

RESOLUTION NO. R – 019 - 011

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

**A RESOLUTION APPROVING THE SECOND AMENDMENT TO  
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONE TREE AND  
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE  
OF COLORADO, REGARDING FINANCIAL CONTRIBUTION TOWARD THE COUNTY  
LINE ROAD / I-25 OPERATIONAL IMPROVEMENTS PROJECT,  
DOUGLAS COUNTY PROJECT NUMBER CI 2010-013**

**WHEREAS**, the Board of County Commissioners of the County of Douglas (the “County”) and the City of Lone Tree (the “City”), desire to enter into an amendment to an intergovernmental agreement regarding funding for the Phase 2B Improvements associated with the County Line Road / I-25 Operational Improvements Project, located on the west side of I-25; and

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

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

**BE IT RESOLVED**, BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, that the amendment to the intergovernmental agreement between the Board of County Commissioners of the County of Douglas and the City, 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 12 day of February, 2019, in Castle Rock, Douglas County, Colorado.

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

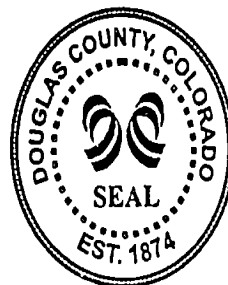
BY: Lora L. Thomas

**LORA L. THOMAS, Chair**

**ATTEST:**

Emily Wrenn

**Emily Wrenn, Clerk to the Board**



**SECOND AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF LONE TREE AND THE BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO,  
REGARDING FINANCIAL CONTRIBUTION TOWARD THE COUNTY LINE  
ROAD / I-25 OPERATIONAL IMPROVEMENTS PROJECT,  
DOUGLAS COUNTY PROJECT NUMBER CI 2010-013**

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("Amendment No. 2") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Lone Tree, Colorado, a Colorado home rule municipality (the "City"), and the Board of County Commissioners of Douglas County, State of Colorado, (the "County"), hereinafter collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the Parties entered into the original Intergovernmental Agreement dated May 17, 2017 (the "Agreement") concerning the design and construction of certain improvements for County Line Road which are located on the west side of I-25, known in the Agreement as the "Overall Improvements West of I-25"; and

WHEREAS, the Parties anticipated the Overall Improvements West of I-25, would be implemented utilizing multiple construction phases, with some of these improvements being constructed beginning in 2017 and other improvements anticipated to be constructed in 2018 and 2019. Corridor stakeholders recommended multiple construction phases be used to minimize impacts to the traveling public; and

WHEREAS, in the fall of 2017 the Parties substantially completed construction of the Phase 1A Initial Improvements; and

WHEREAS, the Parties previously executed an amendment for this Agreement on April 10, 2018 (Amendment No. 1) related to the Phase 2A Improvements that were substantially completed in the fall of 2018; and

WHEREAS, the Parties anticipate funding one additional construction phase to complete the Overall Improvements West of I-25, and the remaining anticipated work is known as **Phase 2B Improvements**; and

WHEREAS, the Parties now intend to proceed with certain improvements that will be constructed in 2019 which are hereinafter referred to as the "**Phase 2B Improvements**", as generally depicted on the attached **Exhibit A**; and

WHEREAS, the Parties now agree to amend the Agreement in order to advance the construction of the **Phase 2B Improvements**; and

WHEREAS, in accordance with the terms and conditions stated in this **Amendment No. 2**, the County is willing to contribute additional funding for the design and construction associated with the **Phase 2B Improvements**; and

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

1. **Acknowledgment and Incorporation of Recitals.** The foregoing recitals are hereby acknowledged by the Parties to be true and correct and are incorporated into this **Amendment No. 2**.

2. **Term.** The Term of the Agreement shall be extended until twelve (12) months following completion of construction of the **Phase 2B Improvements**.

3. **City Responsibilities and Contribution for Phase 2B Improvements.**

The City and County, through their consultants, have estimated the total construction costs for the **Phase 2B Improvements** to be **One Million Six Hundred and Fifty Thousand Dollars and No Cents (\$1,650,000.00)**, hereinafter referred to as the "**Phase 2B Cost Estimate**".

By separate agreement, the City is responsible for collecting the lump sum contribution, (\$250,000.00), from the City of Centennial, ("Centennial"), as payment for constructing a portion of the **Phase 2B Improvements**.

The City agrees to manage all aspects of the construction of the **Phase 2B Improvements**. Except as expressly provided in **Section 4**, below, the City shall be responsible for paying for all construction costs for the **Phase 2B Improvements**, including any cost in excess of the **Phase 2B Cost Estimate**.

Following the City advertising and opening the bids, the City shall provide the County a written notice of their intent to award construction contract(s) necessary to complete the **Phase 2B Improvements**. Following award of said contracts, the City shall send an invoice via email to the County Engineering representative (Art Griffith, Douglas County Department of Public Works Engineering, Transportation Capital Projects Manager) at [agriffit@douglas.co.us](mailto:agriffit@douglas.co.us) and said invoice shall include a copy of the bid tabulations and state that the City has awarded the necessary construction contract(s) to complete the **Phase 2B Improvements**.

Within sixty (60) days after final acceptance of the work, the City shall provide the County with a written summary of all construction costs incurred by the City for the **Phase 2B Improvements**, and provide the County with copies of applicable construction documents and expenditures.

Additionally, within sixty (60) days after final acceptance of the **Phase 2B Improvements**, the City shall provide the County with a written statement identifying the amount of any unused Excess Funds (defined hereinbelow) to be repaid to the County. In calculating the amount of Excess Funds to be refunded to the County, the Phase 2B actual costs shall be used and adjusted by first subtracting the \$250,000.00 lump sum contribution from the City of Centennial that the City is responsible for collecting. The City shall remit payment of such unused excess funds to the County within 90 days of final acceptance of the **Phase 2B Improvements**.

4. **County Responsibilities and Contribution for Phase 2B Improvements.**

The County has contracted with several consultants in order to provide professional services needed to advance the design and construction of the Overall Improvements West of I-25; and the County agrees to pay those consultants directly with whom the County has contracted, including the services provided to the County associated with advancing the **Phase 2B Improvements**, and these additional project costs are not part of the County contribution identified in this agreement or amendment.

Prior to execution of **Amendment No. 2**, the County total contribution provided to the City for the Phase 1A Improvements and Phase 2A Improvements equals \$3,860,000.00 (which currently includes \$397,490.00 in excess funds).

As part of this **Amendment No. 2**, the County agrees to pay to the City an amount not to exceed **One Million Four Hundred Thousand Dollars and no Cents (\$1,400,000.00)**, for the **Phase 2B Improvements**, hereinafter referred to as the "**County Phase 2B Contribution**". Absent an express written amendment to the Agreement, the County will not be liable for paying the City any additional amount in excess of the **County Phase 2B Contribution**, including for any unforeseen project costs or claims.

Furthermore, the County hereby authorizes the City to apply the excess funds from the Phase 1A Initial Improvements and the Phase 2A Improvements to the costs of the **Phase 2B Improvements**. The City and County currently estimates the excess funds (after the Phase 1A Improvements and the Phase 2A Improvements were substantially completed) to be **\$397,490.00**. Therefore, the remaining **County Phase 2B Contribution** payable to the City shall not exceed **One Million Two Thousand Five Hundred and Ten Dollars and No Cents (\$1,002,510.00)**.

The remaining amount of the **County Phase 2B Contribution, (\$1,002,510.00)**, is payable to the City within twenty (20) days after the County has received a written invoice from the City which includes a statement that the City has awarded a construction contract to build all of the **Phase 2B Improvements**.

With approval of **Amendment No. 2**, the County total contribution to the City for the Overall Improvements West of I-25 shall not exceed **\$4,862,510**.

The **County Phase 2B Contribution** shall be used by the City for constructing the **Phase 2B Improvements** and will be used for no other purpose unless agreed to by both Parties in writing.

5. **Time of Performance.** Upon execution of this Amendment by both Parties, the City shall diligently pursue award of construction contract(s) and construction of the **Phase 2B Improvements**. The City anticipates the **Phase 2B Improvements** will be substantially completed and open to traffic before **October 1, 2019**.

6. **Remedies.** The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available, including a return of the funds described in **Section 4** of this Amendment if actual construction of the **Phase 2B Improvements** does not commence by **July 1, 2019**, unless agreed to in writing by both Parties. This Section shall survive the termination of this Amendment.

7. **No Other Modifications.** Except as provided herein, all other terms and conditions of the Agreement, as amended by Amendment No. 1, remains in full force and effect.

[signature page follows]

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

CITY OF LONE TREE, COLORADO

\_\_\_\_\_  
Jacqueline A. Millet, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jay Robb  
City Clerk

\_\_\_\_\_  
Linda Michow  
City Attorney

BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY

\_\_\_\_\_  
Lora L. Thomas, Chair

ATTEST:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Emily Wrenn,  
Clerk to the Board

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

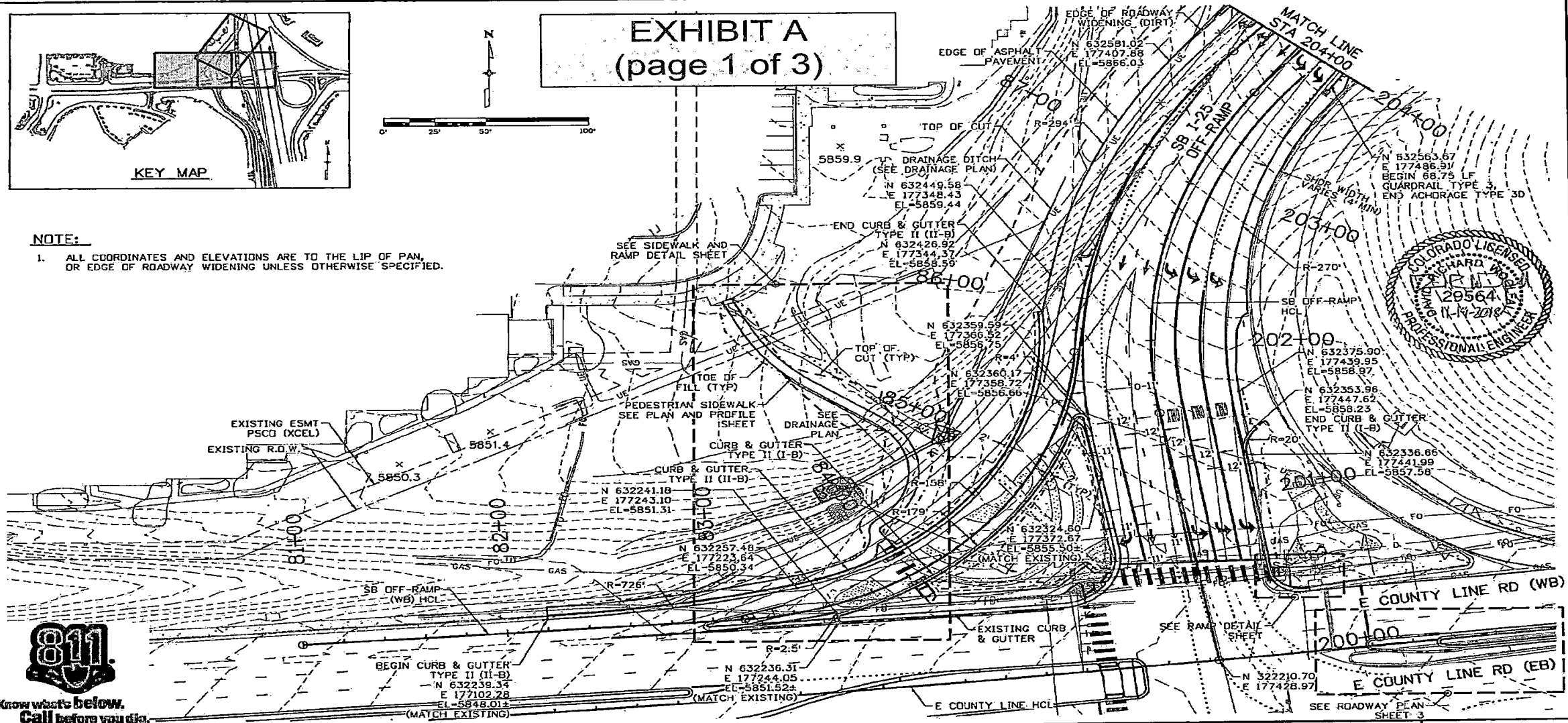
APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

\_\_\_\_\_  
Chris Pratt,  
Senior Assistant County Attorney

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


Attachment: Resolution-Amend-2-w-Exhibits-combined-feb-12-2019 (5329 : Resolution, 2nd Amendment to IGA with Lone Tree. Financial




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User: MORGENTHAU, David

Print Date: 11/19/2018
File Name:
Horiz. Scale: 1:50
Vert. Scale: As Noted
<b>RS&amp;H</b>
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Sheet Revisions		
Date:	Comments	Init.



Douglas County Government  
Public Works Engineering  
100 Third Street, Suite 220  
Castle Rock, CO 80104

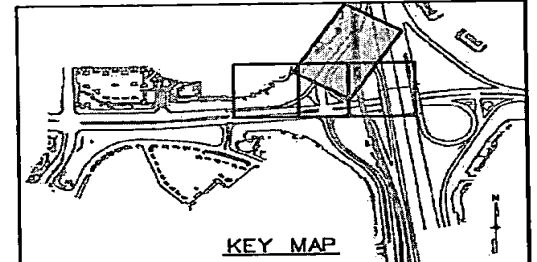
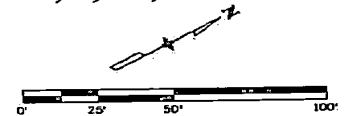


CITY OF LONE TREE  
City of Lone Tree  
9220 Kimmer Drive  
Lone Tree, CO 80124

As Constructed		COUNTY LINE ROAD IMPROVEMENTS I-25 SB OFF-RAMP PHASE 2B - ROADWAY PLAN		Project No./Code
No Revisions:		Designer: C. LIM	Structure Numbers	CI 2010-013
Revised:		Detailer: C. LIM		
Void:		Sheet Subset: PLAN	Subset Sheets: 1 of 3	Sheet Number 20

NOTES:

1. ALL COORDINATES AND ELEVATIONS ARE TO THE LIP OF PAV, OR EDGE OF ROADWAY WIDENING, UNLESS OTHERWISE SPECIFIED.
2. REFER TO THE NORMAL ROADSIDE INSTALLATION STANDARD FOR GUARDRAIL INSTALLATION DETAILS.



KEY MAP

[illegible]

**Know what's below.  
Call before you dig.**

Print Date: 11/19/2018
File Name:
Horiz. Scale: 1:50      Vert. Scale: As Noted

**RS&H**

**TSIOUVARAS SIMONS HOLDERNESS**

### Sheet Revisions

Date:	Comments:	Init.



Douglas County Government  
Public Works Engineering  
100 Third Street, Suite 220  
Castle Rock, CO 80104



CITY OF LONE TREE  
City of Lone Tree  
9220 Kimmer Drive  
Lone Tree, CO 80124

As Constructed

**No Revisions:**

Revised:

**Void:**

COUNTY LINE ROAD IMPROVEMENTS  
I-25 SB OFF-RAMP  
PHASE 2B - ROADWAY PLAN

Designers:	C. LIM	Structure	
Detailers:	C. LIM	Numbers	
Sheet Subset:	PLAN	Subset Sheets:	2- of 3

Project No./Code

CI 2010-013

Sheet Number 21

**Packet Pg. 589**

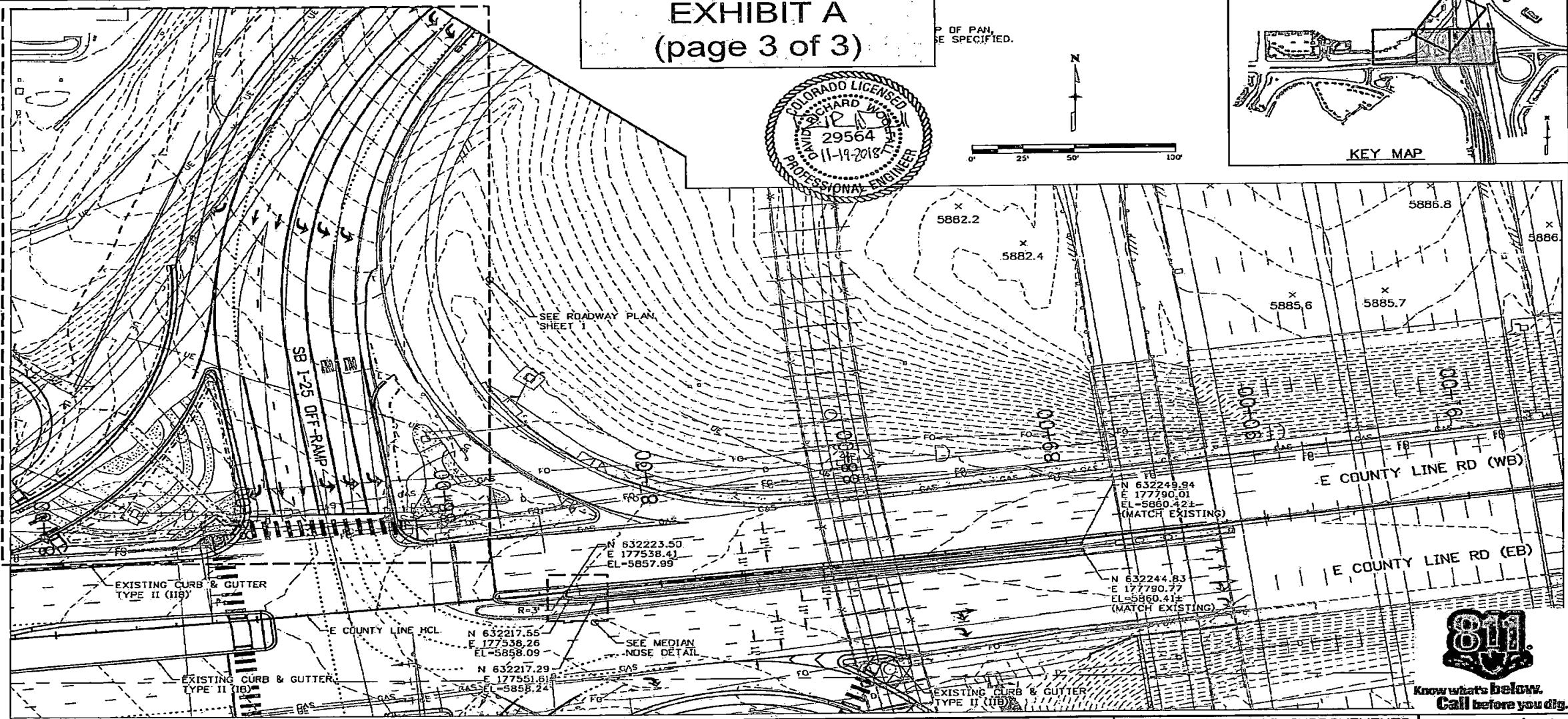
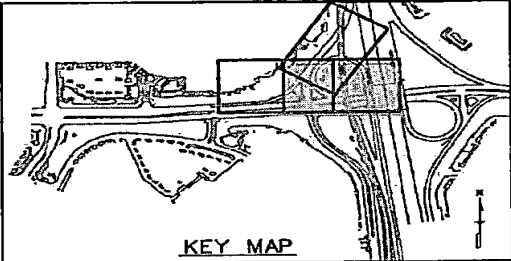
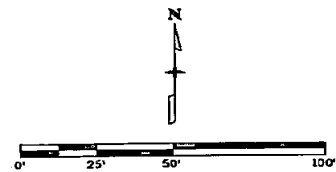
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EXHIBIT A  
(page 3 of 3)



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E SPECIFIED.



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Sheet Revisions		
Date:	Comments	Init.

Douglas County Government  
Public Works Engineering  
100 Third Street, Suite 220  
Castle Rock, CO 80104

CITY OF LONE TREE  
City of Lone Tree  
9220 Kimmer Drive  
Lone Tree, CO 80124

As Constructed  
No. Revisions:  
Revised:  
Void:

COUNTY LINE ROAD IMPROVEMENTS  
E COUNTY LINE ROAD  
PHASE 2B - ROADWAY PLAN

Designer:	C. LIM	Structure
Detailer:	C. LIM	Numbers
Sheet Subset:	PLAN	Subset Sheets: 3 of 3

Project No./Code
CI 2010-013
Sheet Number
22

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