DeBord, County Manager

APPROVED AS TO FORM:

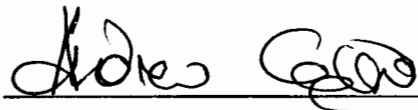
  
\_\_\_\_\_  
For Nick Pijoan, Sr. Assistant County Attorney

ATTEST:

  
\_\_\_\_\_  
~~Melissa Pelletier~~, Deputy Clerk  
Codie Brenner,



APPROVED AS TO FISCAL CONTENT:

  
\_\_\_\_\_  
Andrew Copland, Director of Finance

**EXHIBIT A**

Attached is a copy of Application for SPIMD Capital Funding

APPLICATION FOR SPIMD CAPITAL PROJECT FUNDING

SPIMD **EXHIBIT A**

Submitted by: Douglas County

(Jurisdiction)

Project Name: I-25 Lane Balance and Widening Project

Project Type:

- ☒ Major (Zone)  
☐ Special (Annual)

TMA Zone: Lincoln

Project  
Summary:

This Lane Balance and Widening project is part of the I-25 Strategic Corridor improvements and completes the last missing link in widening I-25 from three to four through lanes from the RidgeGate southbound on ramp / northbound off ramp to the County Line Road southbound on ramp / northbound off ramp. These are the last remaining improvements that were identified for I-25 in the South I-25/US 85 Corridor's EIS for this strategic corridor. The final design for this project has been substantially completed and CDOT anticipates being ready to bid this project as early as fall 2013, pending approval of additional funding from the local governmental agencies and the additional federal funding being requested from DRCOG (if this project is selected).

This project involves constructing an eight-lane typical section with much needed auxiliary lanes that will improve safety and mobility on I-25 and at the Lincoln Interchange. The widening will occur on the east side in order to avoid operational impacts to light rail on the west. The existing east frontage road, (San Luis), north of Lincoln Ave., lies adjacent to the NB on-ramp and outlets onto Lincoln Ave. across from the NB off-ramp causing circulation and safety issues. The portion of the east frontage road (San Luis) is being removed between Lincoln and Belirstadt Way in order to accommodate a re-alignment of the I-25 NB on ramp so that it will be in line directly across from the northbound off ramp, which will improve safety and traffic operations at this interchange. Additionally, the removal of the east frontage road allows for the opportunity to provide improved pedestrian/bike circulation by constructing a 10-foot wide trail. This trail will connect the Meridian multi-use community with the existing Lincoln Ave light rail station and the C470 regional trail. This project includes making improvements at the Lincoln rail station on the east side of I-25.

Both Douglas County and the City of Lone Tree believe the proposed improvements to the existing I-25 / Lincoln Interchange warrant this to be considered as a Lincoln TMA Major Zone Project. Arapahoe County and the City of Centennial are supportive of this project but will not be contributing financially, while the City of Lone Tree is considering making a contribution in 2013 of \$500,000. The Douglas County Commissioners submitted this \$32 Million construction project to DRCOG, in their recent call for projects (June 2012). As part of the application to DRCOG, Douglas County, as the project sponsor, identified \$4 Million county funds and \$14 Million from CDOT and we are requesting \$14 Million from DRCOG. SPIMD funds would be used to partially reimburse Douglas County up to \$2 Million or SPIMD monies could be used to backfill any funding short falls that may result if DRCOG offers to fund less than the \$14 Million being requested.

CONDITIONS TO FUNDING:

☒ Is the project within the boundaries of SPIMD?

☐ Have Zone Stakeholders been notified of this application?

☐ Are comments from Stakeholders attached?\*

\*Include letters of support from Stakeholders when submitting application

**ESTIMATED FUNDING SCHEDULE:**

	2012	2013	2014	2015	2016	2017	TOTAL
TOTAL PROJECT DESIGN	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
TOTAL PROJECT CONSTRUCTION	\$ <input type="text"/>	\$ <input type="text" value="32,000,00"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="32,000,00"/>
<b>TOTAL:</b>							\$ <input type="text" value="32,000,00"/>

**PROJECT REVENUE SOURCES:**

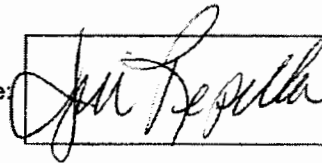
Other:	State & DRCOG - fed.	\$ <input type="text"/>	\$ <input type="text" value="28,000,00"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="28,000,00"/>
Local Metro District:	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Local Gov't:	DougCo, Lone Tree	\$ <input type="text"/>	\$ <input type="text" value="4,000,00"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="4,000,00"/>
SPIMD (up to equal match of Local Gov't)		\$ <input type="text"/>	\$ <input type="text" value="2,000,00"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="2,000,00"/>
<b>TOTAL:</b>							\$ <input type="text" value="32,000,00"/>

Local Gov't  
Official

Douglas County Commissioners, Jill E. Repella, Chair

(Name, Title)

Signature:



TMA Official

Steve Klausing, Executive Director

Signature:

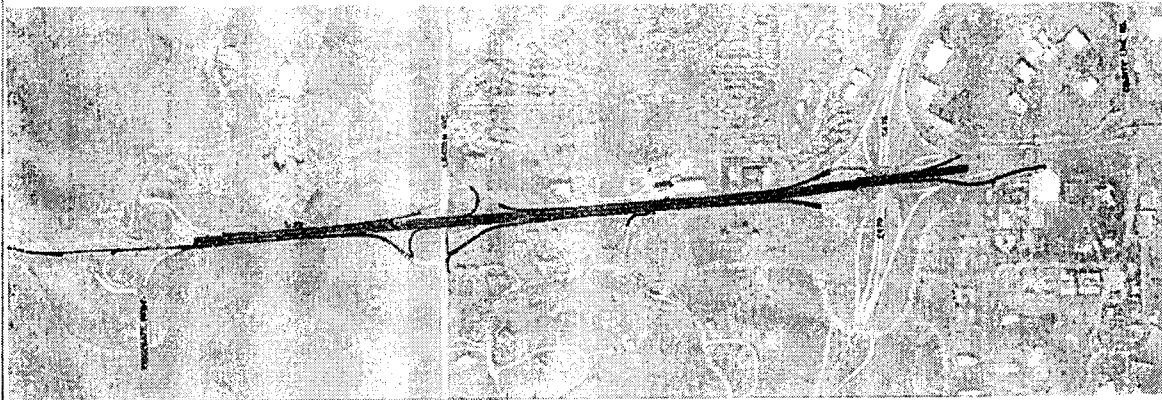


TMA Board  
Approval (date)



\* Note: This form is to be submitted to the South I-25 Urban Corridor Transportation Management Association (TMA) for its review and recommendation to SPIMD.





Plot Date: 3/28/2011 File Name: H:\Projects\Lincoln Ave. Ave. Sheet Scale: 1:200 Sheet Information:		Sheet Revision Date:      Drawn by:      In:		Colorado Department of Transportation 1320 S. Denver Parkway Suite 200 Centennial, CO 80101 Phone: 303 241-7234 Fax: 303 241-1232 Region: 1		As Constructed Not Reconstructed Reconstructed Street Subtype:		Project: LINCOLN TO DEWITT JNR Project No./Code: 0101200 Sheet Number: 1862	
--	--	---	--	--	--	---	--	---	--

Insert Map Above



**EXHIBIT B**

Attached is a copy of SPIMD response to the Applicant

**AMENDED AND RESTATED SOUTHEAST PUBLIC IMPROVEMENT METROPOLITAN  
DISTRICT  
RESOLUTION OF INTENT TO PROVIDE MATCHING FUNDS**

**I-25 LANE BALANCING DESIGN/CONSTRUCTION**

WHEREAS, the Southeast Public Improvement Metropolitan District ("SPIMD") and the Cities and Counties (hereinafter collectively referred to as the "Parties") within the Southeast I-25 urban corridor (the "Corridor") have formed the Denver South Economic Development Partnership ("DSEDP") for the purpose of promoting economic development within the area for their mutual benefit; and,

WHEREAS, the Parties have acknowledged that economic development is dependent in large part on a viable transportation system; and,

WHEREAS, the Parties have in turn formed the Denver South Transportation Management Association ("TMA") as a clearinghouse forum for the purpose of cooperatively identifying and implementing transportation projects of regional benefit to the Corridor; and,

WHEREAS, the Parties have agreed, individually and collectively, as a condition of receipt of SPIMD funds, to fully subscribe to their pro rata funding share of DSEDP and TMA programs and projects both currently and, for the foreseeable future; and,

WHEREAS, the Parties have agreed upon the Vision 2025 Plan and Policy Statement as a guide for jointly funding capital improvements attendant to such efforts; and,

WHEREAS, SPIMD has to date invested or committed approximately \$50 million in funding to partner with local jurisdictions in implementing qualified capital improvements within the Corridor, inclusive of a commitment of up to \$36 million in matching funds to support the TMA's Vision 2025 Plan Capital Projects program; and

WHEREAS, SPIMD levies a property tax on commercial properties within the corridor to provide such funding; and,

WHEREAS, the local jurisdictions have in turn agreed to acknowledge that SPIMD funds are in part considered as mitigation for transportation impacts attendant to new commercial development within the Corridor; and,

WHEREAS, in acknowledgement of the above, Douglas County (the "Applicant") has submitted the attached Vision 2025 Plan Capital Project Application to the TMA requesting participating funds from SPIMD; and

WHEREAS, the TMA has, after review by its Technical Advisory Committee has identified this as a qualified VISION 2025 PLAN capital project, and recommended that SPIMD consider the same for participating funds; and

WHEREAS, on March 17, 2015, the Board of Directors approved a Resolution of Intent to provide participating funds for the Application, but the dollar contributions and sources and uses have been amended as reflected herein;

NOW THEREFORE, Be It Resolved, that the Board of Directors of the Southeast Public Improvement Metropolitan District intends to provide participating funds based on satisfactory compliance with the following conditions:

1. Provision of written full funding participation commitments by the following parties in the amounts specified:

Douglas County	\$4,000,000
CDoT	\$28,789,183.35 (inclusive of federal funds from DRCOG)
City of Lone Tree	\$430,000
SPIMD	\$1,500,000 (exclusive of \$500,000 for independent landscape enhancements)
<b>TOTAL</b>	<b>\$34,719,183.35</b>

2. Program years[s] for SPIMD contribution

2015	\$1,000,000
2016	\$500,000
2017	\$500,000 (at SPIMD's sole discretion)

3. SPIMD participating fund expenditures are allocated as follows:

Bonus Pool	\$2,000,000
------------	-------------

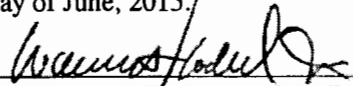
4. SPIMD funds will not be provided prior to pro rata amounts being provided by the local jurisdiction(s) and the final contribution earmarked for 2017 is an amount that may be increased or decreased in the sole discretion of the Board for the purpose of funding the restoration and enhancement of the landscaping areas impacted by the capital project based on additional design and construction costs agreed to by SPIMD.

5. Full written disclosure, and concurrence by SPIMD, of any contingencies, conditions, or reimbursement agreements attendant to 1 above.

6. Written acknowledgement by the Applicant and the other Participants of their intent to continue to provide a pro rata funding share of DSEDP, TMA programs/projects for the foreseeable future.

7. Provision of an Intergovernmental Agreement between the Applicant and SPIMD inclusive of the above and acceptable to SPIMD.

Executed on behalf of the Board of Directors of the Southeast Public Improvement Metropolitan District this 16<sup>th</sup> day of June, 2015.

By:   
President and Chairman of the Board

cc's to: TMA Chairman/Exec Director  
SPIMD Board

## **EXHIBIT C**

Attached is a copy of the Bid Summary

$$\begin{aligned} & \mathcal{H}_2 = \{1/q\} \\ & \mathcal{H}_3 = \{a^2, ab_2\} \\ & \mathcal{H}_4 = \{a^3, ab_1a^2, ab_2a^2, a^2b_1\} \\ & \mathcal{H}_5 = \{a^4, ab_1a^3, ab_2a^3, a^2b_1a^2, a^2b_2\} \\ & \mathcal{H}_6 = \{a^5, ab_1a^4, ab_2a^4, a^2b_1a^3, a^2b_2a^2, a^3b_1\} \\ & \mathcal{H}_7 = \{a^6, ab_1a^5, ab_2a^5, a^2b_1a^4, a^2b_2a^3, a^3b_1a^2, a^3b_2\} \\ & \mathcal{H}_8 = \{a^7, ab_1a^6, ab_2a^6, a^2b_1a^5, a^2b_2a^4, a^3b_1a^3, a^3b_2a^2, a^4b_1\} \\ & \mathcal{H}_9 = \{a^8, ab_1a^7, ab_2a^7, a^2b_1a^6, a^2b_2a^5, a^3b_1a^4, a^3b_2a^3, a^4b_1a^2, a^4b_2\} \\ & \mathcal{H}_{10} = \{a^9, ab_1a^8, ab_2a^8, a^2b_1a^7, a^2b_2a^6, a^3b_1a^5, a^3b_2a^4, a^4b_1a^3, a^4b_2a^2, a^5b_1\} \\ & \mathcal{H}_{11} = \{a^{10}, ab_1a^9, ab_2a^9, a^2b_1a^8, a^2b_2a^7, a^3b_1a^6, a^3b_2a^5, a^4b_1a^4, a^4b_2a^3, a^5b_1a^2, a^5b_2\} \end{aligned}$$

# EXHIBIT C (page 2 of 2)

## Project Financial Statement

16602 STU 0252-399  
I-25 LINCOLN TO COUNTY LINE:  
DOUGLAS  
4R - Reconstruction - Added Capacity

0 Miles Units: M  
Awarded to: INTERSTATE HIGHWAY CONSTRUCTION  
07/28/2014 Construction Start Date: 08/18/2014  
375 Work Days

Run Date/Time: 03/11/2015\_07:55:44  
RE: DOLE GREBENIK  
RE Orign Code: 1141  
PE: JAMES MOREAU

PROJECT ALLOTMENT	AWARD	CURRENT	TRANS COMM ACTION (TCA)		
(1) Award Allotment		39,464,317.35	[26] 37,055,000.00		
(2) Total Adjustments		(224,579.35)			
(3) Allotment [1+2]	39,464,318.00	39,239,738.00			
(4) Contract Bid Amount	26,867,019.80	26,867,019.60			
<b>CONSTRUCTION</b>					
	AWARD	CURRENT	PROJECT COMMITMENT AMOUNT		
F/A Survey Monumentation	5,000.00		Current		
F/A ROW Monumentation	5,000.00		[7] Projected		
F/A Asphalt Cement Cost Adjustment	7,300.00		Difference		
F/A On-The-Job Trainee	8,320.00		28,430,467.04		
F/A Partnering	10,000.00		(28,430,467.04)		
F/A Pavement Surface Course Maintenance	10,000.00				
F/A Sprinklers	10,000.00				
F/A DRB Standing Committee	15,000.00				
F/A Asphalt Pavement Incentive	20,000.00				
F/A Obtain Power from Xcel Energy	20,000.00				
F/A Erosion Control	50,000.00				
F/A Roadway Smoothness Incentive	110,000.00				
F/A Fuel Cost Adjustment	130,000.00				
F/A Concrete Pavement Incentive	210,000.00				
F/A Minor Contract Revisions	1,000,000.00				
[5] Total Plan F/A - Inc MCR & anticipated CMO	1,610,620.00	1,610,620.00			
CMOs		(111,743.11)			
Overs/(Unders) - Inc Bid Items, CMOs and Plan F/A		64,570.55			
[6] Total CMOs & Overs/(Unders)		(47,172.56)			
[7] Project Commitment Amount [4+5+6]	28,477,639.60	28,430,467.04	47,172.56		
[8] Less CE Bid and CE F/A Items	(42,600.00)	(42,600.00)	47,172.56		
[9] Planned Contract Expenditures					
[10] Subtotal Contractor [3300] [7+8+9]	28,435,039.60	28,387,867.04	47,172.56	7,623,341.23	20,811,698.37
[11] Third Party F/A					
[12] Furnished Materials					
[13] Subtotal Construction [33xx] [10+11+12]	28,435,039.60	28,387,867.04	47,172.56	7,623,341.23	20,811,698.37
<b>CONSTRUCTION ENGINEERING (CE)</b>					
CE Pool Eligible					
CE (Fed Aid-CDOT/CE Pool)	2,843,503.86	2,838,788.70	4,717.26	762,334.13	
CE (Fed Aid-Inc Bid, F/A & Consultant)					
CE (Fed Aid-Indirects)	2,849,475.32	2,844,748.18	4,727.16	763,935.01	
Liquidated Damages Credited to CE Pool (P)					
[14] Total Fed Aid CE Charges [32xx+3980]	5,692,979.28	5,683,536.86	9,444.42	1,526,269.14	
CE (NFA-CDOT/CE Pool)					2,081,169.83
CE (NFA-Inc Bid Items, F/A & Consultant)					
CE (NFA-Indirects) (i.e. balance of overhead)	591,164.47	590,163.76	980.71	158,489.28	2,518,215.51
Liquidated Damages Credited to CE Pool (N)					
[15] Total NFA CE Charges [32xx + 3980]	591,164.47	590,163.76	980.71	158,489.28	4,599,385.34
[16] Total CE and Indirect Charges [14+15]	6,284,143.75	6,273,700.62	10,425.13	1,684,758.42	4,599,385.34
[17] Other-Inc Trng, Audit, Legal, Eligible Indirects					
[18] Total Phase C [13+16+17]	34,719,183.35	34,681,566.66	57,597.69	9,308,089.65	25,411,083.71
<b>NON CONSTRUCTION</b>					
Env (CDOT) (Fed Aid- Directs & Indirects)					
Env (Consultants) (Fed Aid -Directs & Indirects)					
Env(CDOT) (NFA- Directs & Indirects)					
Env (Consultants) (NFA - Directs & Indirects)					
[19] Total Phase E [3030]					
Design (CDOT) (Fed Aid- Directs & Indirects)				1,563.62	
Design (Consultants) (Fed Aid -Directs & Indirects)					
Design(CDOT) (NFA- Directs & Indirects)	1,561,750.00	1,561,750.00		1,418,869.58	
Design (Consultants) (NFA- Directs & Indirects)	1,463,250.00	1,463,250.00		1,463,249.99	
[20] Total Phase D [3015+3020]	3,025,000.00	3,025,000.00		2,881,683.19	8,290.69
Right of Way (Fed Aid - Directs & Indirects)				5,703.00	
Right of Way (NFA - Directs & Indirects)	1,600,000.00	1,600,000.00		1,458,110.27	
[21] Total Phase R	1,600,000.00	1,600,000.00		1,463,813.27	9,117.90
Thrd Party RnR(3987), Util(3988), Audit (3989), Ind(3999)	120,134.00	120,134.00		57,839.66	
[22] Total Phase U	120,134.00	120,134.00		57,839.66	25,682.29
Miscellaneous (Direct & Indirect)					
[23] Total Phase M					
[24] Total Non-Constr. Costs [19+20+21+22+23]	4,745,134.00	4,745,134.00		4,403,336.12	43,089.98

### COMMENTS

06-26-2014 Bid #1, TN, R1 project STU 0252-399 (16602) was awarded today to Interstate Highway Construction. The contact person for this contractor is Greg Scott and he can be reached at 303-790-9100.  
07-28-2014 TN