INTERGOVERNMENTAL AGREEMENT CONCERNING COST SHARING FOR A CAPITAL IMPROVEMENT PAVING PROJECT ON COUNTY LINE ROAD

This Agreement (the "Agreement") is made, effective as of **February 1, 2025** (the "Effective Date") by and between the **CITY OF CENTENNIAL**, a Colorado home rule municipality, ("Centennial") and the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, a body corporate and politic (the "County"), 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, Centennial intends to conduct a Capital Improvement project to mill and overlay County Line Road between South Quebec Street and South Chester Street generally as shown on the map in **Exhibit A** (the "Project"); and

WHEREAS, the Project primarily includes locations within Centennial and Lone Tree with a small portion at the southwest corner of South Quebec Street and County Line Road within the boundaries of the County; and

WHEREAS, it is both efficient and desirable for Centennial to complete that portion of the Project within the County; and

WHEREAS, Centennial has agreed to be the manager and contract administrator for the Project, and to develop and construct the Project and will be responsible for obtaining payment from the City of Lone Tree and Douglas County for any work performed within their boundaries; and

WHEREAS, the County has agreed to pay for Centennial for the portion of the Project within its boundaries as outlined in this Agreement; and

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

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. <u>Purpose.</u>

The purpose of this Agreement is to memorialize the Parties' agreement for the County to pay for the costs of the Project on that portion of County Line Road south of the centerline west of the corporate boundaries of the City of Lone Tree (the "County Work").

2. <u>Estimated Project Costs.</u>

The Parties agree that the total eligible costs associated with the County Work portion

of the Project are estimated at Forty-One Thousand Seven Dollars and 10/100 (\$41,007.10) or 2.0% of the total costs based on the bid form attached as Exhibit B ("Estimated Project Costs").

The actual cost to complete the Project shall be the "Actual Project Cost" based on actual built quantities from the items listed in **Exhibit B** and any changes to the Project requested by the County and approved by both Parties.

3. <u>Accounting.</u>

Following completion of the Project and conditional acceptance thereof by Centennial, Lone Tree and the County, Centennial shall provide the County with a final accounting showing the Actual Project Costs. In the event the County disputes any of the costs, the County shall notify Centennial within thirty (30) days. Centennial shall have thirty (30) days to review the records to verify the costs and provide the County with a final cost reconciliation.

4. Additional Work, and Cost Overruns/ Underruns.

- a. The County may request the Centennial include additional work to the Project which is not contemplated to be included in the County Work. Centennial will work with the contractor to determine the cost of that request. Centennial will provide the estimated costs to the County for the additional work. If the County agrees to the additional costs in writing, Centennial will work with the contractor to include the additional work. the County must pay Centennial within thirty (30) days of receiving an approved change order to include the additional work requested by the County.
- b. The Actual Project Costs may exceed the Estimated Project Costs using the pricing in Table 1. the County will pay Centennial the difference between the Actual Project Costs and the Estimated Project Costs as provided in paragraph 5 below.
- c. If the Actual Project Costs are less than the Estimated Project Costs, Centennial agrees to reimburse the County the difference within forty-five (45) days of the final accounting for the Project.

5. <u>County Payments.</u>

- a. The County agrees to pay Centennial the Estimated Project Costs within thirty (30) days of the Effective Date of this Agreement.
- b. Unless a dispute is raised concerning the final accounting as provided in Paragraph 3, the County agrees to pay Centennial within 30 days after Centennial submits an invoice for the Actual Project Costs.

6. <u>Project Implementation.</u>

Centennial will administer the Project, inclusive of the contracting and management of any necessary consultants and contractors to perform the work necessary to complete the Project.

Centennial 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. Centennial shall not issue final payment to its contractor or release retainage until it receives written acceptance of the Project by the County. The County must review the Project within a reasonable time when so requested by Centennial.

7. <u>Insurance</u>.

- a. Centennial shall ensure that the construction contractor hired to perform work on the Project includes the County as an additional insured. the County has the right to request written documentation showing that the construction contractor has named the County as an additional insured.
- b. Centennial and the County shall insure themselves separately against liability, loss and damages arising out of the operation of and performance under this Agreement by their employees, consultants, and elected officials.

8. <u>Term of Agreement and Termination</u>.

This Agreement shall be effective as of the Effective Date identified above and shall terminate upon the completion and close out of the Project but no later than December 31, 2025.

9. <u>Assignment.</u>

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.

10. <u>Representatives.</u>

a. County Representative.

The County hereby designates: **Amy Strouthopoulos** as the County's representative to coordinate all communication with Centennial related to the Project, including issues arising under this Agreement.

b. <u>City Representative</u>.

Centennial hereby designates: **Patrick Gunn**, Street Rehabilitation Program Manager (with an email address of pgunn@centennialco.gov) as Centennial's representative to coordinate all communication with the County related to the Project, including issues arising under this Agreement.

11. <u>Notice</u>.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

County:	Amy Strouthopoulos Douglas County Department of Public Works 100 Third Street, Suite 220 Castle Rock, CO 80104 (303) 660-6284 E-mail: astrouthopoulos@douglas.co.us
With a copy to	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 (303) 660-7414 E-mail: attorney@douglas.co.us
Centeni	ial: City Manager City of Centennial 13133 E. Arapahoe Rd. Centennial, CO 80112

With a copy to:	City Attorney
	City of Centennial
	13133 E. Arapahoe Rd.
	Ste. 100
	Centennial, CO 80112

12. <u>Miscellaneous</u>.

- a. It is the intention of the Parties that the County and Centennial shall be, and remain, independent contractors. 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.
- b. 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 Arapahoe County, Colorado.
- c. This Agreement shall inure to the benefit of, and be binding upon, the parties to this Agreement and the irrespective successors and permitted assigns. This Agreement is solely between and for the benefit of Centennial and the County, and no design consultant, contractor, any subcontractor nor any other person is a third-party

beneficiary to or under this Agreement.

- d. 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 above.
- e. 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.
- f. Centennial and the County 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.
- g. Article X, Section 20/TABOR. The Parties understand and acknowledge that the County and Centennial of Centennial are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR as no future appropriation of funds beyond the current fiscal year is anticipated or expected. Notwithstanding anything in this Agreement to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds for such party beyond the term of the party's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the individual paying party and other applicable law.
- h. Both the County and Centennial, 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.
- i. No elected official, director, officer, agent or employee of Centennial or of the County 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.
- j. 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

addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

- k. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- 1. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.
- m. Neither the Centennial nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.
- n. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the County and Centennial and bind their respective entities.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement Concerning Cost Sharing for a Capital Improvement Project on County Line Road effective as of the day and year first above written.

[Signature Page to Follow]

CITY OF CENTENNIAL

By: Matt Sturgeon, City Manager

ATTEST:

APPROVED AS TO FORM:

_____By:__

By:

By: City Clerk or Deputy City Clerk

City Attorney's Office

Department Responsible for Administration of Contract: Public Works Department

DOUGLAS COUNTY

 $By: \mbox{ Abe laydon, chair }$

N/A

For Coxpex Andres

APPROVED AS TO CONTENT:

ATTEST:

zeke

Lynch,

Janet Herman, P.E.

P.E. on behalf of APPROVED AS TO FORM (excluding exhibits):

By: County Clerk and Recorder Hayley Hall

APPROVED BY DEPARTMENT OF PUBLIC WORKS

4/8/2025

Ecke Lynch B477B17498F24DA...

Janet Herman, P.E., Director of Public Works

APPROVED AS TO FISCAL CONTENT

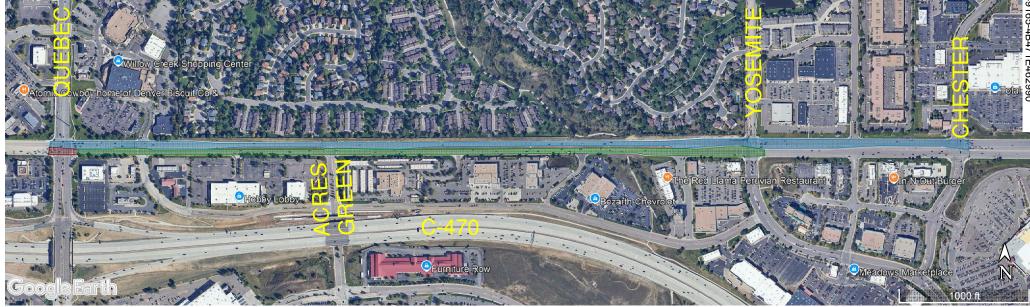
ANDREW COPLAND, Director of Finance

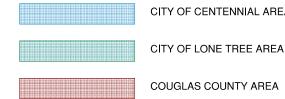
DOUGLAS J. DEBORD, County Manager

APPROVED AS TO LEGAL FORM:

CHRIS PRATT, Sr. Asst. County Attorney

EXHIBIT A





CITY OF CENTENNIAL AREA



COUGLAS COUNTY AREA

				(11111100						
ltem No.	Item	Unit	Centennial Estimated Ouantity	Lone Tree Estimated Ouantity	Douglas County Estimated Ouantity	Estimated Ouantity		Unit Cost	-	Extended Cost
1	SMA (GR SX)	TON	6,207	4,506	202	10,915	÷	129.18	÷	1,409,999.70
2	ASPHALT MILLING 3"	SΥ	35,810	26,002	1,167	62,979	\$	3.69	÷	232,392.51
б	PATCHING	TON	124	90	4	218	÷	156.32	Ş	34,077.76
4	RESET R PT	EACH	1	1	0	2	÷	198.69	÷	397.38
5	FULL ADJ WATER VALVE (RING)	EACH	S	S	0	10	\$	503.52	Ś	5,035.20
9	FULL ADJ MANHOLE (RING)	EACH	4	ę	0	7	\$	866.68	÷	6,066.76
7	4" WHITE EPOXY PVMT MKG	LF	4,300	1,825	50	6,175	\$	0.69	Ś	4,260.75
8	8" WHITE EPOXY PVMT MKG	LF	4,243	1,190	110	5,543	\$	1.38	÷	7,649.34
6	4" DOUBLE YELLOW EPOXY PVMT MKG	LF	500	500	0	1,000	\$	1.38	Ś	1,380.00
10	4" WHITE TEMP PVMT MKG	LF	2,000	5,100	100	7,200	\$	0.35	÷	2,520.00
11	8" WHITE TEMP PVMT MKG	LF	17,200	7,280	220	24,700	\$	0.69	÷	17,043.00
12	4" DOUBLE YELLOW TEMP PVMT MKG	LF	17,000	2,000	0	19,000	÷	0.69	Ş	13,110.00
13	PREFORMED THERMO PVMT MKG	SF	2,100	1,830	324	4,254	\$	14.66	÷	62,363.64
14	ONLY SYMBOL	EACH	1	7	0	3	÷	602.04	÷	1,806.12
15	RIGHT OR LEFT-TURN SYMBOL	EACH	24	8	0	32	÷	429.23	÷	13,735.36
16	MERGE ARROW	EACH	2	0	0	2	\$	964.03	÷	1,928.06
17	UTC PRIVATE	HR	114	83	4	200	÷	198.45	÷	39,690.00
18	VARIABLE MESSAGE BD	DAY	34	25	1	60	÷	80.62	÷	4,837.20
19	CAR TOWING	EACH	1.0	0.0	0.0	1	S	227.59	÷	227.59
20	FORCE ACCOUNT	MUST	28,430	20,643	926	50,000	÷	1.00	÷	50,000.00
21	TRAFFIC CONTROL	MSUL	0.57	0.41	0.02	1	÷	121,158.36	÷	121,158.36
22	MOBILZATION	MUST	0.57	0.41	0.02	1	÷	46,500.00	÷	46,500.00
		TOTALS	\$ 1,186,260.69	\$ 848,910.93	\$ 41,007.10					
		%	57.1%	40.9%	2.0%					
					SCHE	SCHEDULE B TOTAL:		\$2,076,178.72	78.72	

SCHEDULE B - COUNTY LINE ROAD (WB CHESTER TO QUEBEC / EB QUEBEC TO YOSEMITE)

EXHIBIT B

From:	Patrick Gunn
To:	Daniel Roberts
Cc:	angie.drumm@state.co.us; Amy Strouthopoulos
Subject:	RE: Centennial / Lone Tree - 2025 Mill and Overlay of County Line Road
Date:	Monday, February 10, 2025 2:02:03 PM
Attachments:	<u>image003.png</u> 2025 Schedule B CLR Estimate 20250207 - MM Numbers.xlsx

Team – I coordinated a few things with MM over the past week or so and they came back with some adjusted numbers for the CLR schedule.

Note that the adjustments were in TC and Mob. Sorry for the tweaks to the numbers.

Again let me know if you have any concerns related to the attached.

Centennial Estimated Quantity	Lone Tree Estimated Quantity	Douglas County Estimated Quantity
6,207	4,506	202
35,810	26,002	1,167
\$ 1,186,260.69	\$ 848,910.93	\$ 41,007.10
57.1%	40.9%	2.0%

Thanks! Patrick

> Enternial Driven to provide exceptional service to the community

Patrick Gunn

CIP and Street Rehab Manager | City of Centennial 7272 S. Eagle St. Centennial, CO 80112 Main: (303) 325-8000 | Direct: (303) 325-8032 | Mobile: (847) 863-5026

pgunn@centennialco.gov centennialco.gov From: Daniel Roberts <drroberts@douglas.co.us>
Sent: Thursday, January 30, 2025 5:16 PM
To: Patrick Gunn <pgunn@centennialco.gov>
Cc: angie.drumm@state.co.us; Amy Strouthopoulos <astrouthopoulos@douglas.co.us>
Subject: FW: Centennial / Lone Tree - 2025 Mill and Overlay of County Line Road

Patrick – numbers are fine with us.

Adding Amy to the string, she will be taking this over for me.

Thanks!

Daniel R. Roberts, P.E. | Assistant Director, Operations Douglas County Department of Public Works Address | 100 Third St., Castle Rock, CO 80104 Direct | 303.663.6284 Main | 303-660-7490 Email | drroberts@douglas.co.us

From: Patrick Gunn <<u>pgunn@centennialco.gov</u>>
Sent: Tuesday, January 28, 2025 4:16 PM
To: Angela Hager <<u>Angela.Hager@cityoflonetree.com</u>>; Daniel Roberts <<u>drroberts@douglas.co.us</u>>
Subject: Re: Centennial / Lone Tree - 2025 Mill and Overlay of County Line Road

Hey Team - I wanted to share the MM bid that we recieved yesterday with everyone's numbers dialed in.

Please review and let me know if you have any questions or comments.

Note that the overall prices were up due toa few unit costs being higher than anticipated, mainly Mob and TC.

Centenial + 25K Lone Tree + 20K Douglas County + 2K

Please take a look and let me know what you think.

Dan - do you want to get Amy on this email chain?

Thanks!

Patrick



Patrick Gunn

CIP and Street Rehab Manager | City of Centennial 7272 S. Eagle St. Centennial, CO 80112

Main: (303) 325-8000 | Direct: (303) 325-8032 |

Mobile: (847) 863-5026 pgunn@centennialco.gov centennialco.gov

From: Angela Hager <<u>Angela.Hager@cityoflonetree.com</u>>
Sent: Friday, January 10, 2025 8:48 AM
To: Daniel Roberts <<u>drroberts@douglas.co.us</u>>; Patrick Gunn <<u>pgunn@centennialco.gov</u>>
Subject: RE: Centennial / Lone Tree - 2025 Mill and Overlay of County Line Road

Looks good Patrick. Thank you for this collaboration!

Angie



Angela S. Hager, P.E., Ph.D.

Senior Project Engineer Public Works - Engineering

Direct: 720-509-1241 Cell: 720-413-2043

From: Daniel Roberts <<u>drroberts@douglas.co.us</u>> Sent: Thursday, January 9, 2025 1:17 PM To: Patrick Gunn <<u>pgunn@centennialco.gov</u>>; Angela Hager <<u>Angela.Hager@cityoflonetree.com</u>> Subject: RE: Centennial / Lone Tree - 2025 Mill and Overlay of County Line Road Works for me.

Daniel R. Roberts, P.E. | Assistant Director, Operations
Douglas County Department of Public Works
Address | 100 Third St., Castle Rock, CO 80104
Direct | 303.663.6284 Main | 303-660-7490
Email | drroberts@douglas.co.us

From: Patrick Gunn <<u>pgunn@centennialco.gov</u>> Sent: Thursday, January 9, 2025 12:49 PM To: Angela Hager <<u>Angela.Hager@cityoflonetree.com</u>>; Daniel Roberts <<u>drroberts@douglas.co.us</u>> Subject: RE: Centennial / Lone Tree - 2025 Mill and Overlay of County Line Road

Team – Please find attached the estimate for CLR. See the top line of the OPC to verify the limits of the work.

As we did last year I broke out the UTC, VMS Boards, Force Account, Traffic Control and Mobilization based upon the % Milling SY. When it comes to the use of Force Account, we will be in direct communication depending on the location of the issue.

I have divided the VB and MH adjusts as well as the striping and thermo per your individual jurisdiction. These can easily be measured and attributed to jurisdiction based on location. We will do similar accounting when the project is complete.

I am using the 2024 Unit Costs + 10% and I fully expect that number to be more like 5%.

Let me know if you have any questions or concerns with the costs as you see them.

Thanks!

Patrick



Patrick Gunn

CIP and Street Rehab Manager | City of Centennial 7272 S. Eagle St. Centennial, CO 80112

Main: (303) 325-8000 | Direct: (303) 325-8032 |

Mobile: (847) 863-5026 pgunn@centennialco.gov centennialco.gov

From: Patrick Gunn Sent: Wednesday, January 8, 2025 9:48 AM To: Angela Hager <<u>Angela.Hager@cityoflonetree.com</u>>; Daniel Roberts <<u>drroberts@douglas.co.us</u>> Subject: RE: Centennial / Lone Tree - 2025 Mill and Overlay of County Line Road

Thanks for the quick response!

I'll shoot over an estimate by the end of the week.

We are on a renewal with Martin and Marrietta so they are currently pricing our program, including this work. I spoke with MM this morning and we should have their numbers the last week of January.

I will also have our Legal eagles get the IGA started while they do the same with Lone Tree.

If you need anything else let me know!

Thanks!

Patrick



the community

Patrick Gunn

CIP and Street Rehab Manager | City of Centennial 7272 S. Eagle St. Centennial, CO 80112

Main: (303) 325-8000 | Direct: (303) 325-8032 |

Mobile: (847) 863-5026 pgunn@centennialco.gov centennialco.gov

From: Angela Hager <<u>Angela.Hager@cityoflonetree.com</u>> Sent: Wednesday, January 8, 2025 7:29 AM To: Daniel Roberts <<u>drroberts@douglas.co.us</u>>; Patrick Gunn <<u>pgunn@centennialco.gov</u>> Subject: RE: Centennial / Lone Tree - 2025 Mill and Overlay of County Line Road

Dan, This is great news! Looking forward to working with you, Amy and Patrick on this project Best, Angie



Angela S. Hager, P.E., Ph.D.

Senior Project Engineer Public Works - Engineering

Direct: 720-509-1241 Cell: 720-413-2043

From: Daniel Roberts <<u>drroberts@douglas.co.us</u>> Sent: Tuesday, January 7, 2025 4:45 PM To: Patrick Gunn <<u>pgunn@centennialco.gov</u>> Cc: Angela Hager <<u>Angela.Hager@cityoflonetree.com</u>> Subject: RE: Centennial / Lone Tree - 2025 Mill and Overlay of County Line Road

Yes, it is ours to maintain, and yes, we would like to participate.

Daniel R. Roberts, P.E. | Assistant Director, Operations
Douglas County Department of Public Works
Address | 100 Third St., Castle Rock, CO 80104
Direct | 303.663.6284 Main | 303-660-7490
Email | drroberts@douglas.co.us

From: Patrick Gunn <<u>pgunn@centennialco.gov</u>> Sent: Tuesday, January 7, 2025 4:40 PM To: Daniel Roberts <<u>droberts@douglas.co.us</u>> Cc: Angela Hager <<u>Angela.Hager@cityoflonetree.com</u>> Subject: Centennial / Lone Tree - 2025 Mill and Overlay of County Line Road

Dan – Angela and I have been working to coordinate a mill and overlay program of County Line Road between Quebec and Chester, possibly shorter pending unit costs. We have a 3" Mill and overlay with SMA planned for the limits.

In addition to going E-W within CLR, Centennial will also be taking the limits approximately 250' north within Quebec.

As we coordinated the limits, we noticed that the EB lanes of CLR at Quebec were not within the Limits of Lone Tree or Centennial.

- 1. Can you confirm that the South side of the CLR / Quebec Intersection is Douglas County's to maintain. Attached is a rough sketch.
- 2. Would you like to team up to accomplish the work. We are coordinating an IGA for the work which will be Centennial / Martin Marietta led.

Let me know if you have any questions regarding the above or if you would like to discuss further.

Thanks!

Patrick



Patrick Gunn

CIP and Street Rehab Manager | City of Centennial 7272 S. Eagle St. Centennial, CO 80112

Main: (303) 325-8000 | Direct: (303) 325-8032 |

Mobile: (847) 863-5026 pgunn@centennialco.gov centennialco.gov