

**First Amendment to Intergovernmental Agreement**  
(111<sup>th</sup> and Arapahoe Road Intersection Safety Improvement Project)

This First Amendment to Intergovernmental Agreement ("First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and the City of Lafayette, a Colorado home rule municipality with an address of 1290 S. Public Road, Lafayette, CO 80026 (the "City") (each a "Party" and collectively the "Parties").

Whereas, the Town and the City are parties to that certain Intergovernmental Agreement concerning the 111<sup>th</sup> and Arapahoe Road Intersection Safety Improvement Project, dated May 9, 2023 (the "Original Agreement"); and

Whereas, under the Original Agreement, the Parties agreed to share the costs of developing a plan and initial design ("Design Phase") for improvements to the intersection of North 111th Street and Arapahoe Road, which is on the shared boundary of the Parties' jurisdictions, and to arrange for construction of the improvements (the "Construction Phase"); and

Whereas, under the Original Agreement, the Parties estimated the Design Phase to cost \$96,063.00; and

Whereas, the Parties agreed to split the cost to complete the Design Phase with the City responsible for 25% of the cost or \$12,500, whichever is less, and the Town responsible for the remainder; and

Whereas, the Parties have determined the actual cost of Design Phase to be \$96,063.00; and

Whereas, the cost of the Construction Phase is currently estimated to be \$443,000, plus escalation of 10% in the amount of \$44,300, plus contingency of 20% in the amount of \$88,600, for a total estimated cost of \$575,900, of which the City would be responsible for 25% or \$143,975 of the construction cost, including escalation and contingency, whichever is less; and

Whereas, due to the increases in the Design Phase costs and the estimated cost of the Construction Phase, the Parties now desire to amend the Original Agreement to address the Parties' share of those costs; and

Whereas, the Parties desire to update the Project completion date to May 30, 2025, based on the expected timing for Design Phase completion and Construction Phase commencement; and

Whereas, the Parties are authorized to enter into this First Amendment pursuant to C.R.S. § 29-1-201 *et seq.*

Now, therefore, in consideration of the foregoing recitals, and the following terms and conditions, the Parties agree as follows:

**Section 1.** Section 1.b. of the Original Agreement is hereby amended to read as follows (words added are shown in double underline; words deleted are ~~stricken through~~):

1. Responsibilities of the Town.

b. Construction Phase. The Town, in consultation with the design consultant, will advertise the Project for construction, and will contract with the responsible low-bid contractor. The Town will be responsible to oversee the completion of the construction of the Project including without limitation new left turn lanes, traffic signal pole relocation, traffic signal timing, improved pedestrian access, and storm drain construction, to ensure compliance with the design plans approved by the Parties, and shall be solely responsible for all contracting, supervisory and administrative matters related to the completion of the Construction Phase of the Project. The Town shall ensure the Project construction is completed no later than ~~May 27, 2024~~ May 30, 2025. The foregoing notwithstanding, the Town shall advise the City when construction has reached substantial completion or is otherwise ready for final payment, whichever is earlier, so that the City may promptly inspect all Project improvements located within the City's jurisdiction, and, further, the Town agrees that no certificate of substantial completion or initial acceptance shall be issued and final payment shall not be made to the contractor until the City has inspected and provided the Town with written approval of all Project improvements within the City's jurisdiction.

**Section 2.** Section 2.a., Section 2.a.i., and Section 2.a.ii. of the Original Agreement are hereby amended to read as follows (words added are shown in double underline; words deleted are ~~stricken through~~):

2. Project Costs.

a. The Parties have estimated the Design Phase to cost \$96,063.00 and the Construction Phase to cost ~~\$292,000.00~~ \$443,000, plus a 10% escalation of \$44,300, and 20% contingency of \$88,600, for a total Construction Phase cost of \$575,900, for a total estimated Project cost of ~~\$388,063.00~~ \$671,963.00. The Parties agree to share the design and construction costs as follows:

i. The City shall be responsible for 25% of the design costs or ~~\$12,500~~ ~~\$24,000~~, whichever is less, and the Town shall be responsible for the remainder of the design costs, provided, however, that if the Lafayette City Council appropriates additional funds for the Project design in the current or future fiscal years, the City Administrator and the Town Administrator are hereby authorized by their respective governing bodies to execute an amendment to this Agreement to increase the City's responsibility for design costs to up to the City's total appropriated amount for design costs or 25% of the design costs, whichever is less.

ii. The City shall be responsible for 25% of the construction costs or ~~\$73,000~~ ~~\$143,975~~, whichever is less, and the Town shall be responsible for the remainder of the construction costs.

**Section 3.** The Original Agreement, as amended by this First Amendment, is hereby ratified and confirmed and shall remain in full force and effect and binding upon the Town and the City in accordance with its terms. Any capitalized term not defined herein shall have the meaning assigned to it in the Original Agreement.

*[The remainder of this page is intentionally blank. Signatures begin on following page.]*

In Witness Whereof, the Parties have executed this First Amendment on the date first above written.

**Town of Erie, Colorado**

\_\_\_\_\_  
Malcolm Fleming, Town Manager

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**City of Lafayette, Colorado**

DocuSigned by:  
*JD Mangat*  
207EC4E4527C47B...  
\_\_\_\_\_  
Jaideep Mangat, Mayor

Attest:

Signed by:  
*Lynnette Beck*  
1A869D74A109447...  
\_\_\_\_\_  
Lynnette Beck, City Clerk