

**INTERGOVERNMENTAL AGREEMENT BETWEEN
HIGHLANDS RANCH WATER AND SANITATION DISTRICT AND THE
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS,
STATE OF COLORADO, REGARDING FINANCIAL CONTRIBUTION FOR
THE SHADOW MOUNTAIN WATERLINE REPLACEMENT, DOUGLAS
COUNTY PROJECT NO. CI 2026-003**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2026, by and between the Highlands Ranch Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado, (the "District"), 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 are legally empowered under Section 29-1-201, et seq., C.R.S. to enter into this Agreement; and

WHEREAS, to economize taxpayer resources and minimize disruption to the travelling public, the District and the County desire to cooperate in sharing the construction costs of final paving improvements associated with waterline and sanitary sewer improvements within Highlands Ranch consisting of placing a two-inch overlay on roadways, (the "Project"), as generally depicted on the attached **Exhibit A**; and

WHEREAS, the design and construction of the Project requires final paving improvements (the "Improvements") that would normally be included in the District's project; and

WHEREAS, in accordance with the terms and conditions stated in this Agreement, the County agrees to complete the final paving improvements on behalf of the District, with a portion of the cost of the overlay being paid for by the District and a portion of the cost of the overlay being paid for by the County.

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 Agreement.
2. **Term.** This Agreement shall commence upon execution by both Parties and shall continue until twelve (12) months following completion of construction of the **Improvements**.
3. **County's Responsibilities.**

The County has estimated the total construction costs for the Improvements to be One Hundred Six Thousand Dollars (\$106,000.00), based on the limits shown in **Exhibit A**.

The County agrees to conduct and manage all aspects of the design and construction of the final paving improvements. The County will ensure that the District has access and the ability to inspect the design and construction of the Improvements as necessary to insure adequacy for the District's needs. Except as expressly provided in Section 4, below, the County shall be responsible for paying for all actual construction costs for the Improvements, but the County will provide any construction or contract documentation reasonably deemed necessary by the District to calculate actual costs of the Improvements.

4. **District's Responsibilities and Contribution.**

The District agrees to pay to the County an amount not to exceed Forty Four Thousand Dollars (\$44,000.00), hereinafter referred to as the "District's Contribution". Absent an express written amendment to this Agreement, the District will not be liable for paying the County any amount more than the District's Contribution.

If the County elects to perform additional overlay work to improve the adjacent roadways, the District will only pay an amount proportional to the Improvements necessary for the area that the Project disturbs. The District's estimated share of the cost for the construction of the Improvements is 41.5%. The District's full contribution will be determined by actual moneys paid to the County's overlay contractor for work performed for the Improvements. The District's Contribution will be payable to the County within thirty (30) days after the County has paid the County's paving contractor for the project. The District's Contribution shall be used by the County for constructing the 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 Agreement by both Parties, the County shall diligently pursue construction of the Improvements. The County anticipates that the Improvements will be substantially completed by November 30, 2026.

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 Agreement if actual construction of the Improvements does not commence by November 1, 2026, unless agreed to in writing by both Parties. This Section shall survive the termination of this Agreement.

7. **Notice.** 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.

District: Highlands Ranch Water & Sanitation District
62 Plaza Drive
Highlands Ranch, CO 80129
Attention: Jon Klassen, Project Manager

Douglas County: Douglas County
100 Third Street
Castle Rock, Colorado 80104
Attention: Daniel R. Roberts, P.E.
With an electronic copy sent to attorney@douglas.co.us

8. **Appropriation.** Pursuant to section 29-1-110, C.R.S., any financial obligations of the District and the County contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available on an annual basis.

9. **Additional Documents.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

10. **Colorado Law.** The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado and the Parties waive any right to remove any action to any other court, whether state or federal.

11. **Separate Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

12. **No Third-Party Beneficiaries.** 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 Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

13. **No Waiver of Governmental Immunity Act.** The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, and the District, its board members, officials, officers, directors, agents and employees are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, sections 24-10-101 to 120, C.R.S., or otherwise available to the County and the District.

14. **Entirety.** This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter

hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

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

**HIGHLANDS RANCH WATER AND
SANITATION DISTRICT,**
a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Ryan Edwards, Director of Engineering

ATTEST:

By: _____
Jon Klassen, Project Manager

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY**

George Teal, Chair

ATTEST:

Haley Hall
Clerk to the Board

APPROVED AS TO CONTENT:

Douglas J. DeBord,
County Manager

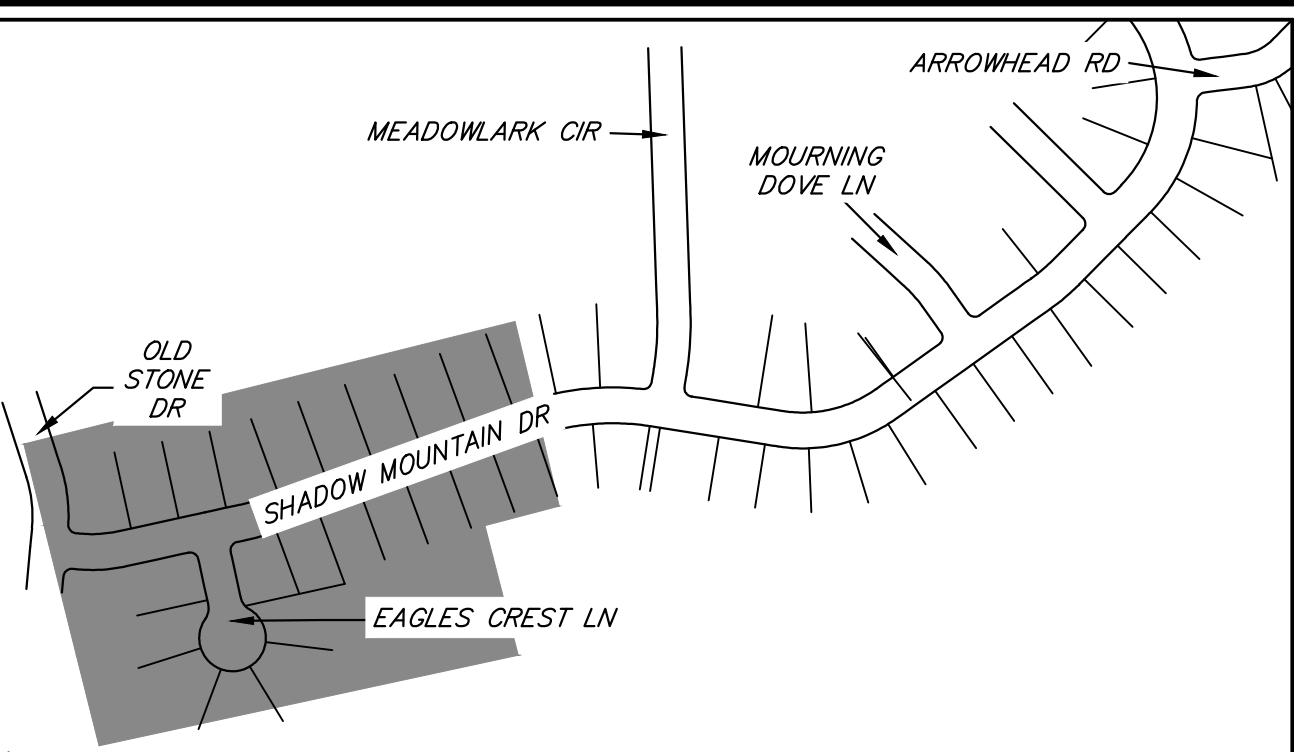
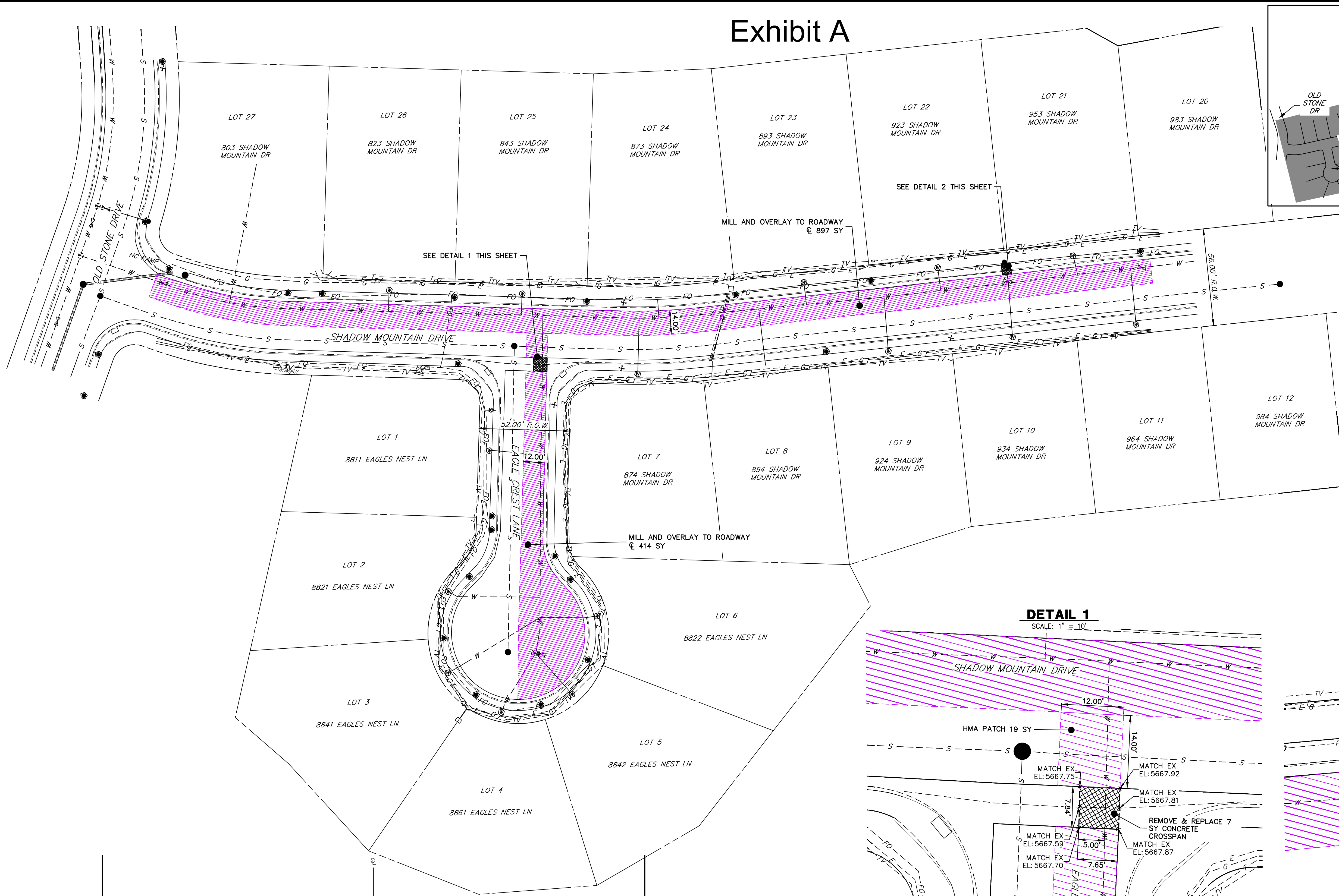
APPROVED AS TO FORM:

Christopher Pratt,
Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

Christy Guthrie,
Director of Finance

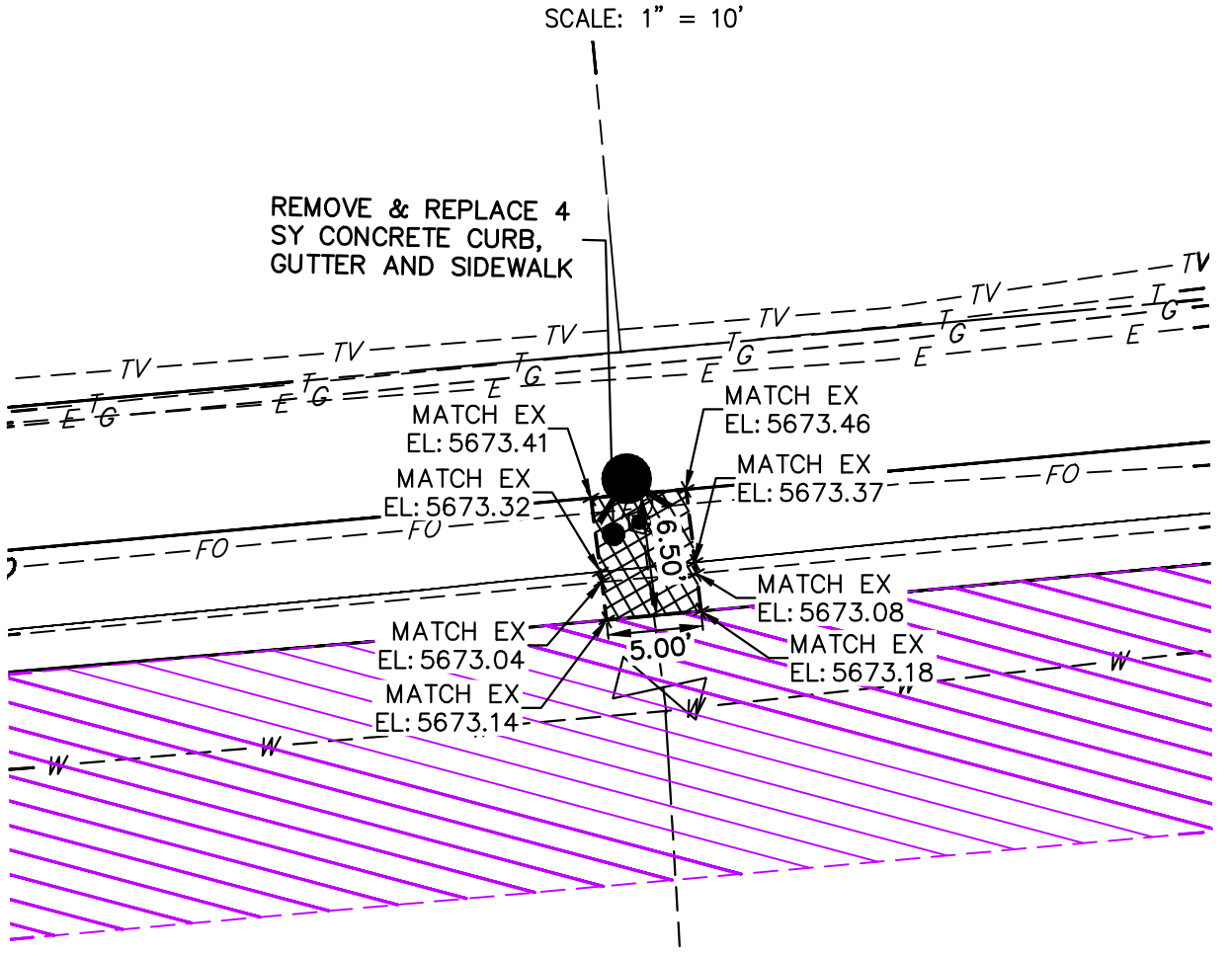
Exhibit A



CONSTRUCTION REQUIREMENTS

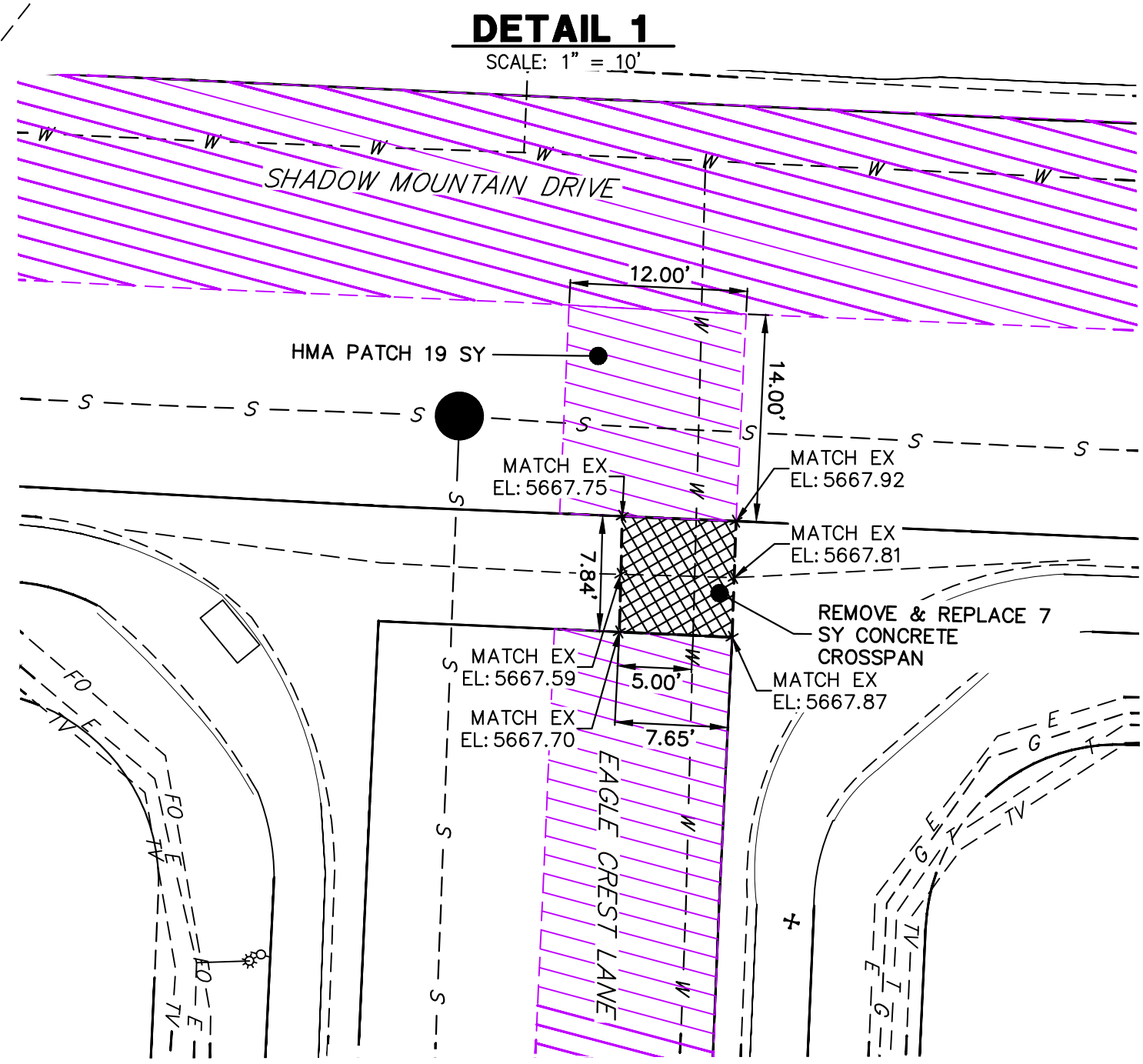
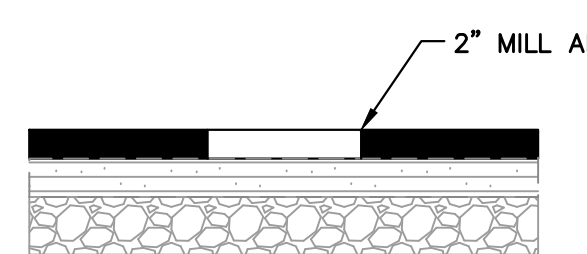
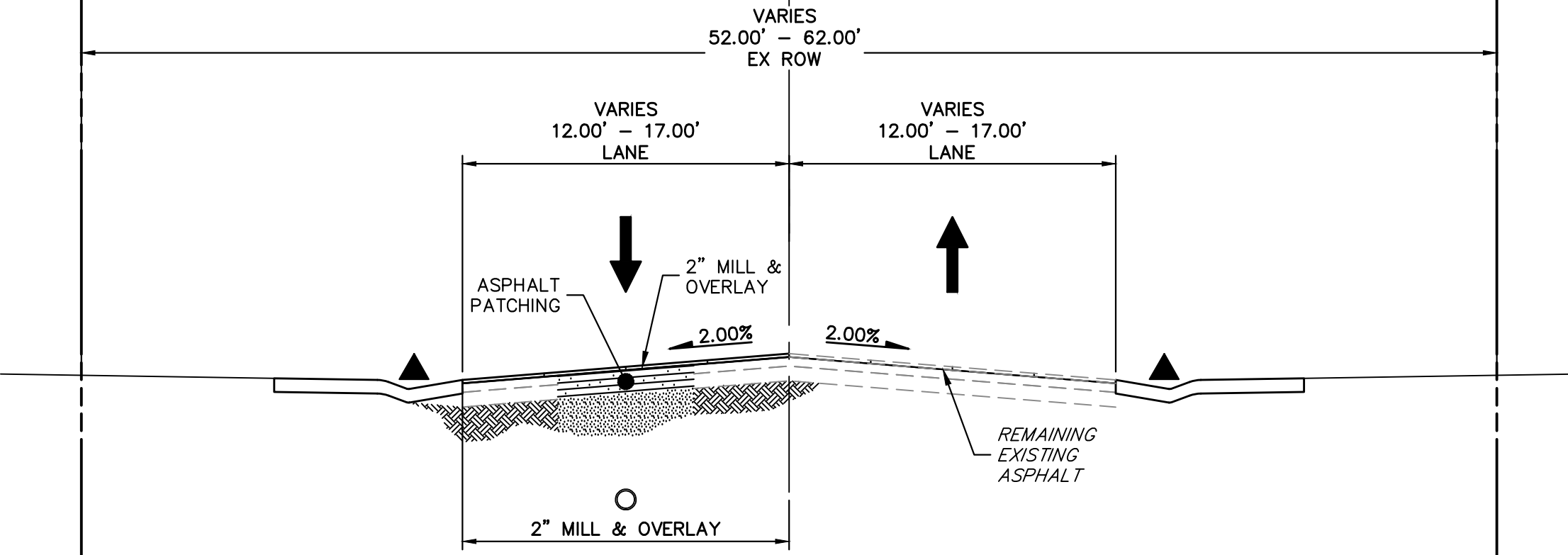
- HOT MIX ASPHALT SHALL BE PLACED ONLY ON PROPERLY PREPARED UNFROZEN SURFACES WHICH ARE FREE OF WATER, SNOW, AND ICE. THE HOT MIX ASPHALT SHALL BE PLACED ONLY WHEN BOTH THE AIR AND SURFACE TEMPERATURES EQUAL OR EXCEED THE TEMPERATURES SPECIFIED BELOW AND THE ENGINEER DETERMINES THAT THE WEATHER CONDITIONS PERMIT THE PAVEMENT TO BE PROPERLY PLACED AND COMPACTED.
- LESS THAN 1 1/2" COMPACTED LAYER THICKNESS REQUIRES A MINIMUM SURFACE AND AIR TEMPERATURE OF 60°F FOR THE TOP LAYER AND 50°F FOR LAYERS BELOW THE TOP LAYER.
- BETWEEN 1 1/2" AND 3" COMPACTED LAYER THICKNESS REQUIRES A MINIMUM SURFACE AND AIR TEMPERATURE OF 50°F FOR THE TOP LAYER AND 40°F FOR LAYERS BELOW THE TOP LAYER.
- 3" OR MORE COMPACTED LAYER THICKNESS REQUIRES A MINIMUM SURFACE AND AIR TEMPERATURE OF 45°F FOR THE TOP LAYER AND 35°F FOR LAYERS BELOW THE TOP LAYER.
- IF THE TEMPERATURE FALLS BELOW THE MINIMUM AIR OR SURFACE TEMPERATURES, PAVING SHALL STOP.
- THE CONTRACTOR SHALL SCHEDULE THE WORK SO THAT NO PLANNED OR RECYCLED SURFACE IS LEFT WITHOUT RESURFACING FOR MORE THAN TEN CALENDAR DAYS DURING THE PERIOD BETWEEN OCTOBER 1 TO MARCH 1. THE CONTRACTOR SHALL IMMEDIATELY PLACE A TEMPORARY HOT MIX ASPHALT LAYER ON ANY SURFACE THAT HAS BEEN PLANNED OR RECYCLED AND CANNOT BE RESURFACED IN ACCORDANCE WITH THE ABOVE TEMPERATURE REQUIREMENTS WITHIN TEN CALENDAR DAYS AFTER BEING PLANNED OR RECYCLED. THE MINIMUM THICKNESS OF THE TEMPORARY HOT MIX ASPHALT LAYER SHALL BE 2 INCHES. THE CONTRACTOR SHALL PERFORM THE PROCESS CONTROL REQUIRED TO ASSURE ADEQUATE QUALITY OF THE HOT MIX ASPHALT USED IN THE TEMPORARY LAYER. ALL APPLICABLE PAVEMENT MARKINGS SHALL BE APPLIED TO THE TEMPORARY LAYER SURFACE. THE CONTRACTOR SHALL MAINTAIN THE TEMPORARY LAYER FOR THE ENTIRE PERIOD THAT IT IS OPEN TO TRAFFIC. DISTRESS WHICH AFFECTS THE RIDE, SAFETY, OR SERVICEABILITY OF THE TEMPORARY LAYER SHALL BE IMMEDIATELY CORRECTED TO THE SATISFACTION OF THE ENGINEER. THE TEMPORARY HOT MIX ASPHALT LAYER SHALL BE REMOVED WHEN WORK RESUMES.

DETAIL 2



BENCHMARK:

THE BENCHMARK USED FOR THIS SITE IS DOUGLAS COUNTY CONTROL POINT 2100100, BEING A 3-1/4" ALUMINUM CAP STAMPED "2100100" SET IN CONCRETE, LOCATED SOUTHEAST OF THE INTERSECTION OF W. HIGHLANDS RANCH PARKWAY AND W. WILDCAT RESERVE PARKWAY, WITH AN ELEVATION OF 5687.43 (NAVD 1988 USFT)



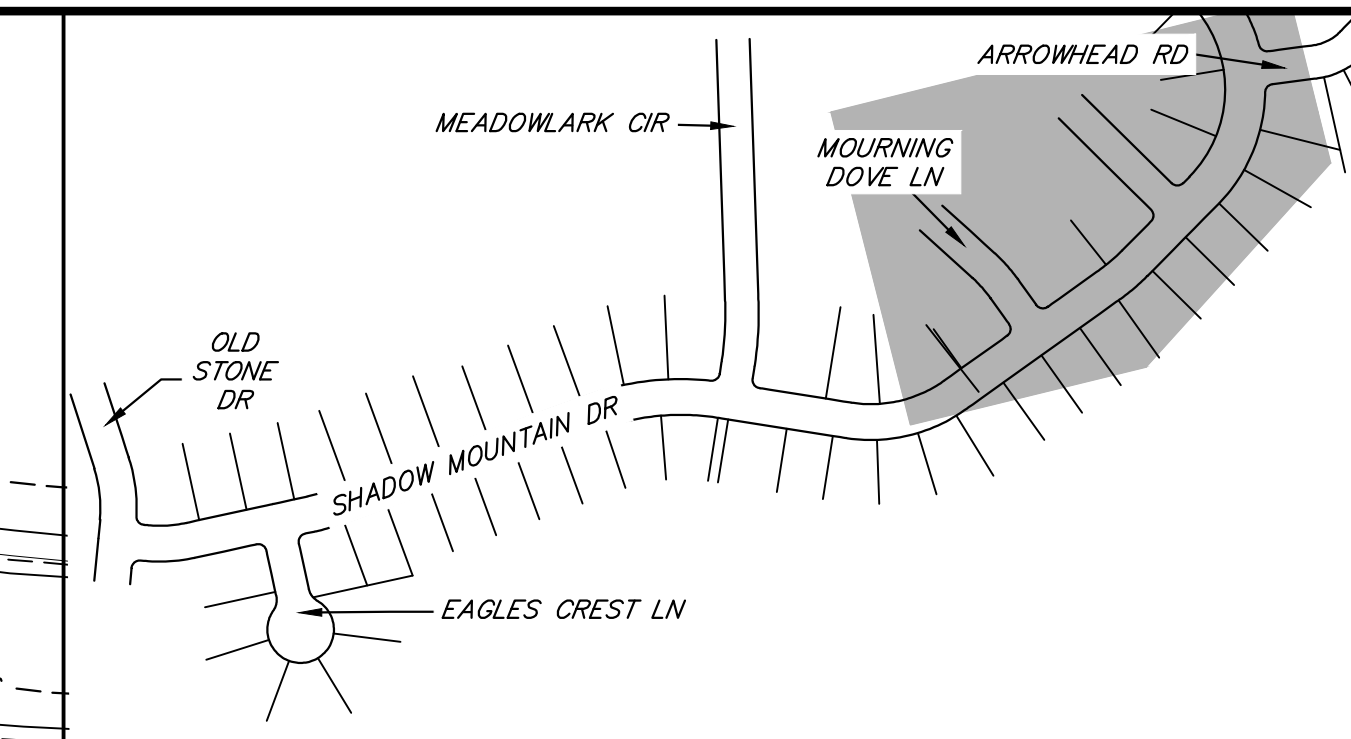
ENGINEER'S STATEMENT

PREPARED FOR: TRISTAN COLORADO FOR AND ON BEHALF OF: PRELIMINARY NOT FOR CONSTRUCTION



UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE REVIEWING AGENCIES, OR ENGINEERING AGENCIES, OR THEIR USE APPROVES THEIR USES DESIGNATED BY WRITTEN AUTHORIZATION.		PREPARED FOR: HIGHLANDS RANCH METRO DISTRICT 62 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 ATTN: JON KLASSEN (303) 719-0430	
J.R. ENGINEERING A Western Company		Central 303-740-9888 • Colorado Springs 719-583-2583 Fort Collins 970-491-9888 • www.jrengineering.com	
SHADOW MOUNTAIN WATERLINE REPLACEMENT CONCRETE FLATWORK AND PAVING PLAN	SHEET 15 OF 30	DATE	
		JOB NO.	16280.00

Exhibit A



UNTIL SUCH TIME AS
THESE DRAWINGS ARE
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APPROPRIATE REVIEWING
AGENCIES, JR ENGINEERING
APPROVES THEIR USE
ONLY FOR THE PURPOSES
DESIGNATED BY WRITTEN
AUTHORIZATION.

HIGHLANDS RANCH
METRO DISTRICT
62 PLAZA DRIVE
HIGHLANDS RANCH, CO 80121
ATTN: JON KLASSEN
(303) 719-0430

 **J·R ENGINEERING**
A Westrian Company

Centennial 303-740-9983 • Colorado Springs 719-593-2589
Fort Collins 970-491-9888 • www.jrengineering.com

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SHEET	16	OF	30
SHADOW MOUNTAIN WATERLINE REPLACEMENT CONCRETE FLATWORK AND PAVING PLAN			
JOB NO.	16280.00		

KEY MAP

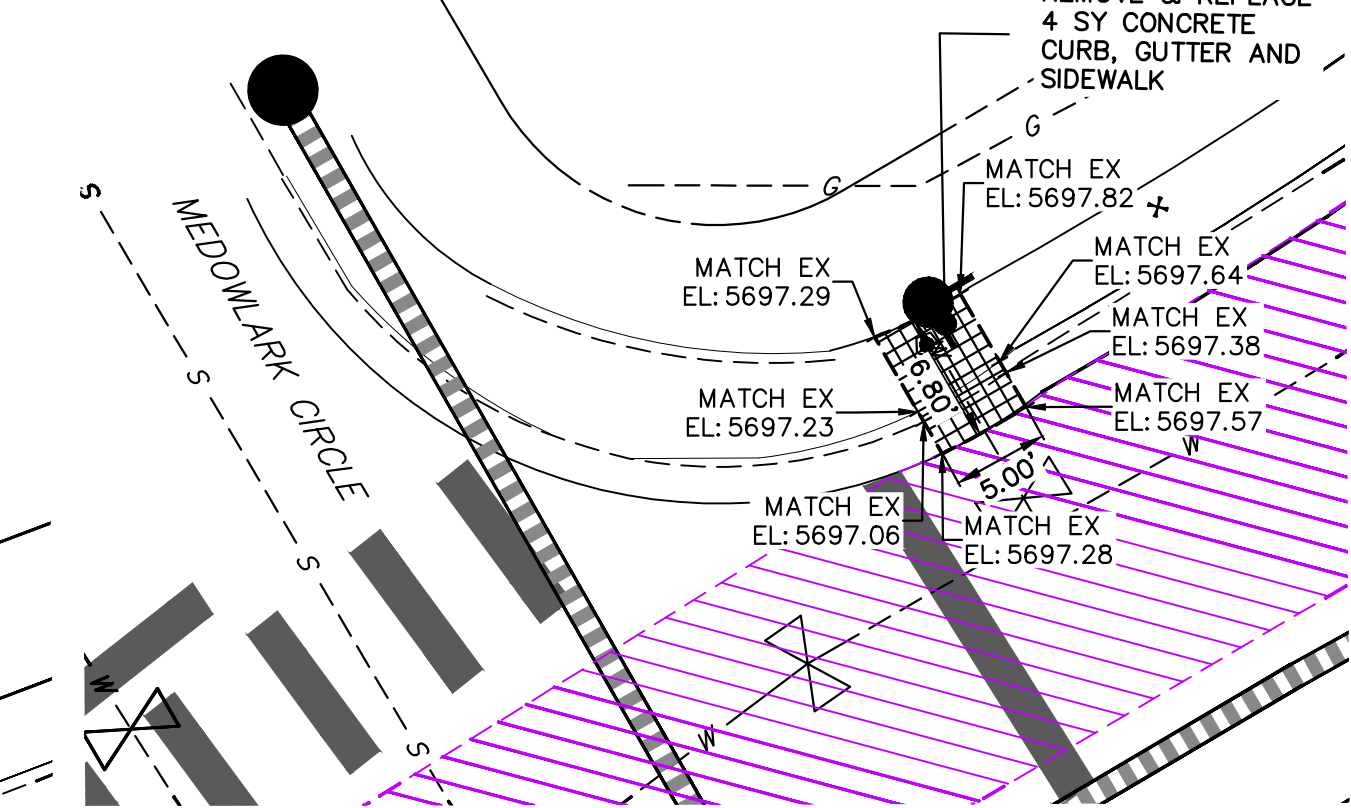
SCALE: 1" = 300'

CONSTRUCTION REQUIREMENTS

1. HOT MIX ASPHALT SHALL BE PLACED ONLY ON PROPERLY PREPARED UNFROZEN SURFACES WHICH ARE FREE OF WATER, SNOW, AND ICE. THE HOT MIX ASPHALT SHALL BE PLACED ONLY WHEN BOTH THE AIR AND SURFACE TEMPERATURES ARE ABOVE THE MINIMUM TEMPERATURES SPECIFIED BELOW AND THE ENGINEER DETERMINES THAT THE WEATHER CONDITIONS PERMIT THE PAVEMENT TO BE PROPERLY PLACED AND COMPACTED.
2. LESS THAN 1ST COMPACTED LAYER THICKNESS REQUIRES A MINIMUM SURFACE AND AIR TEMPERATURE OF 40° FOR THE TOP LAYER AND 50° FOR LAYERS BELOW THE TOP LAYER.
3. BETWEEN 1ST AND <3RD COMPACTED LAYER THICKNESS REQUIRES A MINIMUM SURFACE AND AIR TEMPERATURE OF 50° FOR THE TOP LAYER AND 40° FOR LAYERS BELOW THE TOP LAYER.
4. 3RD AND GREATER COMPACTED LAYER THICKNESS REQUIRES A MINIMUM SURFACE AND AIR TEMPERATURE OF 45° FOR THE TOP LAYER AND 35° FOR LAYERS BELOW THE TOP LAYER.
5. IF THE TEMPERATURE FALLS BELOW THE MINIMUM AIR OR SURFACE TEMPERATURES, PAVING SHALL STOP.
6. IF THE TEMPORARY HOT MIX ASPHALT SURFACE IS NOT PLANNED OR RECYCLED SURFACE IS LEFT WITHOUT RESURFACING FOR MORE THAN TEN CALENDAR DAYS DURING THE PERIOD BETWEEN OCTOBER 1 TO MARCH 1, THE CONTRACTOR SHALL IMMEDIATELY PLACE A TEMPORARY HOT MIX ASPHALT LAYER ON ANY SURFACE THAT HAS BEEN PLANNED OR RECYCLED. THE TEMPORARY LAYER SHALL BE RESURFACED IN ACCORDANCE WITH THE ABOVE TEMPERATURE REQUIREMENTS WITHIN TEN CALENDAR DAYS AFTER BEING PLANNED OR RECYCLED. THE MINIMUM THICKNESS OF THE TEMPORARY HOT MIX ASPHALT LAYER SHALL BE SIX INCHES. THE CONTRACTOR SHALL PERFORM THE PROCESS TO RECYCLE TO THE QUALITY OF THE QUALITY OF THE HOT MIX ASPHALT USED IN THE TEMPORARY LAYER. ALL APPLICABLE PAVEMENT MARKINGS SHALL BE APPLIED TO THE TEMPORARY LAYER SURFACE. THE CONTRACTOR SHALL MAINTAIN THE TEMPORARY LAYER FOR THE ENTIRE PERIOD THAT IT IS OPEN TO TRAFFIC. DISTRESS WHICH AFFECTS THE SURFACE, SUCH AS CRACKS, SHALL BE IMMEDIATELY CORRECTED TO THE SATISFACTION OF THE ENGINEER. THE TEMPORARY HOT MIX ASPHALT LAYER SHALL BE REMOVED WHEN WORK RESUMES.

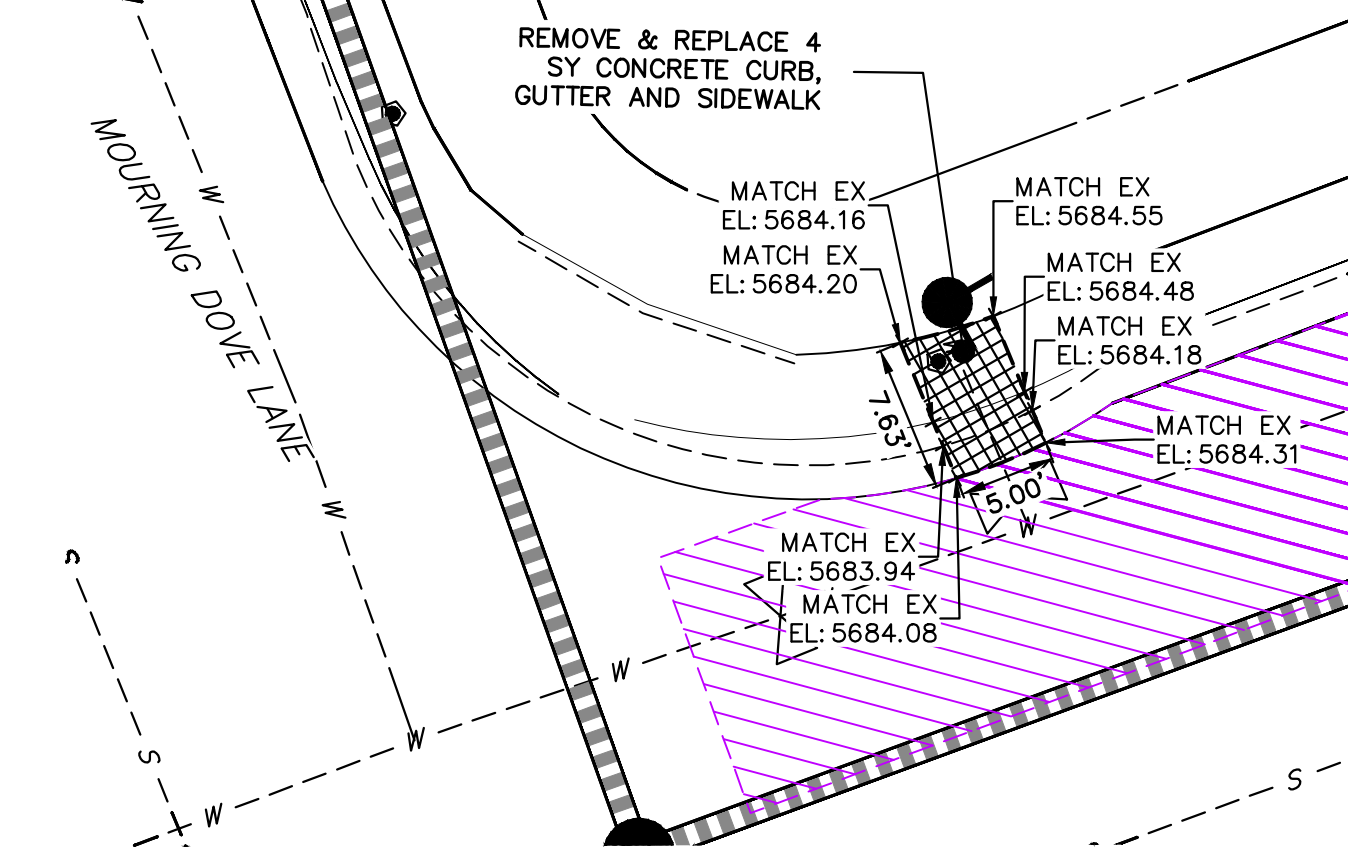
DETAIL 4

SCALE: 1" = 10'



DETAIL 3

SCALE: 1" = 10'



BENCHMARK:

THE BENCHMARK USED FOR THIS SITE IS DOUGLAS COUNTY CONTROL POINT 2100100, BEING A 3-1/4" ALUMINUM CAP STAMPED "2100100" SET IN CONCRETE, LOCATED SOUTHEAST OF THE INTERSECTION OF W. HIGHLANDS RANCH PARKWAY AND W. WILDCAT RESERVE PARKWAY, WITH AN ELEVATION OF 5687.43 (NAVD 1988 USFT)



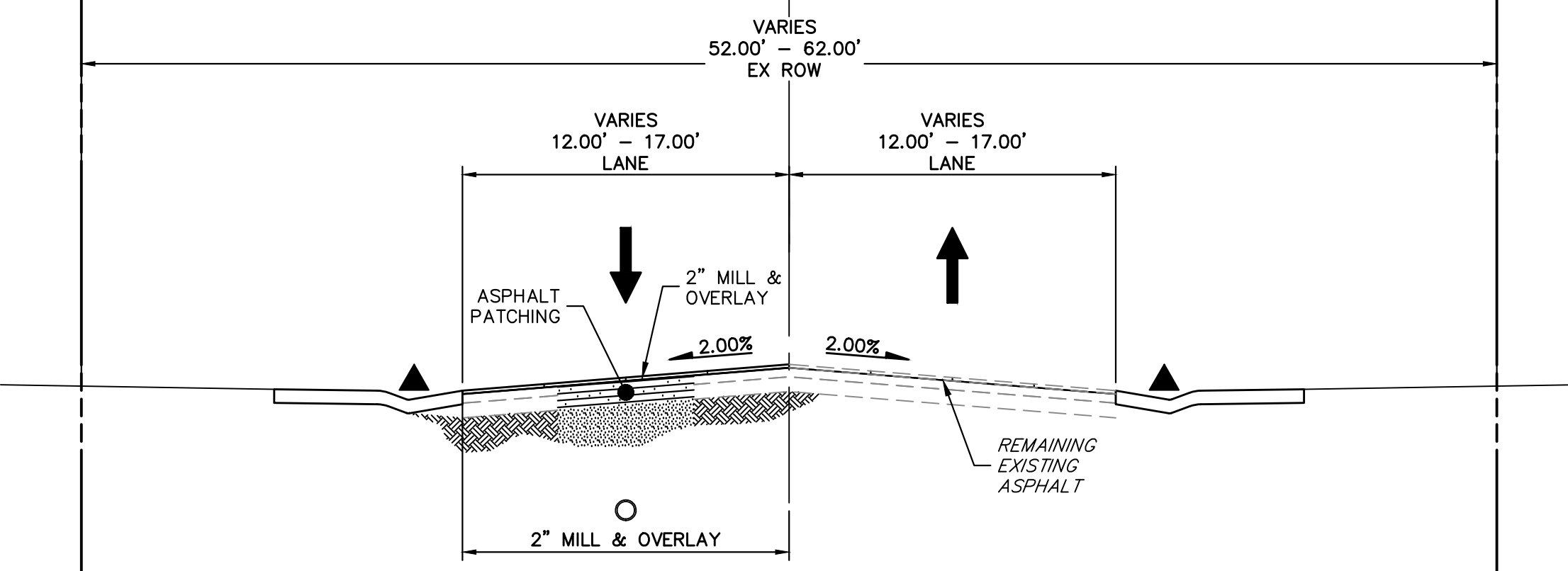
Know what's **below**.
Call before you dig.

ENGINEER'S STATEMENT

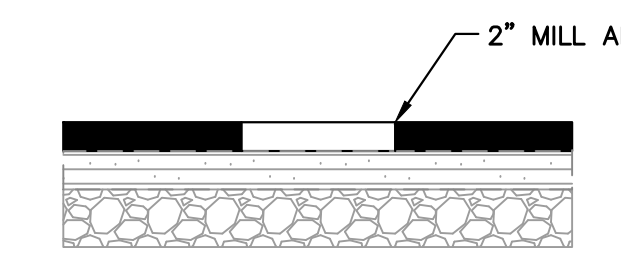
PREPARED/

PRELIMINARY
NOT FOR
CONSTRUCTION

DATE _____



SHADOW MOUNTAIN
EAGLE CREST
TYPICAL LANE CROSS-SECTION



SHADOW MOUNTAIN
EAGLE CREST LANE
HMA PAVEMENT SECTION

N.T.S.

ASPHALT IN FOLLOWING LIFTS:
 ← 2.0" HMA (GRADING SX₁") (75) (PG64-22)
 ← REMAINING EXISTING ASPHALT PAVEMENT