

RESOLUTION NO. 2008

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING AN AMENDMENT TO AN EXISTING
INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON
COUNTY AND THE URBAN DRAINAGE AND FLOOD CONTROL
DISTRICT REGARDING A REGIONAL STORM DRAINAGE
FACILITY LOCATED IN THE COORS TECHNOLOGY CENTER
BUSINESS PARK**

WHEREAS, the Urban Drainage and Flood Control District, Jefferson County, and the City of Golden have been planning for a regional drainage project known as the Fairmount Area Outfall Project for many years; and

WHEREAS, the Urban Drainage and Flood Control District and Jefferson County, as primary project sponsors, entered into an Intergovernmental Agreement dated July 2, 2007 pertaining to the design and construction of the specific project known also as the Swamp Angel Detention Area; and

WHEREAS, as a result of the 1998 annexation of the Coors Technology Center Business Park, the detention pond portion of the specific project is located within by the City of Golden; and


WHEREAS, the sponsoring parties have requested an Amendment to the prior Intergovernmental Agreement to clarify the roles and responsibilities of all of the parties.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

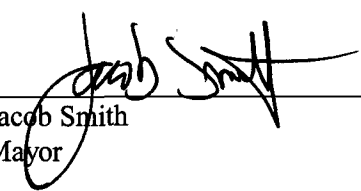
City Council authorizes the Amendment to the Intergovernmental Agreement, substantially in the form attached hereto as Exhibit A. The Mayor is authorized to execute such an agreement.

Adopted this 19th day of November, 2009.



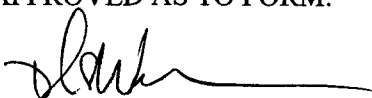


Susan M. Brooks, MMC
City Clerk



Jacob Smith
Mayor

APPROVED AS TO FORM:



David S. Williamson
City Attorney


Resolution No. 2008

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I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 19th day of November, A.D., 2009.



ATTEST:


Susan M. Brooks, City Clerk of the City of
Golden, Colorado

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
MCINTYRE OUTFALL AT SWAMP ANGEL DETENTION BASIN, JEFFERSON COUNTY

Agreement No. 07-03.04C

THIS AGREEMENT, made this 18th day of December, 2009, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") JEFFERSON COUNTY (hereinafter called "COUNTY"), and CITY OF GOLDEN (hereinafter called "CITY"); and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT AND COUNTY have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for McIntyre Outfall at Swamp Angel Detention Basin, Jefferson County" (Agreement No. 07-03.04) dated July 2, 2007 as amended; and

WHEREAS, DISTRICT AND COUNTY now desire to add CITY to be party to the agreement, since the PROJECT will be constructed in a drainage easement held by CITY;

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraphs 1 through 25 are deleted and replaced as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall extend from approximately McIntyre Street to approximately 1,000 feet upstream of McIntyre Street, as shown on Exhibit A.

B. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design including vegetation establishment.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of DISTRICT and the property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way / easements;

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

6. FINAL DESIGN

The contracting officers for DISTRICT and COUNTY, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both DISTRICT and COUNTY. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for COUNTY. Payment for final design shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Preparation of detailed construction plans and specifications;
- C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- D. Preparation of an appropriate construction schedule.

DISTRICT shall provide any written work product by the engineer to COUNTY and CITY.

7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

COUNTY or CITY shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. COUNTY or CITY may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, COUNTY or CITY disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and COUNTY or CITY has not obtained the written approval of DISTRICT prior to such action, COUNTY or CITY shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at COUNTY's or CITY's sole expense. In the event COUNTY or CITY breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against COUNTY or CITY for specific performance of this portion of the Agreement. DISTRICT may, subsequent to the recording by COUNTY or CITY of any

document transferring title or another interest to property acquired pursuant to this Agreement to COUNTY or CITY, record a memorandum of this Agreement (Exhibit B), specifically a verbatim transcript of Paragraph 7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE except for this sub-paragraph which shall not be contained in the memorandum. The memorandum shall reference by legal description the property being acquired by COUNTY or CITY and shall be recorded in the records of the Clerk and Recorder of Jefferson County immediately following the recording of the document transferring title or another interest to COUNTY or CITY. COUNTY and CITY authorize the recording of that memorandum and acknowledges that the same is meant to encumber the property with its restrictions.

8. MANAGEMENT OF CONSTRUCTION

A. Costs. Construction costs shall consist of those costs as incurred by the lowest acceptable bidder(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.

B. Construction Management and Payment

1. DISTRICT, with the assistance of COUNTY, shall administer and coordinate the construction-related work as provided herein.
2. DISTRICT, with assistance and approval of COUNTY, shall advertise for construction bids; conduct a bid opening; prepare construction contract documents; and award construction contract(s).
3. DISTRICT shall require the contractor to provide adequate liability insurance that includes COUNTY and CITY. The contractor shall be required to indemnify COUNTY and CITY. Copies of the insurance coverage shall be provided to COUNTY and CITY.
4. DISTRICT, with assistance of COUNTY, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of COUNTY, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to COUNTY on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.
5. DISTRICT, with approval of COUNTY, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.

6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
7. DISTRICT shall review and approve contractor billings and send them to COUNTY for approval. DISTRICT shall remit payment to contractor based on billings approved by COUNTY and DISTRICT.
8. DISTRICT, with assistance and written concurrence by COUNTY, shall prepare and issue all written change or work orders to the contract documents.
9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
10. DISTRICT shall provide COUNTY and CITY a set of reproducible "as-built" plans.

C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by DISTRICT and COUNTY. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by the PARTIES.

9. MAINTENANCE

PARTIES agree that CITY shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at CITY's request, shall assist CITY with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to CITY, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

COUNTY and CITY agrees to regulate and control the floodplain of McIntyre Outfall within COUNTY and CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that COUNTY and/or CITY cannot obligate itself by contract to exercise its police powers. If COUNTY and/or CITY fails to regulate the

floodplain of McIntyre Outfall within COUNTY and/or CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and COUNTY and/or CITY shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS AND NOTICES

- A. The contracting officer for COUNTY shall be the Director of Highways and Transportation, 100 Jefferson County Parkway, Golden, Colorado 80419-4570.
- B. The contracting officer for CITY shall be Director of Public Works, City of Golden, 1445 Tenth Street, Golden, Colorado, 80401.
- C. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- D. Any notices, demands or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to PARTIES at the addresses set forth above or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.
- E. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or COUNTY. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement or any amendments or addenda to this Agreement.

14. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments or modifications to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

15. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

16. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in District Court in and for the County of Denver, State of Colorado.

17. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

18. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

19. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

20. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) day's written notice by COUNTY or DISTRICT, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of all PARTIES and only upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions and subject to the maximum amount of each party's contribution as set forth herein.

21. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of PARTIES. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

22. PUBLIC RELATIONS

It shall be at COUNTY's or CITY's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical and final design recommendations shall be

presented to the public by the selected design engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist COUNTY or CITY as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

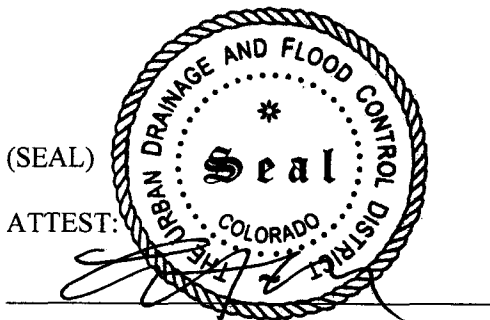
Notwithstanding any other term, condition, or provision herein, each and every obligation of COUNTY, CITY and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of COUNTY, CITY and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

3. All other terms and conditions of Agreement No. 07-03.04 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.



URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By Paul A. Heishman

Title Executive Director

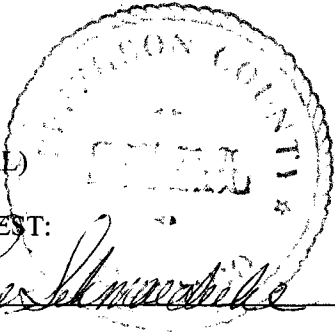

Date 12/18/09

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
MCINTYRE OUTFALL AT SWAMP ANGEL DETENTION BASIN, JEFFERSON COUNTY

Agreement No. 07-03.04C

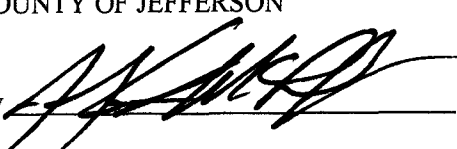
(SEAL)

ATTEST:

COUNTY OF JEFFERSON

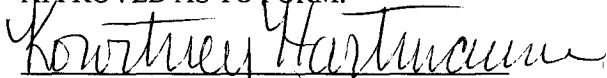
By


Chairman, Board of County Commissioners

Date

11.18.09

APPROVED AS TO FORM:


Assistant County Attorney

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
MCINTYRE OUTFALL AT SWAMP ANGEL DETENTION BASIN, JEFFERSON COUNTY

Agreement No. 07-03.04C



Attest:

Susan H. Brook

CITY OF GOLDEN

By

[Signature]

Title Mayor

Date

12/04/09

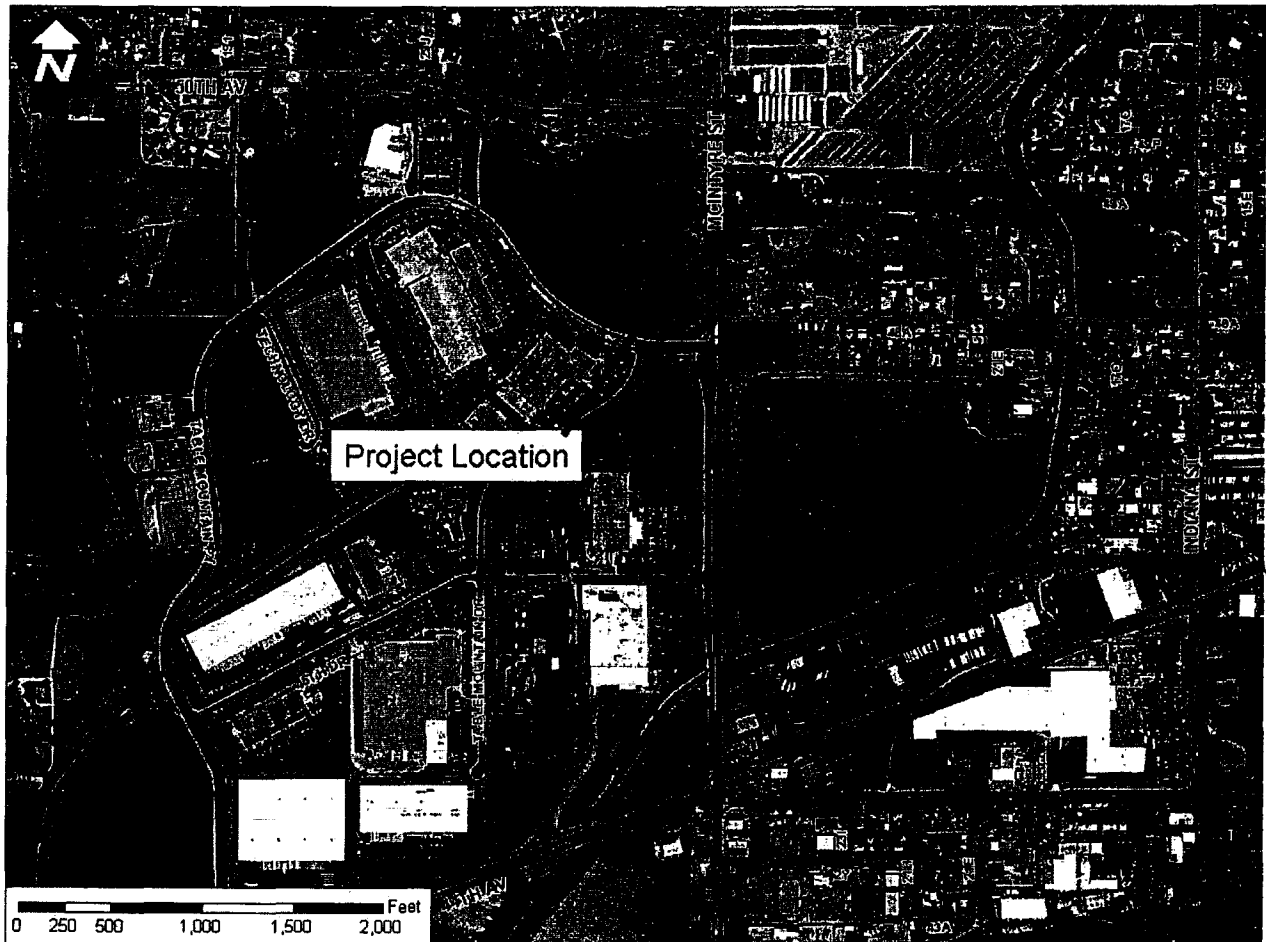
APPROVED AS TO FORM:

[Signature]
City Attorney

AGREEMENT
REGARDING ENGINEERING DESIGN SERVICES
FOR IMPROVEMENTS TO MCINTYRE OUTFALL AT SWAMP ANGEL DETENTION BASIN,
JEFFERSON COUNTY

Agreement No. 07-03.02

Exhibit A
PROJECT LIMITS



AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
MCINTYRE OUTFALL AT SWAMP ANGEL DETENTION BASIN, JEFFERSON COUNTY

Agreement No. 07-03.04C

THIS AGREEMENT, made this _____ day of _____, 2009, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") JEFFERSON COUNTY (hereinafter called "COUNTY"), and CITY OF GOLDEN (hereinafter called "CITY"), and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT AND COUNTY have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for McIntyre Outfall at Swamp Angel Detention Basin, Jefferson County" (Agreement No. 07-03.04) dated July 2, 2007 as amended; and

WHEREAS, DISTRICT AND COUNTY now desire to add CITY to be party to the agreement, since the PROJECT will be constructed in a drainage easement held by CITY;

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraphs 1 through 25 are deleted and replaced as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall extend from approximately McIntyre Street to approximately 1,000 feet upstream of McIntyre Street, as shown on Exhibit A.

B. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design including vegetation establishment.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of DISTRICT and the property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way / easements;

3. Construction of improvements;
 4. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$1,935,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$ 125,000
2. Right-of-Way	30,000
2. Construction	1,700,000
3. Contingency	80,000
Grand Total	\$1,935,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	43.15%	\$ 835,000	\$-0-	\$ 835,000
COUNTY	56.85%	\$1,100,000	\$-0-	\$1,100,000
CITY	0%	\$-0-	\$-0-	\$-0-
TOTAL	100.00%	\$1,935,000	\$-0-	\$1,935,000

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973 and Resolution No. 49, Series of 1977), the cost sharing shall be after subtracting state, federal, or other sources of funding from third parties. However, monies COUNTY may receive from federal funds, the Federal Revenue Sharing Program, the Federal Community Development Program, or such similar discretionary programs as approved by DISTRICT's Board of Directors may be considered as and applied toward COUNTY's share of improvement costs.

Payment of each party's full share (COUNTY - \$1,100,000; DISTRICT - \$835,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

6. FINAL DESIGN

The contracting officers for DISTRICT and COUNTY, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both DISTRICT and COUNTY. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for COUNTY. Payment for final design shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
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DISTRICT shall provide any written work product by the engineer to COUNTY and CITY.

7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

COUNTY or CITY shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. COUNTY or CITY may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, COUNTY or CITY disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and COUNTY or CITY has not obtained the written approval of DISTRICT prior to such action, COUNTY or CITY shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at COUNTY's or CITY's sole expense. In the event COUNTY or CITY breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against COUNTY or CITY for specific performance of this portion of the Agreement. DISTRICT may, subsequent to the recording by COUNTY or CITY of any

document transferring title or another interest to property acquired pursuant to this Agreement to COUNTY or CITY, record a memorandum of this Agreement (Exhibit B), specifically a verbatim transcript of Paragraph 7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE except for this sub-paragraph which shall not be contained in the memorandum. The memorandum shall reference by legal description the property being acquired by COUNTY or CITY and shall be recorded in the records of the Clerk and Recorder of Jefferson County immediately following the recording of the document transferring title or another interest to COUNTY or CITY. COUNTY and CITY authorize the recording of that memorandum and acknowledges that the same is meant to encumber the property with its restrictions.

8. MANAGEMENT OF CONSTRUCTION

A. Costs. Construction costs shall consist of those costs as incurred by the lowest acceptable bidder(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.

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7. DISTRICT shall review and approve contractor billings and send them to COUNTY for approval. DISTRICT shall remit payment to contractor based on billings approved by COUNTY and DISTRICT.
8. DISTRICT, with assistance and written concurrence by COUNTY, shall prepare and issue all written change or work orders to the contract documents.
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PARTIES agree that CITY shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at CITY's request, shall assist CITY with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to CITY, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

COUNTY and CITY agrees to regulate and control the floodplain of McIntyre Outfall within COUNTY and CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that COUNTY and/or CITY cannot obligate itself by contract to exercise its police powers. If COUNTY and/or CITY fails to regulate the

floodplain of McIntyre Outfall within COUNTY and/or CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and COUNTY and/or CITY shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS AND NOTICES

- A. The contracting officer for COUNTY shall be the Director of Highways and Transportation, 100 Jefferson County Parkway, Golden, Colorado 80419-4570.
- B. The contracting officer for CITY shall be Director of Public Works, City of Golden, 1445 Tenth Street, Golden, Colorado, 80401.
- C. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- D. Any notices, demands or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to PARTIES at the addresses set forth above or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.
- E. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or COUNTY. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement or any amendments or addenda to this Agreement.

14. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments or modifications to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

15. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

16. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in District Court in and for the County of Denver, State of Colorado.

17. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

18. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

19. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

20. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) day's written notice by COUNTY or DISTRICT, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of all PARTIES and only upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions and subject to the maximum amount of each party's contribution as set forth herein.

21. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of PARTIES. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

22. PUBLIC RELATIONS

It shall be at COUNTY's or CITY's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical and final design recommendations shall be

presented to the public by the selected design engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist COUNTY or CITY as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of COUNTY, CITY and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of COUNTY, CITY and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

3. All other terms and conditions of Agreement No. 07-03.04 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

ATTEST:

By _____

Title Executive Director

Date _____

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
MCINTYRE OUTFALL AT SWAMP ANGEL DETENTION BASIN, JEFFERSON COUNTY

Agreement No. 07-03.04C

COUNTY OF JEFFERSON

(SEAL)

By _____

ATTEST:

Chairman, Board of County Commissioners

Date _____

APPROVED AS TO FORM:

Assistant County Attorney

**AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
MCINTYRE OUTFALL AT SWAMP ANGEL DETENTION BASIN, JEFFERSON COUNTY**

Agreement No. 07-03.04C

CITY OF GOLDEN

(SEAL)

By _____

ATTEST:

Title: Mayor

Date _____

APPROVED AS TO FORM:

City Attorney

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
MCINTYRE OUTFALL AT SWAMP ANGEL DETENTION BASIN, JEFFERSON COUNTY

Agreement No. 07-03.04C

THIS AGREEMENT, made this 18th day of December, 2009, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") JEFFERSON COUNTY (hereinafter called "COUNTY"), and CITY OF GOLDEN (hereinafter called "CITY"), and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT AND COUNTY have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for McIntyre Outfall at Swamp Angel Detention Basin, Jefferson County" (Agreement No. 07-03.04) dated July 2, 2007 as amended; and

WHEREAS, DISTRICT AND COUNTY now desire to add CITY to be party to the agreement, since the PROJECT will be constructed in a drainage easement held by CITY;

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraphs 1 through 25 are deleted and replaced as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall extend from approximately McIntyre Street to approximately 1,000 feet upstream of McIntyre Street, as shown on Exhibit A.

B. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design including vegetation establishment.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of DISTRICT and the property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way / easements;

3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$1,935,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$ 125,000
2. Right-of-Way	30,000
2. Construction	1,700,000
3. Contingency	80,000
Grand Total	\$1,935,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	43.15%	\$ 835,000	\$-0-	\$ 835,000
COUNTY	56.85%	\$1,100,000	\$-0-	\$1,100,000
CITY	0%	\$-0-	\$-0-	\$-0-
TOTAL	100.00%	\$1,935,000	\$-0-	\$1,935,000

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973 and Resolution No. 49, Series of 1977), the cost sharing shall be after subtracting state, federal, or other sources of funding from third parties. However, monies COUNTY may receive from federal funds, the Federal Revenue Sharing Program, the Federal Community Development Program, or such similar discretionary programs as approved by DISTRICT's Board of Directors may be considered as and applied toward COUNTY's share of improvement costs.

Payment of each party's full share (COUNTY - \$1,100,000; DISTRICT - \$835,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

6. FINAL DESIGN

The contracting officers for DISTRICT and COUNTY, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both DISTRICT and COUNTY. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for COUNTY. Payment for final design shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Preparation of detailed construction plans and specifications;
- C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- D. Preparation of an appropriate construction schedule.

DISTRICT shall provide any written work product by the engineer to COUNTY and CITY.

7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

COUNTY or CITY shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. COUNTY or CITY may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, COUNTY or CITY disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and COUNTY or CITY has not obtained the written approval of DISTRICT prior to such action, COUNTY or CITY shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at COUNTY's or CITY's sole expense. In the event COUNTY or CITY breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against COUNTY or CITY for specific performance of this portion of the Agreement. DISTRICT may, subsequent to the recording by COUNTY or CITY of any

document transferring title or another interest to property acquired pursuant to this Agreement to COUNTY or CITY, record a memorandum of this Agreement (Exhibit B), specifically a verbatim transcript of Paragraph 7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE except for this sub-paragraph which shall not be contained in the memorandum. The memorandum shall reference by legal description the property being acquired by COUNTY or CITY and shall be recorded in the records of the Clerk and Recorder of Jefferson County immediately following the recording of the document transferring title or another interest to COUNTY or CITY. COUNTY and CITY authorize the recording of that memorandum and acknowledges that the same is meant to encumber the property with its restrictions.

8. MANAGEMENT OF CONSTRUCTION

A. Costs. Construction costs shall consist of those costs as incurred by the lowest acceptable bidder(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.

B. Construction Management and Payment

1. DISTRICT, with the assistance of COUNTY, shall administer and coordinate the construction-related work as provided herein.
2. DISTRICT, with assistance and approval of COUNTY, shall advertise for construction bids; conduct a bid opening; prepare construction contract documents; and award construction contract(s).
3. DISTRICT shall require the contractor to provide adequate liability insurance that includes COUNTY and CITY. The contractor shall be required to indemnify COUNTY and CITY. Copies of the insurance coverage shall be provided to COUNTY and CITY.
4. DISTRICT, with assistance of COUNTY, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of COUNTY, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to COUNTY on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.
5. DISTRICT, with approval of COUNTY, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.

6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
7. DISTRICT shall review and approve contractor billings and send them to COUNTY for approval. DISTRICT shall remit payment to contractor based on billings approved by COUNTY and DISTRICT.
8. DISTRICT, with assistance and written concurrence by COUNTY, shall prepare and issue all written change or work orders to the contract documents.
9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
10. DISTRICT shall provide COUNTY and CITY a set of reproducible "as-built" plans.

C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by DISTRICT and COUNTY. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by the PARTIES.

9. MAINTENANCE

PARTIES agree that CITY shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at CITY's request, shall assist CITY with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to CITY, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

COUNTY and CITY agrees to regulate and control the floodplain of McIntyre Outfall within COUNTY and CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that COUNTY and/or CITY cannot obligate itself by contract to exercise its police powers. If COUNTY and/or CITY fails to regulate the

floodplain of McIntyre Outfall within COUNTY and/or CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and COUNTY and/or CITY shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

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PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

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This Agreement may be terminated upon thirty (30) day's written notice by COUNTY or DISTRICT, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of all PARTIES and only upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions and subject to the maximum amount of each party's contribution as set forth herein.

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presented to the public by the selected design engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist COUNTY or CITY as needed and appropriate.

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In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

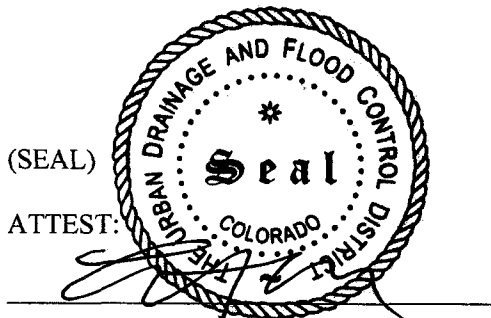
Notwithstanding any other term, condition, or provision herein, each and every obligation of COUNTY, CITY and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of COUNTY, CITY and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

3. All other terms and conditions of Agreement No. 07-03.04 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.



URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By Paul A. Heishman

Title Executive Director

Date 12/18/09

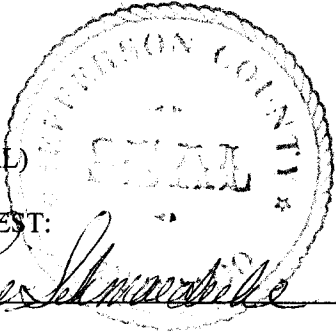


AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
MCINTYRE OUTFALL AT SWAMP ANGEL DETENTION BASIN, JEFFERSON COUNTY

Agreement No. 07-03.04C

(SEAL)

ATTEST:


[Signature]

COUNTY OF JEFFERSON

By

[Signature]
Chairman, Board of County Commissioners

Date

11.18.09

APPROVED AS TO FORM:

[Signature]
Kourtney Hartmann
Assistant County Attorney

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
MCINTYRE OUTFALL AT SWAMP ANGEL DETENTION BASIN, JEFFERSON COUNTY

Agreement No. 07-03.04C



Attest:

Susan H. Brook

CITY OF GOLDEN

By

Title Mayor

Date

12/04/09

APPROVED AS TO FORM:

McHill
City Attorney

AGREEMENT
REGARDING ENGINEERING DESIGN SERVICES
FOR IMPROVEMENTS TO MCINTYRE OUTFALL AT SWAMP ANGEL DETENTION BASIN,
JEFFERSON COUNTY

Agreement No. 07-03.02

Exhibit A
PROJECT LIMITS

