

## EXHIBIT A

### FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

**THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT** (“First Amendment”) is entered into by and between the **CITY OF COMMERCE CITY**, a municipal corporation of the State of Colorado (“City”), and **BUFFALO RIDGE METROPOLITAN DISTRICT**, a Colorado metropolitan district (“Buffalo Ridge”), jointly (“the Parties”).

#### RECITALS:

A. The Parties entered into an Intergovernmental Agreement dated October 17, 2022, (the “Agreement”) to cause the installation and construction of public improvements for the expansion of 120<sup>th</sup> Avenue from west of Chambers Road to east of High Plains Parkway.

B. The Parties wish to amend the Agreement to increase the respective cost allocation amounts for each Party, and update the scope of work.

NOW THEREFORE, in consideration of the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section **2.** of the Agreement entitled “**Construction Terms**”, Subsection b. is hereby deleted in its entirety and replaced with:

“The Parties each agree that in connection with real property under their respective control or ownership, if any, they will provide all necessary property interests, easements, licenses, and/or rights of ways deemed necessary for construction of the Project, at no cost to the other Party hereto. All requisite property interests as are necessary for construction of the Project shall be referred to herein as the "Property Rights." The City has acquired, and/or obtained, at its cost, all the Property Rights on both the north half and the south half of 120th Avenue.”

2. Section **3.** of the Agreement entitled “**Project Cost Allocation**”, Subsection a. entitled “Buffalo Ridge Cost Allocation,” subsection (i) is hereby deleted in its entirety and replaced with:

“Buffalo Ridge has already invested approximately \$700,000 for design work on both the south and north half of the Project. In addition to such previously invested amount, Buffalo Ridge shall contribute an additional total of **\$5,600,000.00** (“**Buffalo Ridge Contribution**”) for the Project. The Buffalo Ridge Contribution shall include the following costs to be paid by Buffalo Ridge:”

3. Section **3.** of the Agreement entitled “**Project Cost Allocation**”, Subsection a. entitled “Buffalo Ridge Cost Allocation,” subsection (i)(3) is hereby deleted in its entirety and replaced with:

“All landscaping installation on the South Half until the Buffalo Ridge Contribution is exhausted, including costs for installation of native seeding occurring on the North Half. In the event that any additional landscaping installation costs exceed Buffalo Ridge's Contribution, the City shall pay for such additional costs for landscaping, upon reasonable conferral of the Parties as to the remaining costs; and”

4. Section 3. of the Agreement entitled “**Project Cost Allocation**”, Subsection b. entitled “City Cost Allocation,” subsection (i) is hereby deleted in its entirety and replaced with:

“The City shall contribute a total of **\$6,929,539.19** (the “**City Contribution**”) for the Project. The City Contribution shall include the following costs paid by the City:”

5. Section 3. of the Agreement entitled “**Project Cost Allocation**”, Subsection b. entitled “City Cost Allocation,” subsection (i)(7) is hereby deleted in its entirety and replaced with:

“Reserved.”

6. Section 3. of the Agreement entitled “**Project Cost Allocation**”, Subsection d. is hereby deleted in its entirety and replaced with:

“For change orders exceeding \$20,000, upon reasonable conferral with the City and then upon receipt of written approval from the City as to an individual change order, Buffalo Ridge shall have the authority to approve such change orders. The City shall not withhold its written approval hereunder as long as (1) such change order does not exceed a 5% contingency allotted for costs identified in the respective bid schedules; and (2) such change order is consistent with all approved plans and specifications. The Parties agree that for any non-emergency change orders proposed related to the City's Contribution, exceeding \$20,000, Buffalo Ridge shall present the same to the City for review and consideration. The City shall have five (5) business days to consider non-emergency change orders and if no objection is made within the allotted time period, the same shall be deemed approved. In the event of an emergency change order, the City shall respond within twenty-four (24) hours of receipt of such change order request, with receipt being defined as the delivery to the City's Representative hereunder at the physical address and/or the email address set forth below. If the City objects to such change order, the Parties shall meet and work in good faith to resolve the issue. An "emergency" shall involve events that impact immediate public safety concerns or other events of an emergent nature, such as water or gas line breaks.”

7. Section 3. of the Agreement entitled “**Project Cost Allocation**”, Subsection e. is hereby deleted in its entirety and replaced with:

Buffalo Ridge agrees to submit a detailed, itemized monthly statement to the City for review. The statement will show cost information for the South Half and the North Half, and make specific references to the work performed for the Project. The City

agrees to reimburse Buffalo Ridge within forty-five (45) days of receiving each invoice up to the total amount of the Buffalo Ridge Contribution. The City may object to any errors related to an amount identified in the invoice and the Parties shall reasonably confer in an effort to resolve any such invoice objections. The Parties acknowledge that in order to avoid unnecessary delays and costs for the Project, each Party must make available personnel who are empowered to act and make decisions on behalf of such Party in an expeditious manner. For all matters to be determined by the City pursuant to this Agreement, and for all matters as shall be permissible pursuant to existing City procedures, the City shall designate a representative (the "City Representative"), who shall be available for immediate consultation on matters related to change orders, and any other matter to be determined by the City in connection with this Agreement. Unless subsequently notified otherwise, the name and contact information of the City Representative shall be:

City Representative: Mike McGoldrick, P.E.  
Address: 8602 Rosemary Street, Commerce City, CO 80022  
Phone Number: 303-286-4846  
Email: mmcgoldrisk@c3gov.com”

8. Section 5. of the Agreement entitled “**Certification of the Project and Final Payments.**”, Subsection a. is hereby deleted in its entirety and replaced with:

“After Initial Acceptance of the Project by the City and Buffalo Ridge from the construction contractor, Buffalo Ridge will provide written certification to the City ("Certification"), which will include an accounting of all costs related to construction of the Project, exclusive of the Design Work. The Certification shall include the final amount of the Parties' respective costs, The City may object to any errors related to amount identified in the Certification within thirty (30) days of the date of the Certification (the "Reporting Period"). The City shall reimburse Buffalo Ridge for any underpayment not later than forty-five (45) days after the Reporting Period and if not paid within such time period, interest shall accrue on the City Reimbursement Amount at the rate of six percent (6.0%) per annum until paid in full to Buffalo Ridge. Buffalo Ridge shall return any overpayment to the City not later than forty-five (45) days after the Reporting Period and if not paid within such time period, interest shall accrue at the rate of six percent (6.0%) per annum until paid in full to the City.”

9. **EXHIBIT B**, entitled “**PRINCIPAL ARTERIAL CROSS SECTIONS**” is hereby deleted in its entirety and replaced with Exhibit B-1. All references in the original Agreement to Exhibit B now refer to Exhibit B-1. Exhibit B-1 is attached hereto and incorporated by reference herein.

10. This First Amendment will not be effective or binding on the City until it has been fully executed by all required signatories of the City of Commerce City, and if required by Charter, approved by the City Council.

IN WITNESS WHEREOF, the parties have executed this First Amendment Intergovernmental Agreement as of \_\_\_\_\_, 2025.

**CITY OF COMMERCE CITY**

\_\_\_\_\_  
Steve J. Douglas, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kim Garland, Acting City Clerk

\_\_\_\_\_  
Kwali M. Farbes, Senior Assistant City Attorney

**BUFFALO RIDGE METROPOLITAN  
DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title