

CITY OF COMMERCE CITY SITE IMPROVEMENT COOPERATIVE AGREEMENT

AGREEMENT made this ____ day of _____, 2016, by and between COMMERCE CITY, hereinafter referred to as "City", and the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, hereinafter referred to as "RTD."

W I T N E S S E T H:

WHEREAS, the City and RTD have determined a need for certain transit related improvements, defined in Section One hereof as the "Project"; and

WHEREAS, the parties hereto desire to participate in certain funding, construction, installation and maintenance duties concerning the Project as described herein; and

WHEREAS, the City is responsible for the management and control of certain property upon which the Project will be constructed.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION ONE THE PROJECT

The Project consists of site improvements within Commerce City. RTD will be contributing to the installation of the following:

1. Curb modifications to 60th Ave. and Trenton St.
2. Bus stop installation on Trenton St. South bound between 60th Ave. and Prairie Pkwy.
3. Bus stop installation on Trenton St. North bound between 60th Ave. and Prairie Pkwy.
4. Bus stop installation on Prairie Pkwy East bound far side of Victory Way
5. Bus stop installation on Prairie Pkwy West bound near side of Victory Way

SECTION TWO RTD'S OBLIGATIONS

- A. The RTD shall approve all final Project plans and estimates prior to construction as provided by the City within 15 days of receipt by RTD. RTD shall notify the City of any disapproval of such plans and estimates in writing within 15 days of such receipt, or be deemed to have approved such plans and estimates.
- B. RTD shall inspect the completed Project and prepare a punch-list of any unsatisfactory or incomplete project work.
- C. The RTD will provide partial funding for the actual cost of the Project, RTD's contribution shall be 50% of the estimated construction installation cost of the curb modification and 100% of the cost for each boarding area to meet RTD standard boarding area, with a maximum contribution of **\$20,400.00**, as its one-time cash contribution towards the

Project. RTD shall remit such funds to the City within sixty (60) days of receipt of billing which may be submitted upon completion and final inspection of the project. RTD shall not be required to fund any part of the Project for which it has given timely notice of disapproval.

SECTION THREE CITY OBLIGATIONS

- A. The City will provide RTD with final Project plans, specifications and estimates no later than 15 days prior to commencement of work on the Project Site.
- B. The City will construct the Project no later than October 14, 2016. Construction shall be in accordance with City details, specifications and standards.
- C. The City will obtain bids, necessary permits and/or variances to build and maintain the Project. The City shall choose the contractor to carry out the project.
- D. The City and Contractor shall indemnify RTD against and hold RTD harmless from all third-party claims, costs or demands concerning or arising from the Project.
- E. The City or its agent or contractor must obtain the following insurances and keep them in force for the duration of the construction period, with the limits as indicated.
 - 1. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. If a Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$600,000.00 combined single limit per occurrence for bodily injury and property damage.
 - 3. Worker's Compensation and Employers Liability: Statutory Workers' Compensation limits, Employers Liability limits of \$600,000.00 per occurrence.

SECTION FOUR NOTICE OF COMPLETION

The City shall give the RTD written notice of completion of the Project upon its completion.

SECTION FIVE PROHIBITED INTERESTS

No officer, member, or employee of the RTD, and no members of its governing body, and no other public official or employee of the governing body of the locality or localities included within the District, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement, or the proceeds thereof.

SECTION SIX INDEPENDENT CONTRACTORS

It is expressly understood and agreed that the RTD and the City do not intend to act for or in place of the other, and do not intend to be and shall not in any respect be deemed agents of each other, but shall each be an independent entity.

SECTION SEVEN NO THIRD PARTY BENEFICIARY

Nothing herein shall be construed as giving rise to any rights or benefits to any third-party. The RTD and the City expressly disclaim any intent to create any third-party beneficiary status or rights in any person or entity not a party to this agreement.

SECTION EIGHT MISCELLANEOUS

- A. Notices. Any notice to be given hereunder shall be deemed given when sent by registered or certified mail to the addresses below :

RTD
Department of Legal Counsel
1600 Blake Street
Denver, CO 80202

Commerce City:
Director of Public Works
8602 Rosemary Street
Commerce City, CO 80022

- B. Severability. Should any provision of this agreement be declared invalid by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.
- C. Equal Employment Opportunity. In connection with the performance of this Agreement, the City, or it's agent, contractor or RTD shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The City or it's agent, contractor and RTD shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the City or it's agent, contractor and RTD will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
- D. Agreement Binding. This Agreement shall benefit and be binding upon the successors and assigns of the parties hereto.
- E. Laws to Apply. The Project shall be carried out in accordance with the laws of the State of Colorado and all applicable Federal laws & regulations.

- F. **Amendment.** This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- G. Any RTD or City financial obligation contained herein that may extend beyond the applicable party's current fiscal year as of the date of execution hereof is subject to budgeting and irrevocable appropriation by the governing body of such party, and shall be of no effect without such budgeting and appropriation.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and date first above written.

APPROVED AS TO LEGAL FORM REGIONAL TRANSPORTATION DISTRICT
FOR THE REGIONAL TRANSPORTATION DISTRICT

By: _____
Legal Counsel

By: _____
Dave Genova
General Manager
Regional Transportation District

ATTEST:

Commerce City:

By: _____

By: _____
Brian K. McBroom
City Manager
City of Commerce City