

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
CITY OF COMMERCE CITY  
AND  
CITY AND COUNTY OF DENVER  
REGARDING  
DESIGN, CONSTRUCTION, AND FUNDING RELATED TO TOWER ROAD AND THE  
TOWER ROAD/PENA BOULEVARD INTERCHANGE**

**THIS INTERGOVERNMENTAL AGREEMENT ("Agreement")** is made and entered into as of the date stated on Denver's signature page below, by and between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution ("**Denver**"), and the **CITY OF COMMERCE CITY**, a Colorado home rule municipal corporation organized and existing and by virtue of the laws of the State of Colorado ("**Commerce City**"), (collectively the "**Parties**").

**RECITALS:**

A. The Parties entered into an intergovernmental agreement called the "Tower Road Interchange Contract" dated March 17, 1992 (the "**Interchange IGA**"), which provided for construction and funding of two initial ramps at the intersection of Tower Road and Pena Boulevard, and acknowledged potential future expansion to include two additional ramps.

B. A third ramp, an off ramp to Tower Road from eastbound Pena Boulevard was constructed by Denver's Department of Public Works ("**Public Works**") with financial contribution from adjacent private property owners.

C. The Parties entered into an amendment to the Interchange IGA dated May 11, 2015 ("**Amended Interchange IGA**"), which provides for the construction of the fourth ramp, from Tower Road to westbound Pena Boulevard, by Commerce City, referred to as the Final Interchange Improvements ("**On Ramp Project**").

D. The On Ramp Project anticipates constructing a new on ramp from Tower Road to westbound Pena Boulevard, removal and relocation of a portion of the existing westbound off ramp, reconstruction of the intersection of the ramps with Tower Road and replacement of the existing traffic signal with a new signal in the ultimate location to facilitate Tower Road widening in the future so as to reconfigure the westbound ramps to a "tight diamond" configuration in accordance with direction from Denver's Department of Aviation ("**DEN**") (see Exhibit A), including any necessary street lighting, storm water detention and water quality ponds and landscaping within Denver.

E. Denver will cooperate with Commerce City in the widening of Tower Road to four lanes from the southern boundary of Commerce City through Denver property to the southernmost edge including the area of the southern signalized intersection of the Tower Road-

Pena Boulevard Interchange and appurtenances related to the interchange, including the installation of additional signal heads, but excluding the total reconstruction of traffic signals (“**Denver Tower Road Widening Project**”).

F. The Denver Tower Road Widening Project anticipates widening Tower Road from two lanes (one lane in each direction) to four lanes (two lanes in each direction) with curb and gutter and a native grass median as well as construction of related improvements including, but not limited to: sidewalks, street lighting (to be installed by Public Service Company), however the design for the lighting will be provided as part of the Project), storm water detention and water quality ponds, any necessary utility relocation, minimal landscaping within Denver, and provisions for future landscaping. It is specifically intended that the Denver Tower Road Widening Project and the On Ramp Project will not reconstruct the existing intersection at the southern end of the project. (Mill and overlay work has been proposed.)

G. This Agreement attempts to address cost sharing, timing of payment, financing, design, and construction of the Denver Tower Road Widening Project so that it can be constructed in conjunction with Commerce City’s On Ramp Project.

H. Commerce City has caused to be completed for-construction design documents, through its design contract with Fellsburg Holt & Ullevig, Inc., dated \_\_\_\_\_, 2017 (“**Plans**”) for the On Ramp Project and the Denver Tower Road Widening Project (collectively, “**Project**”).

I. Commerce City intends to cause to be completed final design documents for the construction of the Project at its sole expense but with input and review from DEN and Public Works.

J. Denver has included funding for the Denver Tower Widening Project in its short term capital improvement program as described below. Subject to funding availability, Denver is willing to participate in and support the completion of the Project in accordance with the terms and conditions of this Agreement.

K. Governmental entities are authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 1 8(2)(a) of the Colorado Constitution, and Section 29-1 -203, C.R.S.

L. The Parties now wish to enter into this Agreement to define the roles and responsibilities of the Parties with respect to the Project.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

**1. Environmental Analysis and Design**

Subject to the receipt of acceptable proposals, the availability of funds, and the terms and conditions of this Agreement, Commerce City will contract with a qualified and experienced consultant(s) to provide environmental analysis & documentation and preliminary & final design services to support Denver and Commerce City in the development of the Project. Commerce

City's laws and policies shall be followed in soliciting, selecting, contracting, and administering any contract with any consultant. The design of the Project for construction will be completed in accordance with all applicable Denver laws, construction rules and regulations, and design standards. Denver's ordinances, regulations and policies regarding procurement, the administration of public works contracts, prevailing wages, small business enterprise, and related socio-economic programs shall not be followed.

## **2. Construction**

### **A. Contractor and Construction.**

- i. Subject to the receipt of acceptable bids, the availability of funds, and the terms and conditions of this Agreement, Commerce City will perform or cause to be performed all work effort required to complete the Project and will contract with a qualified and experienced contractor(s) to construct the Project in accordance with the Plans, as may be modified through change orders that will be reviewed and accepted by Denver in accordance with this Agreement.
- ii. In the event that bids to construct the Denver Tower Road Widening portion of the Project exceed the Project Cost Estimate for that work (excluding contingency), Denver agrees to participate in good faith negotiations with the lowest responsive and responsible bidder, as determined by Commerce City, to reduce the price for the work. If Denver does not contribute or obligate additional funds to construct such work or acceptable agreement cannot be reached to reduce the cost of the Denver Tower Road Widening Project, Commerce City, as a last resort, shall be permitted to remove such work from the Project and construct the On Ramp Project without further approval or agreement, consistent with the Amended Interchange IGA. In such event, Denver shall not be obligated with respect to payments for the Denver Tower Road Widening portion of the Project but shall cooperate with Commerce City with respect to the On Ramp Project in accordance with this Agreement and the Amended Interchange IGA.
- iii. Commerce City's laws and policies shall be followed in soliciting, selecting, contracting, and administering contracts with any contractor. The construction of the Project will be completed in accordance with all applicable Denver laws, construction rules and regulations, and design standards. Denver's ordinances, regulations and policies regarding procurement, the administration of public works contracts, prevailing wages, small business enterprise, and related socio-economic programs shall not be followed by Commerce City.
- iv. Commerce City is not obligated to incur any costs or construct any portion of the Project, or any portion thereof, if funds are not available

or if Denver fails to make such contributions as are required by this Agreement.

- v. Commerce City is not required to include in the Project any change orders requested or required by Denver which are outside the scope of, or are enhancements to, the original Project unless Denver provides or obligates funding for such additional items.
- vi. Commerce City or its contractor(s) will be responsible for obtaining and maintaining and/or causing to be obtained and maintained all required permits, licenses or other governmental authorizations and approvals necessary to complete the Project and shall, at all times during construction, ensure or cause to be ensured, compliance with all laws, statutes, rules and regulations and the terms and conditions of this Agreement.
- vii. Until Acceptance, as defined below, Commerce City shall be responsible for maintenance, repair, or replacement costs associated with the Project (including snow and ice removal) unless otherwise stated in the Amended Interchange IGA. After Acceptance, Commerce City shall have no ongoing responsibility for maintenance, repair, or replacement costs associated with the Project except to the extent of the warranty provided by this Agreement (excluding snow and ice removal) and to the extent provided by the Amended Interchange IGA. After Acceptance, on-going maintenance and operations responsibilities for the Project will be performed by Denver, through DEN for the On Ramp Project and Public Works for the Denver Tower Road Widening Project, unless otherwise agreed.

B. Process for Modifications to the Work. No material changes to the Plans will occur during construction, unless first approved in accordance with this Agreement, for the Denver Tower Road Widening Project, or the License, for the On Ramp Project to the extent not consistent with this Agreement.

- i. All material changes to the work shall be completed in accordance with Commerce City's change process as defined in Article 9 of Commerce City's General Conditions, as modified by this Agreement, which is substantially similar to the provisions of Title 11 of the Denver Standard Specifications for Construction Contracts ("Title11").
- ii. Commerce City shall provide Denver with comprehensive and detailed information to support all change requests, as reasonably required by Denver.
- iii. For the Denver Tower Road Widening Project, field orders and change directives not involving any contribution of funds by Denver above

Denver's Share, as defined below, may be approved by the Denver Project Manager and the Group Supervisor, Capital Projects Management. Denver shall provide verbal response to such change requests within two (2) working days and shall provide written approval within five (5) working days from receipt of a written request from Commerce City..

- iv. Change requests for the Denver Tower Road Widening Project involving additional contributions of funds by Denver above Denver's Share, as defined below, may be approved by the Denver Manager, without the requirement of any further action by Denver City Council. Denver shall provide written approval of such requests within twenty (20) working days of receipt of a written request from Commerce City. The Denver Manager is authorized to approve and execute any Commerce City Change Orders in the same manner as he would be able to execute Change Orders as part of a Denver construction contract in accordance with Title 11.

C. Project Administration and Management. Commerce City will perform or cause to be performed all Project administration and management functions required for the construction of the Project, including awarding, letting and administration of all Project construction contracts. Denver will not direct Commerce City's contractor or the work in any manner.

D. Insurance. Commerce City will obtain and keep in force, or will require the contractor to obtain and keep in force, during the construction of the Project, insurance in amounts and coverages appropriate for the Project, as described in the form insurance certificate (see Exhibit C). Denver shall be named as an additional insured on all required coverages, except professional liability coverage. The insurance coverage form states the minimum requirements, and these requirements, do not lessen or limit the liability of Commerce City or its contractors. Commerce City will reasonably cooperate with Denver in the enforcement of the provisions of this paragraph and the insurance required by it.

E. Bonds. Prior to the commencement of any construction, Commerce City or its contractors shall furnish bonds to Denver assuring one hundred percent (100%) performance and labor and material payment to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools and equipment used directly or indirectly by said contractors, subcontractors, and suppliers in the prosecution of the work to be performed for the Project, and shall protect Denver from any liability, losses, or damages therefrom. Such bonds shall be issued by a surety acceptable to Denver and licensed to transact business in the State of Colorado. Denver shall be named as a dual obligee on all bonds. Commerce City will reasonably cooperate with Denver in the enforcement of the provisions of this paragraph and the bonds required by it.

F. Indemnity; Warranties. Commerce City will, in all contracts for the Project, designate Denver as an express third party beneficiary for enforcing all warranties, guarantees, defective performance rights and rights of recovery for Project defects or Commerce City shall assign to Denver all warranty, guarantee, defective performance, delay and damage recovery contract rights (excluding any rights to liquidated damages) enforceable with respect to the Project. Commerce City will reasonably cooperate with Denver in the enforcement of the provisions of this paragraph and the warranties, guarantees, defective performance rights and rights of recovery required by it. Commerce City shall include in its agreements with its contractors provisions to indemnify, defend and hold harmless Denver and the property subject to the License Agreement, to the extent permitted by law. Warranty requirements shall be specified to meet Denver's standards, but not length of warranty, which shall be one (1) year from Acceptance, as defined below.

G. Delays. Denver shall be responsible for the costs associated with any delays to the Project schedule arising from changes to the Plans (for the Denver Tower Road Widening Project but not the On Ramp Project) requested by Denver for new items or for Denver's unreasonable delay in the exercise of its rights under this section. The costs associated with any delays necessitated by design changes required due to defective plans, to the extent related to the On Ramp Project, or due to additions or changes requested by Commerce City shall be the responsibility of Commerce City.

H. Substantial Completion. Commerce City will provide the Denver Representative with written notification of substantial completion of the Denver Tower Road Widening Project and the Denver Representative shall participate in all punch list reviews and sign off on the Project punch list. Substantial completion of the On Ramp Project will be in accordance with the License. Commerce City shall also notify the Denver Project Manager, as defined below, of all testing, commissioning, equipment training and close out activities, if any, with respect to the Denver Tower Road Widening Project, and the Denver Representative shall arrange for the participation of appropriate Denver personnel.

I. Final Inspection and Acceptance. DEN shall inspect and accept the On Ramp Project and Public Works shall inspect and accept the Denver Tower Road Widening Project. The process and standards for inspection and acceptance of the On Ramp Project will be in accordance with the License. Upon written notification of final completion of the Denver Tower Road Widening Project, Denver will undertake such inspection as it deems necessary to verify, to Denver's satisfaction, that the Denver Tower Road Widening Project has been constructed in accordance with the accepted final Project Plans, and is at final completion. "Final Completion," as such term is used in this Agreement, shall mean when Commerce City's construction manager considers that the work is complete, and all punch list items have been corrected or otherwise addressed to Commerce City's satisfaction. Commerce City shall submit all documentation or other certifications necessary to demonstrate that the Denver Tower Road Widening Project is free of all liens and claims. Following such inspection and receipt of "record drawings," or other reasonably requested materials, Denver will either notify Commerce City of any observed construction deficiencies, design deviations, or incomplete work which must be

corrected or completed before Denver's acceptance or issue a written "Acceptance" of the Denver Tower Road Widening Project, at which time such portion of the Project will be deemed "Accepted" by Denver. In no event shall Denver's Acceptance of any part of the Project constitute a waiver of liability for any defects, deficiencies or errors in the Project.

### **3. Construction Management**

Subject to the receipt of acceptable proposals, the availability of funds, and the terms and conditions of this Agreement, Commerce City will contract with a qualified firm to serve as a construction manager to manage the design and construction of the Project to final completion and acceptance by Commerce City and Denver. Commerce City's laws and policies shall be followed in soliciting, selecting, contracting, and administering contracts with any construction manager. Denver's ordinances, regulations and policies regarding procurement, the administration of public works contracts, prevailing wages, small business enterprise, and related socio-economic programs shall not be followed by Commerce City.

Commerce City will perform or cause to be performed all construction observation, testing and inspection, as required to ensure compliance with the terms of this Agreement and will provide Denver with copies of the results of all such observations, testing and inspection. Denver may also perform periodic construction observation, testing and inspection on behalf of Denver, as deemed necessary by Denver, at its sole cost and expense.

### **4. Project Management, Coordination and Liaison**

A. Commerce City Representative. Commerce City's Director of Public Works, the "**Commerce City Representative**," is responsible for carrying out Commerce City's obligations and responsibilities under this Agreement, including all environmental analysis, design, construction, and construction management oversight and administration, obligations and responsibilities. Commerce City shall have overall responsibility for completing the Project in accordance with the terms and conditions of this Agreement. Commerce City may change its authorized representative designation at any time by providing written notice to Denver of such change.

B. Denver Representative. Denver's Manager of Public Works ("**Manager**") is vested with the authority to act on behalf of Denver under this Agreement except with respect to the On Ramp Project. The Manager hereby designates Denver's City Engineer as Denver's authorized representative for the purpose of directing and administering Denver's activities in furtherance of this Agreement ("**Denver Representative**"). The Denver Representative may delegate some functions to the Group Supervisor, Capital Projects Management ("**Supervisor CPM**"). Denver's City Engineer will designate, in writing, a project manager with authority to act as Denver's representative in directing and administering the day-to-day activities under this Agreement, including all approvals and actions not expressly reserved to the Manager, the Denver Representative or the Supervisor CPM ("**Denver Project Manager**"). The Manager of Aviation may appoint a DEN Representative ("**DEN Representative**") for the purpose of directing and administering DEN's activities with regard to the On Ramp Project in furtherance of this

Agreement. The Managers may change these authorized representative designations at any time by providing written notice to Commerce City of such change.

C. Cooperation and Coordination. The Parties will cooperate and coordinate fully with each other through the Commerce City Representative, the Denver Representative, the Denver Project Manager and the DEN Representative, respectively, in completing the Project in accordance with the terms and conditions of this Agreement, the Interchange IGA, as amended, and the License. To facilitate coordination, cooperation and communication, Commerce City shall provide to Denver, if requested in writing by the Denver Representative or the DEN Representative, one (1) copy of all communications between Commerce City and the construction manager regarding the Project; and (2) timely notice of all Project-related meetings and presentations.

D. Communications. Commerce City will, during construction of the Project, notify and give the Denver Project Manager or his/her designee and the DEN Representative or his/her designee an opportunity to attend and participate in all construction meetings. The Denver Representative and DEN Representative will also be afforded full access to the construction site during Project construction. All Denver communications regarding the Denver Tower Road Widening Project will be directed through the Denver Project Manager to the Commerce City Representative. All Denver communications regarding the On Ramp Project will be directed through the DEN Representative to the Commerce City Representative.

E. Expenditure Reporting. Commerce City will, during construction of the Project, provide the Denver Project Manager or his/her designee with monthly written reports detailing actual Project expenditures.

## **5. Project Costs and Funding Ratio Provisions**

A. Cost Sharing. Subject to the funding conditions and limitations set forth in this Section 5 and elsewhere in this Agreement:

- i. Commerce City and Denver will share the costs associated with this Project in accordance with this Agreement;
- ii. Commerce City will pay all invoices associated with the environmental analysis, design, construction, and construction management of the Project;
- iii. Denver will reimburse Commerce City for Denver's Share, as defined below.

B. Appropriation of Funds. Commerce City represents that it has appropriated and encumbered sufficient funds to pay all such costs and expenses as reflected in the Project Cost Estimate, as defined below, excluding any amounts to be paid by Denver prior to construction.



C. Project Cost Estimates. Based on the Plans, Commerce City has prepared a “**Project Cost Estimate**” for the Project (see Exhibit B). The Project Cost Estimate is Twelve Million One Hundred Seventy-Eight Thousand Nine Hundred and Sixteen Dollars and Zero Cents (\$12,178,916.00), including a contingency amount of 2%. Commerce City and Denver have reviewed and accepted the Project Cost Estimate for purposes of allocating costs under this Agreement.

D. Funding Responsibilities and Maximum Obligations. The Project costs attributable to each party shall be determined using the following funding ratios and credits.

- i. On Ramp Project. Commerce City will be responsible for all estimated and actual costs associated with the On Ramp Project, as further shown in Exhibit E.
- ii. Denver Tower Road Widening Improvements.
  - a. Denver will be responsible for one hundred percent (100%) of the actual costs of construction to complete the Denver Tower Road Widening Improvements, as further shown in Exhibit E, including any change orders, up to the amount of the estimate contained in Exhibit B (Six Million Dollars and Zero Cents (\$6,000,000.00) excluding from this limitation any costs associated with delays for which Denver is responsible, additional work requested by Denver, applicable interest and a prorated share of 45 percent (45%) of construction management costs (“**Denver’s Share**”). Denver’s maximum reimbursement obligation under this Agreement for the completion of the Denver Tower Road Widening shall in no event exceed Denver’s Share, except as provided by this Agreement or otherwise mutually agreed by the Parties.
  - b. Commerce City will be solely responsible for the costs of environmental analysis, design, and its pro rata share of construction management (55%) of the Denver Tower Road Widening Improvements, except for any costs associated with delays for which Denver is responsible, for additional work requested by Denver, or as otherwise mutually agreed by the Parties.
  - c. Additional costs arising from any unforeseeable conditions affecting the Denver Tower Road Widening Project shall be shared by the Parties subject to Denver’s maximum amount payable set forth herein unless specifically excepted. Notwithstanding the foregoing, Denver agrees to engage in value engineering and negotiations to address any cost arising from an unforeseen condition affecting the Denver Tower Road Widening Project that exceeds Denver’s maximum amount payable.
  - d. If any changes to the Plans or Project Cost Estimate are approved by the Parties as set forth in Section 2.B. above, the Parties shall

pay for increases due to change orders or receive credits for decreases due to change orders based on corresponding allocations to the Parties financial obligations as set forth in this Agreement.

E. Fees and Penalties. No party shall be liable for the payment of fees, late charges, or penalties of any nature except as expressly stated in this Agreement. All applicable regulatory fees relating to construction that could be imposed by Denver including, but not limited to inspection fees and permit fees, are hereby waived by Denver and shall not be imposed for work relating to the Project.

F. Initial and Interim Payments.

- i. Upon full execution of this Agreement, Denver will pay One Million Five Hundred Thousand Dollars and no Cents (\$1,500,000.00) to Commerce City as an initial payment against Denver's Share.
- ii. On or before the 31st day of January, 2018, Denver shall pay One Million Two Hundred and Forty-Six Thousand Dollars and No cents (\$1,246,000.00) to Commerce City as a payment against Denver's Share.
- iii. On or before the 31st day of January, 2019, Denver shall pay One Million Two Hundred and Forty-Six Thousand Dollars and No cents (\$1,246,000.00) to Commerce City as a payment against Denver's Share.
- iv. On or before the 31st day of January, 2020, Denver shall pay One Million Two Hundred and Forty-Six Thousand Dollars and No cents (\$1,246,000.00) to Commerce City as a payment against Denver's Share.
- v. On or before the 31st day of January, 2021, Denver shall pay to Commerce City the balance due in accordance with the Final Cost Allocation provided for below.
- vi. Interest shall accrue on all amounts owed by Denver under this Agreement, commencing January 31, 2018, at the rate of 2.5% simple interest per annum, as reduced by payments by Denver.
- vii. In the event Denver requests any change orders for work which are outside of the scope of, or are enhancements to, the Project, Denver shall pay to Commerce City all costs associated with such change orders when they are finally approved. Commerce City will not be obligated to include such additional work in the Project until funds have been received from or obligated by Denver.

G. Final Project Cost Reconciliation and Reimbursement.

- i. Final Cost Allocation. At or after final completion and acceptance of the Project by Denver and Commerce City, Commerce City will

provide to Denver a detailed cost accounting and any reasonably requested support documentation of the total actual costs paid by Commerce City in constructing the Project. From the total of actual costs paid, Commerce City will calculate, in accordance with the terms of this Agreement, Denver's actual share of the total actual costs paid for each component of the Project based on the funding allocations contained in in this Section ("**Final Cost Allocation**"). In no event shall the Final Cost Allocation exceed the maximum reimbursement obligation established by this Agreement, except as otherwise mutually agreed by the Parties and as otherwise set forth in this Agreement.

- ii. Reconciliation. Denver will review the Final Cost Allocation and supporting documentation and shall have the opportunity to reconcile the Final Cost Allocation with the supporting documentation. If Denver objects to the Final Cost Allocation, Denver will notify Commerce City within ninety (90) calendar days of receipt of the Final Cost Allocation and the Parties shall meet in a good faith effort to resolve any objections raised by Denver. If the objections are not resolved and the Final Cost Allocation is rejected by Denver, the Parties reserve all rights, defenses and remedies afforded by this Agreement with respect to the disputed costs.
- iii. Reimbursement. Upon Denver's acceptance of, or the Parties' mutual agreement to, the Final Cost Allocation, Denver will, subject to the conditions and limitations set forth in this Agreement, and in accordance with the payment schedule set forth above, reimburse Commerce City for the outstanding balance of costs attributable to Denver less any prior payments made under this Section 5. Reimbursement under this Agreement will be made as follows:
  - a. Public Works shall request that the Denver City Council appropriate, on an annual basis over the Repayment Term, as defined below, One Million Two Hundred Forty-Six Thousand Dollars (\$1,246,000.00) per year until Denver has satisfied all of its repayment obligations under this Agreement. Denver will make good faith efforts to appropriate funds to satisfy Denver's obligation under this Agreement.
  - b. Denver's payments shall be made on or before January 31 of each year.
  - c. Nothing contained herein shall preclude Denver from completely satisfying its entire reimbursement obligation with a single payment or in amounts which would satisfy its entire reimbursement obligation.

**6. Property Access and Improvements Ownership**

Denver, through DEN, grants access to Commerce City to the property necessary to complete the Project, which shall be set forth more fully in a separate License Agreement in substantially the form attached hereto (see Exhibit D). No License Agreement shall vary or contradict any term of this Agreement. This right to access shall terminate upon Acceptance by Denver, except to the extent required to perform the warranty requirements of this Agreement. Commerce City shall not own the underlying property or any of the improvements constructed during or subsequent to Acceptance. If any access rights are necessary, Commerce City will provide Denver with the appropriate legal descriptions and exhibits.

**7. Exhibits & Recitals**

The recitals to this Agreement and the following exhibits attached hereto are incorporated in this Agreement by reference.

- Exhibit A: DIA Letter dated October 17, 2014
- Exhibit B: Preliminary Project Cost Estimate
- Exhibit C: Denver insurance provisions
- Exhibit D: License Agreement
- Exhibit E: Cost Responsibilities

**8. Good Faith Efforts**

Commerce City and Denver agree to work diligently together and in good faith, using reasonable good faith efforts to resolve any unforeseen issues and disputes, to expeditiously review and approve submittals and effect an orderly prosecution of the Project and the prompt and expeditious payment of fees and charges for accepted work. The intent of the Parties is to expedite and not to delay the completion of the Project.

**9. Notice**

Any notice required by this Agreement shall be given as follows and shall be deemed received as of the date of hand-delivery, or as of the date indicated on the return receipt request of a certified mailing or overnight delivery as follows:

To Commerce City:

Director of Public Works  
City of Commerce City  
8602 Rosemary Street  
Commerce City, Colorado 80022

With a copy to:

City Attorney  
City of Commerce City  
7887 East 60th Avenue  
Commerce City, CO 80022

To Denver:

Manager of Public Works  
Webb Municipal Building  
201 West Colfax Avenue, Dept. 608  
Denver, Colorado 80202

With a copy to:

Denver City Attorney  
City Attorney's Office  
Room 353  
1437 Bannock Street

**10. General Provisions**

A. Condition Precedent. This Agreement is contingent upon all funds necessary for the Project being budgeted, appropriated and otherwise made available by the Parties.

B. Applicable Law. The Parties agree to comply with all applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed and as may be amended during the prosecution of the Project.

C. No Third Party Beneficiaries. Enforcement of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Commerce City and Denver; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person. Any person other than Commerce City and Denver receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

D. Conflict of Interest. No official, officer or employee of Denver shall have any personal or beneficial interest whatsoever in the services or property described herein. Commerce City will not to hire or contract for services any official, officer or employee of Denver or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

E. Non-Waiver. The Parties shall not be excused from complying with any provision of this Agreement by the failure of any party to insist upon or to seek compliance with such provisions. The Parties shall be entitled to review and audit the Project. Payment of any erroneous or improper billings shall not constitute acceptance, waiver or approval of such billing and, furthermore, all Parties shall be entitled to a refund based on each party's proportionate share of the Project cost, if any of the committed funds have not been expended on the Project.

F. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the parties hereunder.

G. Amendment. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties.

H. Enforcement. This Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado. It is specifically understood that, by executing this Agreement, each party commits itself to perform

pursuant to these terms contained herein, and that any breach hereof which results in any recoverable damages shall not cause the termination of any obligations created by this Agreement unless such termination is declared by the party not in breach hereof.

I. Force Majeure. The Parties will not be liable for failure to perform hereunder if such failure is the result of force majeure and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any force majeure. "Force majeure" means causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities.

J. No Limitation. Except as otherwise stated herein, this Agreement is not intended to limit in any way the powers and responsibilities of Commerce City and Denver, and any other entity not a party hereto.

K. No Assignment. No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other party.

L. Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

M. Further Assurances. At any time, and from time to time, upon request of any party, the party will make, execute and deliver or cause to be made, executed, and delivered to the requesting party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect the rights of the Parties under this Agreement.

N. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with regard to the subject matter of this Agreement. The Parties agree there have been no representations made other than those contained herein, that this Agreement constitutes the entire Agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

O. Authority. Each Party represents and warrants that it has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law, to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms. The person(s) executing this Agreement on behalf of each of the Parties warrants that they have full authorization to execute this Agreement.

P. Termination. The term of this Agreement shall commence on the date of execution and shall remain in effect until terminated in writing by the mutual consent of the Parties or by court order.

Q. Government Immunity. The Parties understand and agree that both the City and County of Denver and the City of Commerce City, their officers, officials, 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 to them by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or similar protections otherwise legally available to the Parties.

R. Appropriation. Notwithstanding any other term or condition of this Agreement, all obligations of either party under this Agreement, including all or any part of any payment or reimbursement obligations, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement through each party's legally required budgeting, authorization, and appropriation process. Further, neither party, by this Agreement, creates a multiple fiscal year obligation or debt either within or without this Agreement. It is anticipated that appropriations for the purpose of this Agreement, if made at all, will be made on an annual basis. Neither party, however, by this Agreement binds future legislatures to make such appropriations.

S. No Discrimination in Employment. In connection with the performance of work completed on Denver property under this Agreement, Commerce City agrees, and agrees to require its contractors to agree, not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender expression or gender identity, marital status, or physical or mental disability; and Commerce City further agrees to insert the foregoing provision in all contracts related to work performed under this Agreement.

T. Inspection of Records. The Parties agree that any duly authorized representative of Denver or Commerce City, including the Denver Auditor, or any internal or external auditor of either party, shall until the expiration of three (3) years after the final reconciliation or payment under this Agreement, have access to and the right to copy any non-privileged books, documents, papers, and records involving transactions and work related to this Agreement. In connection with any work performed hereunder on items of work toward which federal funds may be received, Denver, the Comptroller General of the United States, the FAA, and their authorized representatives shall have access to any books, documents, papers, and records for the purpose of making audit, examination, excerpts and transcriptions.

U. Bond Ordinances. This Agreement is in all respects subject and subordinate to any Denver bond ordinances applicable to DEN and Denver's airport system and to any other bond ordinances which should amend, supplement or replace such bond ordinances. The Parties acknowledge and agree that any property subject to this Agreement which was financed by the net proceeds of tax-exempt bonds will be owned by Denver at the time Denver makes all required payments under this Agreement.

V. Agreement Subordinate to Agreements with United States. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between Denver and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to Denver for airport purposes and the expenditure of federal funds for the development of Denver's airport system.

W. Agreement Subordinate to Funding Agreement. Denver acknowledges that Commerce City is receiving funding for the Final Interchange Improvements pursuant to an Intergovernmental Agreement by and between E-470 Public Highway Authority and City of Commerce City Regarding Funding Related to Tower Road/Pena Boulevard Interchange ("**Funding Agreement**"). Nothing in this First Amendment shall restrict Commerce City from complying with the terms of the Funding Agreement.

X. No Modification of Interchange IGA. This Agreement is not intended to modify the Amended Interchange IGA. Nothing in this Agreement or the performance of this Agreement shall restrict the City's right to construct the On Ramp Project pursuant to the Amended Interchange IGA, including without limitation the delay or cancellation of the Denver Tower Road Widening Project.

Y. Binding Agreement. This Agreement shall not be or become effective or binding on either party until approved and fully executed by all required signatories of each party.

Z. Reasonableness of Consent or Approval. Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of any Party hereto, such Party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

AA. No Personal Liability. No elected official, director, officer, agent or employee of Denver or Commerce City shall be charged personally or held contractually liable by or to another Party under any term or provision of this Agreement or because of any breach thereof, or for their errors or omissions in the performance thereof, or because of its or their execution, approval or attempted execution of this Agreement.

BB. Counterparts of Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement, and all of which, taken together, shall constitute one and the same document.

CC. Electronic Signatures and Electronic Records. The Parties consent to the use of electronic signatures for the execution of this Agreement. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by each Party in the manner determined by that Party, and such electronic signature(s) will be binding on that Party. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic



document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[END OF CONTRACT; SIGNATURES PAGES AND EXHIBITS FOLLOW]**

## EXHIBIT A



**DENVER  
INTERNATIONAL  
AIRPORT**

*TOGETHER WE SOAR*

Department of Aviation  
Airport Office Building  
8500 Peña Boulevard  
Denver, Colorado 80249

303.342.2200  
[www.flydenver.com](http://www.flydenver.com)



October 17, 2014

Ed Roberts, P.E.  
Project Manager  
Commerce City  
8602 Rosemary Street  
Commerce City, CO 80022

Re: Tower Road Widening  
On Ramp Configuration

Dear Mr. Roberts,

Upon review of the plan sheet for Tower Road at Peña Blvd "design options for westbound on-ramp" (attached), we have the following comments:

1. The preferred design for the full build out interchange would not include a clover leaf design; it would be a diamond interchange.
2. Without a clover leaf, the ramp spacing should be designed per AASHTO standard for spacing of the intersections.
3. The ramps will need to provide adequate storage for the current and projected volumes.

It is our understanding that the City of Commerce City intends to move the ramp design forward their own risk, pending approval from the FAA and DIA for this access change in the near future.

If you have any questions, please feel free to give me a call at 970-303-4492.

Sincerely,

Michelle H Martin, PE  
Landside Engineering Supervisor

Cc: Glenn Frieler – DIA Director of Infrastructure & QA  
Tom Reed – DIA Airport Planning  
Jess Ortiz – Denver Public Works  
Stu Williams – DIA HTC Program Manager  
Dan Reimer – DIA Airport Legal Services  
Kenneth Ho – DIA Peña Blvd. Study Director  
Scott Reed – Huitt-Zollars

## EXHIBIT B

# PRELIMINARY

AS OF

9/8/2017

## TOWER ROAD WIDENING AT PENA BLVD

NO. PW-2014-04

### Summary of Costs - Project Totals

This opinion of probable cost was prepared by Felsburg Holt and Ullevig (FHU) for the City of Commerce City in support of a 90% level Design Effort. In providing opinions of probable construction costs, the City of Commerce City understands that FHU has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the costs provided herein are made on the basis of our qualifications and experience. FHU makes no warranty, expressed or implied, as to the accuracy of such opinion's as compared to the bid or actual costs.

Pay Item	Contract Item No.	Item	Unit	Unit Price	Estimated Quantity	TOTAL
1	201	Clearing and Grubbing	AC	\$ 3,000.00	15.24	\$ 45,720.00
2	202	Removal of Portions of Present Structure	LS	\$ 50,000.00	1	\$ 50,000.00
3	202	Removal of Tree	EA	\$ 350.00	1	\$ 350.00
4	202	Removal of Inlet	EA	\$ 1,000.00	1	\$ 1,000.00
5	202	Removal of Pipe	LF	\$ 40.00	150	\$ 6,000.00
6	202	Removal of End Section	EA	\$ 350.00	3	\$ 1,050.00
7	202	Removal of Curb & Gutter	LF	\$ 5.00	700	\$ 3,500.00
8	202	Removal of Curb Ramps	SY	\$ 25.00	39	\$ 975.00
9	202	Removal of Concrete Pavement	SY	\$ 15.00	5,586	\$ 83,790.00
10	202	Removal of Asphalt Mat	SY	\$ 5.00	22,743	\$ 113,715.00
11	202	Removal of Asphalt Mat (Planing)	SY	\$ 3.00	5,103	\$ 15,309.00
12	202	Removal of Pavement Marking	SF	\$ 1.00	3,823	\$ 3,823.00
13	202	Removal of Ground Sign	EA	\$ 100.00	17	\$ 1,700.00
14	202	Removal of Sign Panel	EA	\$ 50.00	2	\$ 100.00
15	202	Removal of Traffic Signal Equipment	LS	\$ 10,000.00	1	\$ 10,000.00
16	202	Removal of Fence	LF	\$ 2.00	5,510	\$ 11,020.00
17	202	Removal of Guardrail Type 3	LF	\$ 5.00	1,399	\$ 6,995.00
18	202	Removal of End Anchorage	EA	\$ 250.00	4	\$ 1,000.00
19	202	Removal of Foundation	EA	\$ 2,000.00	1	\$ 2,000.00
20	203	Embankment Material (Complete in Place)	CY	\$ 16.00	70,005	\$ 1,120,080.00
21	203	Potholing	Hour	\$ 200.00	400	\$ 80,000.00
22	206	Structure Excavation	CY	\$ 17.00	93	\$ 1,581.00
23	206	Structure Backfill (Class 1)	CY	\$ 35.00	551	\$ 19,285.00
24	206	Mechanical Reinforcement of Soil	CY	\$ 19.00	457	\$ 8,683.00
25	207	Topsoil	CY	\$ 16.00	5,685	\$ 90,960.00
26	207	Wetland Topsoil (Stockpile and Redistribute)	CY	\$ 25.00	404	\$ 10,100.00
27	208	Sediment Trap	EA	\$ 5,000.00	3	\$ 15,000.00
28	208	Concrete Washout Area	EA	\$ 2,000.00	3	\$ 6,000.00
29	208	Inlet Protection	EA	\$ 275.00	22	\$ 6,050.00
30	208	Vehicle Tracking Pad	EA	\$ 2,500.00	3	\$ 7,500.00
31	208	Erosion Control Management	DAY	\$ 300.00	120	\$ 36,000.00
32	208	Compacted Earthen Berm (Temporary Berm)	LF	\$ 5.00	13,000	\$ 65,000.00
33	208	Temporary Diversion	LF	\$ 7.50	2,861	\$ 21,457.50
34	208	Sediment Basin	EA	\$ 5,000.00	2	\$ 10,000.00
35	210	Reset Snow Fence (Special)	LF	\$ 30.00	1,100	\$ 33,000.00
36	210	Reset Ground Sign	EA	\$ 250.00	5	\$ 1,250.00
37	210	Reset Sign Panel	EA	\$ 250.00	3	\$ 750.00
38	210	Reset Traffic Signal Head	EA	\$ 500.00	2	\$ 1,000.00
39	210	Modify Manhole	EA	\$ 2,000.00	1	\$ 2,000.00
40	211	Dewatering (Special)	LS	\$ 25,000.00	1	\$ 25,000.00
41	212	Seeding (Native)	AC	\$ 1,200.00	17.37	\$ 20,844.00
42	212	Seeding (Riparian)	AC	\$ 2,500.00	0.50	\$ 1,250.00
43	213	Mulching (Weed Free)	AC	\$ 750.00	17.37	\$ 13,027.50
44	213	Grass Lined Swale	LF	\$ 5.00	390	\$ 1,950.00
45	216	Soil Retention Blanket (Coconut)	SF	\$ 3.00	61,527	\$ 184,581.00
46	240	Prairie Dog Management	LS	\$ 20,000.00	1	\$ 20,000.00
47	240	Wildlife Biologist	Hour	\$ 100.00	40	\$ 4,000.00
48	240	Removal of Nests	Hour	\$ 90.00	20	\$ 1,800.00
49	240	Netting	SY	\$ 20.00	50	\$ 1,000.00
50	304	Aggregate Base Course (Class 6) [6-Inch per Geotechnical Recommendation]	SY	\$ 40.00	2,650	\$ 106,000.00
51	306	Subgrade Preparation (Special) (4-feet)	SY	\$ 10.00	17,064	\$ 170,640.00
52	306	Subgrade Preparation (Special) (12-Inch)	SY	\$ 4.00	30,749	\$ 122,996.00
53	308	Chemically Stabilized Subgrade (12-Inch)	SY	\$ 20.00	30,749	\$ 614,980.00
54	403	Stone Matrix Asphalt (PG 76-28) (1 1/2 Inch Mix)	TON	\$ 110.00	3,274	\$ 360,140.00
55	403	Hot Mix Asphalt (Gr S) (100) (PG 64-22)	TON	\$ 86.00	13,573	\$ 1,167,278.00
56	403	Hot Mix Asphalt (Patching)	TON	\$ 150.00	72	\$ 10,800.00
57	411	Emulsified Asphalt (Slow Setting)	GAL	\$ 3.50	13,217	\$ 46,259.50
58	412	Concrete Pavement 8 inch (CCD Commercial Curb Cut, Pond A access)	SY	\$ 60.00	701	\$ 42,060.00
59	412	Concrete Pavement 10 inch (East of Tower Road)	SY	\$ 80.00	5,436	\$ 434,880.00
60	412	Concrete Pavement 11 inch (West of Tower Road)	SY	\$ 90.00	7,615	\$ 685,350.00
61	412	Concrete Pavement 11.5 inch (Tower Road)	SY	\$ 100.00	3,243	\$ 324,300.00
62	420	Geogrid Pavement Reinforcement	SY	\$ 30.00	1,340	\$ 40,200.00
63	502	Pile Tip	EA	\$ 180.00	17	\$ 3,060.00
64	502	Steel Piling (HP12x74)	LF	\$ 80.00	636	\$ 50,880.00
65	506	Riprap Type VL	CY	\$ 120.00	15	\$ 1,800.00
66	506	Riprap Type L	CY	\$ 120.00	60	\$ 7,200.00
67	506	Riprap Type L (Void Filled)	CY	\$ 140.00	52	\$ 7,280.00
68	506	Riprap Type M	CY	\$ 120.00	69	\$ 8,280.00
69	506	Soil Riprap Type M	CY	\$ 120.00	161	\$ 19,320.00
70	506	Articulated Concrete Blocks	SY	\$ 300.00	285	\$ 85,500.00
71	510	Trickle Channel	LF	\$ 10.00	348	\$ 3,480.00
72	507	Concrete Slope and Ditch Paving (Reinforced)	CY	\$ 600.00	45	\$ 27,000.00
73	509	Temporary Shoring Supports	LS	\$ 30,000.00	1	\$ 30,000.00
74	515	Concrete Sealer	SY	\$ 14.50	765	\$ 11,092.50
75	518	Bridge Expansion Device (0-4 Inch)	LF	\$ 280.00	71	\$ 19,880.00
76	601	Concrete Class D (Bridge)	CY	\$ 650.00	304	\$ 197,600.00
77	601	Concrete Class S50	CY	\$ 1,800.00	7	\$ 12,600.00
78	601	Prestressed Concrete Deck Panel (3 Inch)	SY	\$ 175.00	192	\$ 33,600.00
79	601	Prestressed Concrete Deck Panel (4 Inch)	SY	\$ 185.00	157	\$ 29,045.00
80	601	Structural Concrete Coating	SY	\$ 20.00	1,051	\$ 21,020.00

## Summary of Costs - Project Totals - PG 2

TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST		\$ 12 178 916.00
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# PRELIMINARY

AS OF: 9/8/2017

## TOWER ROAD WIDENING AT PENA BLVD

NO. PW-2014-04

### CITY & COUNTY OF DENVER COSTS

This opinion of probable cost was prepared by Felsburg Holt and Ullevig (FHU) for the City of Commerce City in support of a 60% level Design Effort. In providing opinions of probable construction costs, the City of Commerce City understands that FHU has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the costs provided herein are made on the basis of our qualifications and experience. FHU makes no warranty, expressed or implied, as to the accuracy of such opinion's as compared to the bid or actual costs.

Pay Item	Contract Item No.	Item	Unit	Unit Price	Estimated Quantity			TOTAL
					Tower Rd	DEN	Line Total	
CCD 1	201	Clearing and Grubbing	AC	\$ 3,000.00	7.74	-	7.74	\$ 23,220.00
CCD 2	202	Removal of Portions of Present Structure	LS	\$ 50,000.00	-	-	-	\$ -
CCD 3	202	Removal of Tree	EA	\$ 350.00	1	-	1	\$ 350.00
CCD 4	202	Removal of Inlet	EA	\$ 1,000.00	1	-	1	\$ 1,000.00
CCD 5	202	Removal of Pipe	LF	\$ 40.00	150	-	150	\$ 6,000.00
CCD 6	202	Removal of End Section	EA	\$ 350.00	2	-	2	\$ 700.00
CCD 7	202	Removal of Curb & Gutter	LF	\$ 5.00	50	630	680	\$ 3,400.00
CCD 8	202	Removal of Curb Ramps	SY	\$ 25.00	29	10	39	\$ 975.00
CCD 9	202	Removal of Concrete Pavement	SY	\$ 15.00	-	-	-	\$ -
CCD 10	202	Removal of Asphalt Mat	SY	\$ 5.00	19,311	1,406	20,717	\$ 103,585.00
CCD 11	202	Removal of Asphalt Mat (Planing)	SY	\$ 3.00	5,103	-	5,103	\$ 15,309.00
CCD 12	202	Removal of Pavement Marking	SF	\$ 1.00	2,504	-	2,504	\$ 2,504.00
CCD 13	202	Removal of Ground Sign	EA	\$ 100.00	8	-	8	\$ 800.00
CCD 14	202	Removal of Sign Panel	EA	\$ 50.00	1	-	1	\$ 50.00
CCD 15	202	Removal of Traffic Signal Equipment	LS	\$ 10,000.00	0.25	-	0.25	\$ 2,500.00
CCD 16	202	Removal of Fence	LF	\$ 2.00	5,510	-	5,510	\$ 11,020.00
CCD 17	202	Removal of Guardrail Type 3	LF	\$ 5.00	1,012	-	1,012	\$ 5,060.00
CCD 18	202	Removal of End Anchorage	EA	\$ 250.00	2	-	2	\$ 500.00
CCD 19	202	Removal of Foundation	EA	\$ 2,000.00	-	-	-	\$ -
CCD 20	203	Embankment Material (Complete in Place)	CY	\$ 16.00	18,817	-	18,817	\$ 301,072.00
CCD 21	203	Potholing	Hour	\$ 200.00	360	-	360	\$ 72,000.00
CCD 22	206	Structure Excavation	CY	\$ 17.00	-	-	-	\$ -
CCD 23	206	Structure Backfill (Class 1)	CY	\$ 35.00	-	-	-	\$ -
CCD 24	206	Mechanical Reinforcement of Soil	CY	\$ 19.00	-	-	-	\$ -
CCD 25	207	Topsoil	CY	\$ 16.00	2,642	-	2,642	\$ 42,272.00
CCD 26	207	Welland Topsoil (Stockpile and Redistribute)	CY	\$ 25.00	-	-	-	\$ -
CCD 27	208	Sediment Trap	EA	\$ 5,000.00	1	-	1	\$ 5,000.00
CCD 28	208	Concrete Washout Area	EA	\$ 2,000.00	1	-	1	\$ 2,000.00
CCD 29	208	Inlet Protection	EA	\$ 275.00	21	-	21	\$ 5,775.00
CCD 30	208	Vehicle Tracking Pad	EA	\$ 2,500.00	1	-	1	\$ 2,500.00
CCD 31	208	Erosion Control Management	DAY	\$ 300.00	60	-	60	\$ 18,000.00
CCD 32	208	Compacted Earthen Berm (Temporary Berm)	LF	\$ 5.00	7,550	-	7,550	\$ 37,750.00
CCD 33	208	Temporary Diversion	LF	\$ 7.50	-	-	-	\$ -
CCD 34	208	Sediment Basin	EA	\$ 5,000.00	1	-	1	\$ 5,000.00
CCD 35	210	Reset Snow Fence (Special)	LF	\$ 30.00	-	-	-	\$ -
CCD 36	210	Reset Ground Sign	EA	\$ 250.00	3	-	3	\$ 750.00
CCD 37	210	Reset Sign Panel	EA	\$ 250.00	-	-	-	\$ -
CCD 38	210	Reset Traffic Signal Head	EA	\$ 500.00	2	-	2	\$ 1,000.00
CCD 39	210	Modify Manhole	EA	\$ 2,000.00	1	-	1	\$ 2,000.00
CCD 40	211	Dewatering (Special)	LS	\$ 10,000.00	1	-	1.00	\$ 10,000.00
CCD 41	212	Seeding (Native)	AC	\$ 1,200.00	8.88	-	8.88	\$ 10,656.00
CCD 42	212	Seeding (Riparian)	AC	\$ 2,500.00	-	-	-	\$ -
CCD 43	213	Mulching (Weed Free)	AC	\$ 750.00	8.88	-	8.88	\$ 6,660.00
CCD 44	213	Grass Lined Swale	LF	\$ 5.00	390	-	390	\$ 1,950.00
CCD 45	216	Soil Retention Blanket (Coconut)	SF	\$ 3.00	-	-	-	\$ -
CCD 46	240	Prairie Dog Management	LS	\$ 10,000.00	1	-	1	\$ 10,000.00
CCD 47	240	Wildlife Biologist	Hour	\$ 100.00	-	-	-	\$ -
CCD 48	240	Removal of Nests	Hour	\$ 90.00	-	-	-	\$ -
CCD 49	240	Netting	SY	\$ 20.00	-	-	-	\$ -
CCD 50	304	Aggregate Base Course (Class 6)	CY	\$ 40.00	96	34	130	\$ 5,200.00
CCD 51	306	Subgrade Preparation (Special) (4-feet)	SY	\$ 10.00	-	-	-	\$ -
CCD 52	306	Subgrade Preparation (Special) (12-inch)	SY	\$ 4.00	24,514	1,501	26,015	\$ 104,060.00
CCD 53	308	Chemically Stabilized Subgrade (12-inch)	SY	\$ 20.00	24,514	1,501	26,015	\$ 520,300.00
CCD 54	403	Stone Matrix Asphalt (PG 76-28) (1/2 Inch Mix)	TON	\$ 110.00	2,804	166	2,970	\$ 326,700.00
CCD 55	403	Hot Mix Asphalt (Gr S) (100) (PG 64-22)	TON	\$ 86.00	11,231	826	12,057	\$ 1,036,902.00
CCD 56	403	Hot Mix Asphalt (Patching)	TON	\$ 150.00	11	-	11	\$ 1,650.00
CCD 57	411	Emulsified Asphalt (Slow Setting)	GAL	\$ 3.50	11,060	751	11,811	\$ 41,338.50
CCD 58	412	Concrete Pavement 8 inch (CCD Commercial Curb Cut, Pond A access)	SY	\$ 60.00	701	-	701	\$ 42,060.00
CCD 59	412	Concrete Pavement 10 inch (East of Tower Road)	SY	\$ 80.00	-	-	-	\$ -
CCD 60	412	Concrete Pavement 11 inch (West of Tower Road)	SY	\$ 90.00	-	-	-	\$ -
CCD 61	412	Concrete Pavement 11.5 inch (Tower Road)	SY	\$ 100.00	1,792	-	1,792	\$ 179,200.00
CCD 62	420	Geogrid Pavement Reinforcement	SY	\$ 30.00	93	-	93	\$ 2,790.00
CCD 63	502	Pile Tip	EA	\$ 180.00	-	-	-	\$ -
CCD 64	502	Steel Piling (HP12x74)	LF	\$ 80.00	-	-	-	\$ -
CCD 65	506	Riprap Type VL	CY	\$ 120.00	15	-	15	\$ 1,800.00
CCD 66	506	Riprap Type L	CY	\$ 120.00	60	-	60	\$ 7,200.00
CCD 67	506	Riprap Type L (Void Filled)	CY	\$ 140.00	44	-	44	\$ 6,160.00
CCD 68	506	Riprap Type M	CY	\$ 120.00	69	-	69	\$ 8,280.00
CCD 69	506	Soil Riprap Type M	CY	\$ 120.00	-	-	-	\$ -
CCD 70	506	Articulated Concrete Blocks	SY	\$ 300.00	-	-	-	\$ -
CCD 71	510	Trickle Channel	LF	\$ 10.00	108	-	108	\$ 1,080.00
CCD 72	507	Concrete Slope and Ditch Paving (Reinforced)	CY	\$ 600.00	-	-	-	\$ -
CCD 73	509	Temporary Shoring Supports	LS	\$ 30,000.00	-	-	-	\$ -
CCD 74	515	Concrete Sealer	SY	\$ 14.50	-	-	-	\$ -
CCD 75	518	Bridge Expansion Device (0-4 inch)	LF	\$ 280.00	-	-	-	\$ -
CCD 76	601	Concrete Class D (Bridge)	CY	\$ 650.00	-	-	-	\$ -
CCD 77	601	Concrete Class S50	CY	\$ 1,800.00	-	-	-	\$ -
CCD 78	601	Prestressed Concrete Deck Panel (3 inch)	SY	\$ 175.00	-	-	-	\$ -
CCD 79	601	Prestressed Concrete Deck Panel (4 inch)	SY	\$ 185.00	-	-	-	\$ -
CCD 80	601	Structural Concrete Coating	SY	\$ 20.00	-	-	-	\$ -
CCD 81	602	Reinforcing Steel	LB	\$ 1.00	-	-	-	\$ -
CCD 82	602	Reinforcing Steel (Epoxy Coated)	LB	\$ 1.15	-	-	-	\$ -
CCD 83	603	18" Class III RCP (Complete in Place)	LF	\$ 100.00	438	-	438	\$ 43,800.00

**TOWER ROAD WIDENING AT PENA BLVD**  
CITY AND COUNTY OF DENVER COSTS - PG 2

Pay Item	Contract Item No.	Item	Unit	Unit Price	Estimated Quantity			TOTAL
					Tower Rd	DEN	Line Total	
CCD 84	603	24" Class III RCP (Complete In Place)	LF	\$ 110.00	322	-	322	\$ 35,420.00
CCD 85	603	30" Class III RCP (Complete In Place)	LF	\$ 120.00	423	-	423	\$ 50,760.00
CCD 86	603	36" Class III RCP (Complete In Place)	LF	\$ 135.00	107	-	107	\$ 14,445.00
CCD 87	603	18" Class III RCP Flared End Section (CDOT Std M-603-10)	EA	\$ 1,300.00	1	-	1	\$ 1,300.00
CCD 88	603	24" Class III RCP Flared End Section (CDOT Std M-603-10)	EA	\$ 1,500.00	1	-	1	\$ 1,500.00
CCD 89	603	30" Class III RCP Flared End Section (CDOT Std M-603-10)	EA	\$ 1,800.00	2	-	2	\$ 3,600.00
CCD 90	604	Inlet Type C (10 Foot)	EA	\$ 5,000.00	2	-	2	\$ 10,000.00
CCD 91	604	Inlet Type C (15 Foot)	EA	\$ 7,500.00	-	-	-	\$ -
CCD 92	604	Inlet Type R L10 (10 Foot) (CDOT Std M-604-12)	EA	\$ 8,000.00	4	-	4	\$ 32,000.00
CCD 93	604	Inlet Type R L15 (5 Foot) (CDOT Std M-604-12)	EA	\$ 10,500.00	1	-	1	\$ 10,500.00
CCD 94	604	Inlet Type R L15 (10 Foot) (CDOT Std M-604-12)	EA	\$ 12,000.00	4	-	4	\$ 48,000.00
CCD 95	604	4' Dia Type C Storm Manhole (10 Foot) (CCDPW WMD Std Dwg No. S-502)	EA	\$ 6,000.00	-	-	-	\$ -
CCD 96	604	5' Dia Type C Storm Manhole (15 Foot) (CCDPW WMD Std Dwg No. S-502)	EA	\$ 7,500.00	3	-	3	\$ 22,500.00
CCD 97	604	Storm Connector Pipe Closure (CCDPW WMD Std Dwg No. S-350)	EA	\$ 2,500.00	1	-	1	\$ 2,500.00
CCD 98	604	Outlet Structure	EA	\$ 10,000.00	1	-	1	\$ 10,000.00
CCD 99	604	Forebay	EA	\$ 7,500.00	1	-	1	\$ 7,500.00
CCD 100	606	Bridge Rail Type 10M	LF	\$ 130.00	-	-	-	\$ -
CCD 101	606	Guardrail Type 3 (6-3 Spacing)	LF	\$ 30.00	38	-	38	\$ 1,140.00
CCD 102	606	Guardrail Type 3D End Anchorage (Departure Terminal)	EA	\$ 2,000.00	-	-	-	\$ -
CCD 103	606	Guardrail Type 3 End Anchorage (Non-Flared)	EA	\$ 3,500.00	-	-	-	\$ -
CCD 104	606	Guardrail Transition Type 3G	EA	\$ 2,500.00	-	-	-	\$ -
CCD 105	606	Guardrail Transition Type 3H	EA	\$ 2,500.00	-	-	-	\$ -
CCD 106	606	Guardrail Type 3 Median Terminal (CDOT Std M-606-1, Shl 10 of 20)	EA	\$ 4,500.00	2	-	2	\$ 9,000.00
CCD 107	606	Guardrail Transition Type 7 to Double Type 3G Transition and Anchorage	EA	\$ 3,500.00	2	-	2	\$ 7,000.00
CCD 108	606	Guardrail Type 7 Style CA	LF	\$ 80.00	107	-	107	\$ 8,560.00
CCD 109	606	Guardrail Type 7 Style CA (Narrow Median Detail, CDOT Std M-606-1, Shl 14 of 20)	LF	\$ 125.00	319	-	319	\$ 39,875.00
CCD 110	608	Curb Ramp	SY	\$ 140.00	109	-	109	\$ 15,260.00
CCD 111	608	Concrete Sidewalk (6 Inch)	SY	\$ 60.00	3,394	-	3,394	\$ 203,640.00
CCD 112	609	Curb and Gutter Type 2 Section I-B (CDOT Std M-609-1)	LF	\$ 20.00	4,878	-	4,878	\$ 97,560.00
CCD 113	609	Curb and Gutter Type 2 Section II-B (CDOT Std M-609-1)	LF	\$ 22.00	6,422	-	6,422	\$ 141,284.00
CCD 114	610	Median Cover Material (Concrete)	SF	\$ 12.00	21,382	-	21,382	\$ 256,584.00
CCD 115	612	Delineator (Type I)	EA	\$ 30.00	-	-	-	\$ -
CCD 116	612	Delineator (Type II)	EA	\$ 32.00	-	-	-	\$ -
CCD 117	612	Delineator (Type III)	EA	\$ 36.00	-	-	-	\$ -
CCD 118	613	2 Inch Electrical Conduit (Bored)	LF	\$ 15.00	90	-	90	\$ 1,350.00
CCD 119	613	3 Inch Electrical Conduit (Bored)	LF	\$ 25.00	180	-	180	\$ 4,500.00
CCD 120	613	2 Inch Electrical Conduit (Plastic)	LF	\$ 12.00	70	-	70	\$ 840.00
CCD 121	613	3 Inch Electrical Conduit (Plastic)	LF	\$ 15.00	70	-	70	\$ 1,050.00
CCD 122	613	Meter Pole	EA	\$ 6,500.00	-	-	-	\$ -
CCD 123	613	Pull Box (24"x36"x24")	EA	\$ 1,400.00	-	-	-	\$ -
CCD 124	613	Pull Box (16"x24"x12")	EA	\$ 1,000.00	2	-	2	\$ 2,000.00
CCD 125	613	Pull Box (32"x24"x12")	EA	\$ 1,800.00	2	-	2	\$ 3,600.00
CCD 126	613	Wiring	LS	\$ 36,000.00	0.20	-	0.20	\$ 7,200.00
CCD 127	613	Luminaire Metal Halide (250 Watt)	EA	\$ 2,000.00	1	-	1	\$ 2,000.00
CCD 128	614	Concrete Footing (Traffic Signal Pole)	EA	\$ 2,500.00	1	-	1	\$ 2,500.00
CCD 129	614	Pedestrian Signal Face (16) (Countdown)	EA	\$ 800.00	2	-	2	\$ 1,600.00
CCD 130	614	Traffic Signal Face (12-12-12)	EA	\$ 850.00	6	-	6	\$ 5,100.00
CCD 131	614	Traffic Signal Face (12-12-12-12)	EA	\$ 1,450.00	-	-	-	\$ -
CCD 132	614	Traffic Signal Controller and Cabinet	EA	\$ 20,000.00	-	-	-	\$ -
CCD 133	614	Pedestrian Push Button	EA	\$ 800.00	1	-	1	\$ 800.00
CCD 134	614	Fire Preemption Unit and Timer	EA	\$ 5,000.00	1	-	1	\$ 5,000.00
CCD 135	614	Intersection Detection System (Camera)	EA	\$ 10,000.00	1	-	1	\$ 10,000.00
CCD 136	614	Traffic Signal-Light Pole Steel	EA	\$ 22,500.00	-	-	-	\$ -
CCD 137	614	Traffic Signal-Light Pole Steel (1 Mast Arm)	EA	\$ 20,000.00	1	-	1	\$ 20,000.00
CCD 138	614	Traffic Signal Mast Arm Steel	EA	\$ 7,500.00	1	-	1	\$ 7,500.00
CCD 139	614	Traffic Signal Pedestal Pole Aluminum	EA	\$ 1,500.00	2	-	2	\$ 3,000.00
CCD 140	614	Telemetry (Field)	EA	\$ 1,200.00	-	-	-	\$ -
CCD 141	614	Uninterrupted Power Supply	EA	\$ 12,000.00	-	-	-	\$ -
CCD 142	614	Sign Panel Class I	SF	\$ 25.00	106	-	106	\$ 2,650.00
CCD 143	614	Steel Sign Post (2x2 Inch Tubing)	LF	\$ 20.00	178	-	178	\$ 3,560.00
CCD 144	614	Steel Sign Post (2-1/2 Inch Round Sch80) (Post & Slipbase)	LF	\$ 50.00	-	-	-	\$ -
CCD 145	617	Temporary Drainage (Special)	LS	\$ 15,000.00	1	-	1	\$ 15,000.00
CCD 146	618	Prestressed Steel Strand	MKFT	\$ 61.00	-	-	-	\$ -
CCD 147	618	Prestressed Concrete U Girder (U72)	LF	\$ 627.00	-	-	-	\$ -
CCD 148	620	Field Office (Class 2)	EA	\$ 24,000.00	1	-	1	\$ 24,000.00
CCD 149	620	Field Laboratory (Class 1)	EA	\$ 24,000.00	0.50	-	0.50	\$ 12,000.00
CCD 150	620	Sanitary Facility	EA	\$ 3,000.00	1	-	1	\$ 3,000.00
CCD 151	621	Detour	LS	\$ 50,000.00	1	-	1	\$ 50,000.00
CCD 152	625	Construction Surveying	LS	\$ 90,000.00	1	-	1	\$ 90,000.00
CCD 153	626	Mobilization	LS	\$ 390,000.00	1	-	1	\$ 390,000.00
CCD 154	627	Epoxy Pavement Marking	GAL	\$ 100.00	101	-	101	\$ 10,100.00
CCD 155	627	Preformed Thermoplastic Pavement Marking	SF	\$ 20.00	702	-	702	\$ 14,040.00
CCD 156	630	Construction Traffic Control	LS	\$ 500,000.00	1	-	1	\$ 500,000.00
					SUBTOTAL, BID ITEMS			\$ 5,262,196.50
FORCE ACCOUNTS & CONTINGENCIES								
CCD 157	700	F/A Minor Contract Revisions	F/A	\$ 640,000.00	0.48	-	0.48	\$ 307,200.00
CCD 158	700	F/A Asphalt Cement Cost Adjustment	F/A	\$ 50,000.00	0.89	-	0.89	\$ 44,500.00
CCD 159	700	F/A Erosion Control	F/A	\$ 20,000.00	0.50	-	0.46	\$ 9,200.00
CCD 160	700	F/A Environmental Health and Safety	F/A	\$ 40,000.00	0.50	-	0.50	\$ 20,000.00
CCD 161	700	F/A Furnish and Install Electrical Service	F/A	\$ 5,000.00	-	-	-	\$ -
CCD 162	700	F/A Traffic Control	F/A	\$ 50,000.00	0.54	-	0.54	\$ 27,000.00
				2% of CBI				\$ 105,244.00
TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST, CCD FUNDED IMPROVEMENTS								\$ 5,775,340.50



# PRELIMINARY

## TOWER ROAD WIDENING AT PENA BLVD

NO. PW-2014-04

### COMMERCE CITY COSTS

AS OF: 9/8/2017

This opinion of probable cost was prepared by Felsburg Holt and Ullevig (FHU) for the City of Commerce City in support of a 60% level Design Effort. In providing opinions of probable construction costs, the City of Commerce City understands that FHU has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the costs provided herein are made on the basis of our qualifications and experience. FHU makes no warranty, expressed or implied, as to the accuracy of such opinion's as compared to the bid or actual costs.

Pay Item	Contract Item No.	Item	Unit	Unit Price	WB Pena	Estimated Quantity Tower Rd	Line Total	TOTAL
CCC 1	201	Clearing and Grubbing	AC	\$ 3,000.00	7.50	-	7.50	\$ 22,500.00
CCC 2	202	Removal of Portions of Present Structure	LS	\$ 50,000.00	1	-	1	\$ 50,000.00
CCC 3	202	Removal of Tree	EA	\$ 350.00	-	-	-	\$ -
CCC 4	202	Removal of Inlet	EA	\$ 1,000.00	-	-	-	\$ -
CCC 5	202	Removal of Pipe	LF	\$ 40.00	-	-	-	\$ -
CCC 6	202	Removal of End Section	EA	\$ 350.00	1	-	1	\$ 350.00
CCC 7	202	Removal of Curb & Gutter	LF	\$ 5.00	-	20	20	\$ 100.00
CCC 8	202	Removal of Curb Ramps	SY	\$ 25.00	-	-	-	\$ -
CCC 9	202	Removal of Concrete Pavement	SY	\$ 15.00	5,586	-	5,586	\$ 83,790.00
CCC 10	202	Removal of Asphalt Mat	SY	\$ 5.00	2,026	-	2,026	\$ 10,130.00
CCC 11	202	Removal of Asphalt Mat (Planing)	SY	\$ 3.00	-	-	-	\$ -
CCC 12	202	Removal of Pavement Marking	SF	\$ 1.00	834	485	1,319	\$ 1,319.00
CCC 13	202	Removal of Ground Sign	EA	\$ 100.00	9	-	9	\$ 900.00
CCC 14	202	Removal of Sign Panel	EA	\$ 50.00	1	-	1	\$ 50.00
CCC 15	202	Removal of Traffic Signal Equipment	LS	\$ 10,000.00	0.75	-	0.75	\$ 7,500.00
CCC 16	202	Removal of Fence	LF	\$ 2.00	-	-	-	\$ -
CCC 17	202	Removal of Guardrail Type 3	LF	\$ 5.00	387	-	387	\$ 1,935.00
CCC 18	202	Removal of End Anchorage	EA	\$ 250.00	2	-	2	\$ 500.00
CCC 19	202	Removal of Foundation	EA	\$ 2,000.00	1	-	1	\$ 2,000.00
CCC 20	203	Embankment Material (Complete in Place)	CY	\$ 16.00	51,188	-	51,188	\$ 819,008.00
CCC 21	203	Potholing	Hour	\$ 200.00	40	-	40	\$ 8,000.00
CCC 22	206	Structure Excavation	CY	\$ 17.00	93	-	93	\$ 1,581.00
CCC 23	206	Structure Backfill (Class 1)	CY	\$ 35.00	551	-	551	\$ 19,285.00
CCC 24	206	Mechanical Reinforcement of Soil	CY	\$ 19.00	457	-	457	\$ 8,683.00
CCC 25	207	Topsoil	CY	\$ 16.00	3,003	40	3,043	\$ 48,688.00
CCC 26	207	Wetland Topsoil (Stockpile and Redistribute)	CY	\$ 25.00	404	-	404	\$ 10,100.00
CCC 27	208	Sediment Trap	EA	\$ 5,000.00	2	-	2	\$ 10,000.00
CCC 28	208	Concrete Washout Area	EA	\$ 2,000.00	2	-	2	\$ 4,000.00
CCC 29	208	Inlet Protection	EA	\$ 275.00	1	-	1	\$ 275.00
CCC 30	208	Vehicle Tracking Pad	EA	\$ 2,500.00	2	-	2	\$ 5,000.00
CCC 31	208	Erosion Control Management	DAY	\$ 300.00	60	-	60	\$ 18,000.00
CCC 32	208	Compacted Earthen Berm (Temporary Berm)	LF	\$ 5.00	5,450	-	5,450	\$ 27,250.00
CCC 33	208	Temporary Diversion	LF	\$ 7.50	2,861	-	2,861	\$ 21,457.50
CCC 34	208	Sediment Basin	EA	\$ 5,000.00	1	-	1	\$ 5,000.00
CCC 35	210	Reset Snow Fence (Special)	LF	\$ 30.00	1,100	-	1,100	\$ 33,000.00
CCC 36	210	Reset Ground Sign	EA	\$ 250.00	2	-	2	\$ 500.00
CCC 37	210	Reset Sign Panel	EA	\$ 250.00	3	-	3	\$ 750.00
CCC 38	210	Reset Traffic Signal Head	EA	\$ 500.00	-	-	-	\$ -
CCC 39	210	Modify Manhole	EA	\$ 2,000.00	-	-	-	\$ -
CCC 40	211	Dewatering (Special)	LS	\$ 15,000.00	1	-	1	\$ 15,000.00
CCC 41	212	Seeding (Native)	AC	\$ 1,200.00	8.49	-	8.49	\$ 10,188.00
CCC 42	212	Seeding (Riparian)	AC	\$ 2,500.00	0.50	-	0.50	\$ 1,250.00
CCC 43	213	Mulching (Weed Free)	AC	\$ 750.00	8.49	-	8.49	\$ 6,367.50
CCC 44	213	Grass Lined Swale	LF	\$ 5.00	-	-	-	\$ -
CCC 45	216	Soil Retention Blanket (Coconut)	SF	\$ 3.00	61,527	-	61,527	\$ 184,581.00
CCC 46	240	Prairie Dog Management	LS	\$ 10,000.00	1	-	1	\$ 10,000.00
CCC 47	240	Wildlife Biologist	Hour	\$ 100.00	40	-	40	\$ 4,000.00
CCC 48	240	Removal of Nests	Hour	\$ 90.00	20	-	20	\$ 1,800.00
CCC 49	240	Netting	SY	\$ 20.00	50	-	50	\$ 1,000.00
CCC 50	304	Aggregate Base Course (Class 6)	CY	\$ 40.00	2,278	242	2,520	\$ 100,800.00
CCC 51	306	Subgrade Preparation (Special) (4-feet)	SY	\$ 10.00	17,064	-	17,064	\$ 170,640.00
CCC 52	306	Subgrade Preparation (Special) (12-Inch)	SY	\$ 4.00	1,206	3,528	4,734	\$ 18,936.00
CCC 53	308	Chemically Stabilized Subgrade (12-inch)	SY	\$ 20.00	1,206	3,528	4,734	\$ 94,680.00
CCC 54	403	Stone Matrix Asphalt (PG 76-28) (1/2 Inch Mix)	TON	\$ 110.00	120	184	304	\$ 33,440.00
CCC 55	403	Hot Mix Asphalt (Gr S) (100) (PG 64-22)	TON	\$ 86.00	600	916	1,516	\$ 130,376.00
CCC 56	403	Hot Mix Asphalt (Patching)	TON	\$ 150.00	26	35	61	\$ 9,150.00
CCC 57	411	Emulsified Asphalt (Slow Setting)	GAL	\$ 3.50	557	849	1,406	\$ 4,921.00
CCC 58	412	Concrete Pavement 8 inch (CCD Commercial Curb Cut, Pond A access)	SY	\$ 60.00	-	-	-	\$ -
CCC 59	412	Concrete Pavement 10 inch (East of Tower Road)	SY	\$ 80.00	5,436	-	5,436	\$ 434,880.00
CCC 60	412	Concrete Pavement 11 inch (West of Tower Road)	SY	\$ 90.00	7,615	-	7,615	\$ 685,350.00
CCC 61	412	Concrete Pavement 11.5 inch (Tower Road)	SY	\$ 100.00	-	1,451	1,451	\$ 145,100.00
CCC 62	420	Geogrid Pavement Reinforcement	SY	\$ 30.00	1,247	-	1,247	\$ 37,410.00
CCC 63	502	Pile Tip	EA	\$ 180.00	17	-	17	\$ 3,060.00
CCC 64	502	Steel Piling (HP12x74)	LF	\$ 80.00	636	-	636	\$ 50,880.00
CCC 65	506	Riprap Type VL	CY	\$ 120.00	-	-	-	\$ -
CCC 66	506	Riprap Type L	CY	\$ 120.00	-	-	-	\$ -
CCC 67	506	Riprap Type L (Void Filled)	CY	\$ 140.00	8	-	8	\$ 1,120.00
CCC 68	506	Riprap Type M	CY	\$ 120.00	-	-	-	\$ -
CCC 69	506	Soil Riprap Type M	CY	\$ 120.00	161	-	161	\$ 19,320.00
CCC 70	506	Articulated Concrete Blocks	SY	\$ 300.00	285	-	285	\$ 85,500.00
CCC 71	510	Trickle Channel	LF	\$ 10.00	240	-	240	\$ 2,400.00
CCC 72	507	Concrete Slope and Ditch Paving (Reinforced)	CY	\$ 600.00	45	-	45	\$ 27,000.00
CCC 73	509	Temporary Shoring Supports	LS	\$ 30,000.00	1	-	1	\$ 30,000.00
CCC 74	515	Concrete Sealer	SY	\$ 14.50	765	-	765	\$ 11,092.50
CCC 75	518	Bridge Expansion Device (0-4 Inch)	LF	\$ 280.00	71	-	71	\$ 19,880.00
CCC 76	601	Concrete Class D (Bridge)	CY	\$ 650.00	304	-	304	\$ 197,600.00
CCC 77	601	Concrete Class S50	CY	\$ 1,800.00	7	-	7	\$ 12,600.00
CCC 78	601	Prestressed Concrete Deck Panel (3 Inch)	SY	\$ 175.00	192	-	192	\$ 33,600.00
CCC 79	601	Prestressed Concrete Deck Panel (4 Inch)	SY	\$ 185.00	157	-	157	\$ 29,045.00
CCC 80	601	Structural Concrete Coating	SY	\$ 20.00	1,051	-	1,051	\$ 21,020.00
CCC 81	602	Reinforcing Steel	LB	\$ 1.00	470	-	470	\$ 470.00
CCC 82	602	Reinforcing Steel (Epoxy Coated)	LB	\$ 1.15	60,880	-	60,880	\$ 70,012.00
CCC 83	603	18" Class III RCP (Complete in Place)	LF	\$ 100.00	139	-	139	\$ 13,900.00

# TOWER ROAD WIDENING AT PENA BLVD

## COMMERCE CITY COSTS - PG 2

Pay Item	Contract Item No.	Item	Unit	Unit Price	Estimated Quantity			TOTAL
					WB Pena	Tower Rd	Line Total	
CCC 84	603	24" Class III RCP (Complete In Place)	LF	\$ 110.00	176	-	176	\$ 19,360.00
CCC 85	603	30" Class III RCP (Complete In Place)	LF	\$ 120.00	-	-	-	\$ -
CCC 86	603	36" Class III RCP (Complete In Place)	LF	\$ 135.00	-	-	-	\$ -
CCC 87	603	18" Class III RCP Flared End Section (CDOT Std M-603-10)	EA	\$ 1,300.00	1	-	1	\$ 1,300.00
CCC 88	603	24" Class III RCP Flared End Section (CDOT Std M-603-10)	EA	\$ 1,500.00	-	-	-	\$ -
CCC 89	603	30" Class III RCP Flared End Section (CDOT Std M-603-10)	EA	\$ 1,800.00	-	-	-	\$ -
CCC 90	604	Inlet Type C (10 Foot)	EA	\$ 5,000.00	-	-	-	\$ -
CCC 91	604	Inlet Type C (15 Foot)	EA	\$ 7,500.00	1	-	1	\$ 7,500.00
CCC 92	604	Inlet Type R L10 (10 Foot) (CDOT Std M-604-12)	EA	\$ 8,000.00	-	-	-	\$ -
CCC 93	604	Inlet Type R L15 (5 Foot) (CDOT Std M-604-12)	EA	\$ 10,500.00	-	-	-	\$ -
CCC 94	604	Inlet Type R L15 (10 Foot) (CDOT Std M-604-12)	EA	\$ 12,000.00	-	-	-	\$ -
CCC 95	604	4' Dia Type C Storm Manhole (10 Foot) (CCDPW WMD Std Dwg No. S-502)	EA	\$ 6,000.00	1	-	1	\$ 6,000.00
CCC 96	604	6' Dia Type C Storm Manhole (15 Foot) (CCDPW WMD Std Dwg No. S-502)	EA	\$ 7,500.00	-	-	-	\$ -
CCC 97	604	Storm Connector Pipe Closure (CCDPW WMD Std Dwg No. S-350)	EA	\$ 2,500.00	-	-	-	\$ -
CCC 98	604	Outlet Structure	EA	\$ 10,000.00	1	-	1	\$ 10,000.00
CCC 99	604	Forebay	EA	\$ 7,500.00	1	-	1	\$ 7,500.00
CCC 100	606	Bridge Rail Type 10M	LF	\$ 130.00	146	-	146	\$ 18,980.00
CCC 101	606	Guardrail Type 3 (6-3 Spacing)	LF	\$ 30.00	580	-	580	\$ 17,400.00
CCC 102	606	Guardrail Type 3D End Anchorage (Departure Terminal)	EA	\$ 2,000.00	1	-	1	\$ 2,000.00
CCC 103	606	Guardrail Type 3 End Anchorage (Non-Flared)	EA	\$ 3,500.00	1	-	1	\$ 3,500.00
CCC 104	606	Guardrail Transition Type 3G	EA	\$ 2,500.00	1	-	1	\$ 2,500.00
CCC 105	606	Guardrail Transition Type 3H	EA	\$ 2,500.00	1	-	1	\$ 2,500.00
CCC 106	606	Guardrail Type 3 Median Terminal (CDOT Std M-606-1, Sht 10 of 20)	EA	\$ 4,500.00	-	-	-	\$ -
CCC 107	606	Guardrail Transition Type 7 to Double Type 3G Transition and Anchorage	EA	\$ 3,500.00	-	-	-	\$ -
CCC 108	606	Guardrail Type 7 Style CA	LF	\$ 80.00	-	-	-	\$ -
CCC 109	606	Guardrail Type 7 Style CA (Narrow Median Detail, CDOT Std M-606-1, Sht 14 of 20)	LF	\$ 125.00	-	-	-	\$ -
CCC 110	608	Curb Ramp	SY	\$ 140.00	101	-	101	\$ 14,140.00
CCC 111	608	Concrete Sidewalk (6 Inch)	SY	\$ 60.00	-	-	-	\$ -
CCC 112	609	Curb and Gutter Type 2 Section I-B (CDOT Std M-609-1)	LF	\$ 20.00	343	159	502	\$ 10,040.00
CCC 113	609	Curb and Gutter Type 2 Section II-B (CDOT Std M-609-1)	LF	\$ 22.00	1,424	-	1,424	\$ 31,328.00
CCC 114	610	Median Cover Material (Concrete)	SF	\$ 12.00	1,966	-	1,966	\$ 23,592.00
CCC 115	612	Delineator (Type I)	EA	\$ 30.00	27	-	27	\$ 810.00
CCC 116	612	Delineator (Type II)	EA	\$ 32.00	12	-	12	\$ 384.00
CCC 117	612	Delineator (Type III)	EA	\$ 36.00	2	-	2	\$ 72.00
CCC 118	613	2 Inch Electrical Conduit (Bored)	LF	\$ 15.00	270	-	270	\$ 4,050.00
CCC 119	613	3 Inch Electrical Conduit (Bored)	LF	\$ 25.00	530	-	530	\$ 13,250.00
CCC 120	613	2 Inch Electrical Conduit (Plastic)	LF	\$ 12.00	180	-	180	\$ 2,160.00
CCC 121	613	3 Inch Electrical Conduit (Plastic)	LF	\$ 15.00	110	-	110	\$ 1,650.00
CCC 122	613	Meter Pole	EA	\$ 6,500.00	1	-	1	\$ 6,500.00
CCC 123	613	Pull Box (24"x36"x24")	EA	\$ 1,400.00	1	-	1	\$ 1,400.00
CCC 124	613	Pull Box (16"x24"x12")	EA	\$ 1,000.00	4	-	4	\$ 4,000.00
CCC 125	613	Pull Box (32"x24"x12")	EA	\$ 1,800.00	4	-	4	\$ 7,200.00
CCC 126	613	Wiring	LS	\$ 36,000.00	0.80	-	0.80	\$ 28,800.00
CCC 127	613	Luminaire Metal Halide (250 Watt)	EA	\$ 2,000.00	4	-	4	\$ 8,000.00
CCC 128	614	Concrete Footing (Traffic Signal Pole)	EA	\$ 2,500.00	4	-	4	\$ 10,000.00
CCC 129	614	Pedestrian Signal Face (16) (Countdown)	EA	\$ 800.00	6	-	6	\$ 4,800.00
CCC 130	614	Traffic Signal Face (12-12-12)	EA	\$ 850.00	10	-	10	\$ 8,500.00
CCC 131	614	Traffic Signal Face (12-12-12-12)	EA	\$ 1,450.00	2	-	2	\$ 2,900.00
CCC 132	614	Traffic Signal Controller and Cabinet	EA	\$ 20,000.00	1	-	1	\$ 20,000.00
CCC 133	614	Pedestrian Push Button	EA	\$ 800.00	2	-	2	\$ 1,600.00
CCC 134	614	Fire Preemption Unit and Timer	EA	\$ 5,000.00	2	-	2	\$ 10,000.00
CCC 135	614	Intersection Detection System (Camera)	EA	\$ 10,000.00	2	-	2	\$ 20,000.00
CCC 136	614	Traffic Signal-Light Pole Steel	EA	\$ 22,500.00	1	-	1	\$ 22,500.00
CCC 137	614	Traffic Signal-Light Pole Steel (1 Mast Arm)	EA	\$ 20,000.00	3	-	3	\$ 60,000.00
CCC 138	614	Traffic Signal Mast Arm Steel	EA	\$ 7,500.00	3	-	3	\$ 22,500.00
CCC 139	614	Traffic Signal Pedestal Pole Aluminum	EA	\$ 1,500.00	-	-	-	\$ -
CCC 140	614	Telemetry (Field)	EA	\$ 1,200.00	1	-	1	\$ 1,200.00
CCC 141	614	Uninterrupted Power Supply	EA	\$ 12,000.00	1	-	1	\$ 12,000.00
CCC 142	614	Sign Panel Class I	SF	\$ 25.00	170	-	170	\$ 4,250.00
CCC 143	614	Steel Sign Post (2x2 Inch Tubing)	LF	\$ 20.00	48	-	48	\$ 960.00
CCC 144	614	Steel Sign Post (2-1/2 Inch Round Sch80) (Post & Slipbase)	LF	\$ 50.00	65	-	65	\$ 3,250.00
CCC 145	617	Temporary Drainage (Special)	LS	\$ 10,000.00	1	-	1	\$ 10,000.00
CCC 146	618	Prestressed Steel Strand	MKFT	\$ 61.00	1,272	-	1,272	\$ 77,592.00
CCC 147	618	Prestressed Concrete U Girder (U72)	LF	\$ 627.00	296	-	296	\$ 185,592.00
CCC 148	620	Field Office (Class 2)	EA	\$ 24,000.00	1	-	1	\$ 24,000.00
CCC 149	620	Field Laboratory (Class 1)	EA	\$ 24,000.00	0.50	-	0.50	\$ 12,000.00
CCC 150	620	Sanitary Facility	EA	\$ 3,000.00	1	-	1	\$ 3,000.00
CCC 151	621	Detour	LS	\$ 200,000.00	1	-	1	\$ 200,000.00
CCC 152	625	Construction Surveying	LS	\$ 90,000.00	1	-	1	\$ 90,000.00
CCC 153	626	Mobilization	LS	\$ 437,000.00	1	-	1	\$ 437,000.00
CCC 154	627	Epoxy Pavement Marking	GAL	\$ 100.00	43	-	43	\$ 4,300.00
CCC 155	627	Preformed Thermoplastic Pavement Marking	SF	\$ 20.00	741	-	741	\$ 14,820.00
CCC 156	630	Construction Traffic Control	LS	\$ 420,000.00	1	-	1	\$ 420,000.00
SUBTOTAL, BID ITEMS								\$ 5,888,700.50
FORCE ACCOUNTS & CONTINGENCIES								
CCC 157	700	F/A Minor Contract Revisions	F/A	\$ 640,000.00	0.52	-	0.52	\$ 332,800.00
CCC 158	700	F/A Asphalt Cement Cost Adjustment	F/A	\$ 50,000.00	0.11	-	0.11	\$ 5,500.00
CCC 159	700	F/A Erosion Control	F/A	\$ 20,000.00	0.50	-	0.54	\$ 10,800.00
CCC 160	700	F/A Environmental Health and Safety	F/A	\$ 40,000.00	0.50	-	0.50	\$ 20,000.00
CCC 161	700	F/A Furnish and Install Electrical Service	F/A	\$ 5,000.00	1.00	-	1.00	\$ 5,000.00
CCC 162	700	F/A Traffic Control	F/A	\$ 50,000.00	0.46	-	0.46	\$ 23,000.00
Contingency - Miscellaneous Quantities & Unknowns				2% of CBI				\$ 117,775.00
TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST, CCC FUNDED IMPROVEMENTS						-		\$ 6,403,575.50

## EXHIBIT C

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

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**Certificate Holder Information:**

CITY AND COUNTY OF DENVER  
Attn: Risk Management, Suite 8810  
Manager of Aviation  
Denver International Airport  
8500 Peña Boulevard, Room 8810  
Denver CO 80249

**CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES:** First Amendment to Interchange IGA

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**I. MANDATORY COVERAGE**

**Colorado Workers' Compensation and Employer Liability Coverage**

**Coverage:** COLORADO Workers' Compensation

**Minimum Limits of Liability (In Thousands)**

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

**Any Policy issued under this section must contain, include or provide for the following:**

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.
3. State Of Colorado law states that if a contractor is a sole proprietor, they are not required to have Workers Compensation coverage.

**Commercial General Liability Coverage**

**Coverage:** Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

**Minimum Limits of Liability (In Thousands):**

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

**Any Policy issued under this section must contain, include or provide for the following:**

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy \_\_\_ Project \_\_\_ Location \_\_\_, if applicable

**Business Automobile Liability Coverage**

**Coverage:** Business Automobile Liability (coverage at least as broad as ISO form CA0001)

**Any Policy issued under this section must contain, include or provide for the following:**

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

**II. ADDITIONAL COVERAGE****Umbrella Liability****Coverage:**
**Umbrella Liability, Non Restricted Area**  
**Minimum Limits of Liability (In Thousands)**

Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	\$1,000
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**Any Policy issued under this section must contain, include or provide for the following:**

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

**Professional Liability, Design, Engineering and Construction Supervision****Coverage: Professional Liability**

Minimum Limits of Liability (In Thousands)	Per Claim	\$1,000
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**Any Policy issued under this section must contain, include or provide for the following:**

1. Coverage must extend, by endorsement or otherwise, to cover the full scope of any and all environmental work performed under the insured's contract with the City.
2. Coverage shall extend to cover the full scope of all cost estimating work performed under the insured's contract with the City.
3. Coverage shall apply for three (3) years after project is complete.
4. Coverage is to be on a primary basis, if other professional coverage is carried.
2. Policies written on a claims-made basis must remain in full force and effect in accordance with CRS 13-80-104. The Insured warrants that any retroactive date under the policy shall precede the effective date of this Contract, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the Contract is completed.
3. Any cancellation notice required herein may be provided by either certified or regular mail.
4. The policy shall be endorsed to include the City, its elected officials, officers and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Insured.
5. Coverage must include advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

**Builders' Risk Insurance or Installation Floater**

Minimum Limits of Liability (In Thousands)	Completed Value Basis
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Unless otherwise provided, the Insured shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builders' Risk Insurance in the amount of the initial Contract Sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis.

- a. Policy must provide coverage from the time any covered property becomes the responsibility of the Insured, and continue without interruption during construction, renovation, or installation, including any time during which the

covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

- b. Such Builders' Risk Insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until formal acceptance of the project by the owner (DIA) or the placement of permanent property insurance coverage, whichever is later.
- c. The Builders' Risk insurance shall include interests of the Denver International Airport and if applicable, affiliated or associate entities, the General Contractor, subcontractors and sub-tier contractors in the Project.
- d. The Builders Risk insurance shall be written on a **Special Completed Value** Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading.
- e. The Builders' Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. City and County of Denver Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy. The Builder's Risk Policy shall remain in force until acceptance of the project by the City.
- f. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically covers insured equipment during installation and testing (including cold and hot testing).

**The deductible shall not exceed \$25,000 and shall be the responsibility of the Contractor except for losses that involve all Acts of God such as flood, earthquake, windstorm, tsunami, or volcano.**

### III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

### NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

## EXHIBIT D

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF AVIATION  
DENVER INTERNATIONAL AIRPORT**

**NON-EXCLUSIVE LICENSE AGREEMENT**

**Tower Road and Peña Blvd: Ramp Infrastructure and Roadway Widening**

**THIS LICENSE AGREEMENT ("Agreement")** is entered into as of the date stated on the City's signature page below by and between the **CITY AND COUNTY OF DENVER**, on behalf of its Department of Aviation ("the City" or "DEN"), and **THE CITY OF COMMERCE CITY**, a municipal corporation and political subdivision of the State of Colorado ("CCC").

**WHEREAS**, the City owns, operates and maintains the Denver Municipal Airport System, which includes Denver International Airport, and certain DEN property near the intersection of Tower Road and Peña Boulevard as shown on the attached **Exhibit A** ("**DEN Property**"); and

**WHEREAS**, on March 17, 1992, DEN and CCC entered into the "**Tower Road Interchange Contract**" (Contract No. AC022010) providing for construction and funding of certain ramps connecting Tower Road and Peña Blvd.; and

**WHEREAS**, on May 11, 2015, DEN and CCC executed an amendment to the 1992 Tower Road Interchange Contract allowing Commerce City to build an on-ramp on DEN property allowing access from Tower Road onto southbound Peña Blvd ("**First Amendment**"); and

**WHEREAS**, CCC is prepared to construct the on-ramp and related associated public infrastructure, as more particularly described on the construction design documents referenced in the Public Works IGA, as defined below ("**Tower Road Improvements**") on a portion of the DEN Property (the "**License Property**"), as indicated on the attached **Exhibit A**; and

**WHEREAS**, CCC also requires construction access to other DEN property to construct improvements to Tower Road where it crosses DEN property pursuant to an agreement with the City and County of Denver's Department of Public Works, Contract No. [REDACTED] (the "**Public Works IGA**");

**WHEREAS**, CCC is qualified and ready, willing, and able to complete the Tower Road Improvements;

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**1. PERMITTED ACTIVITIES.**

A. "**Permitted Activities**" shall mean all work necessary to construct the Tower Road Improvements, and shall without limitation include the following:

- (i) general construction traffic access, ingress, and egress;



- (ii) stockpiling and grading of soil and fill;
- (iii) maintenance and use of stockpiled and graded soils;
- (iv) construction and maintenance of streets, public utilities, and infrastructure;
- (v) installation and maintenance of stormwater management controls as set forth in the District's SWMP Permit; and
- (vi) staging/stockpiling of construction materials.

## 2. **GRANT OF LICENSE.**

A. **Grant.** CCC wishes to obtain authorization for itself, its employees, contractors, subcontractors, invitees, successors, and assigns (collectively "CCC") to use the License Property for the Permitted Activities, subject to the requirements set forth in this License. DEN hereby grants to CCC a **non-exclusive license** for the sole purpose of conducting the Permitted Activities within, across, and under the License Property in accordance with the terms of the First Amendment, the Public Works IGA, and this License.

B. **Utility Location.** CCC shall be solely responsible for locating all overhead, above ground, and underground utilities, including without limitation, electrical, sewer, water, communication, and other utilities. DEN shall make information available to CCC regarding any subsurface structures, pipelines or cables that DEN has knowledge of, but DEN is not under a duty to inspect for the precautions to avoid damage to, or injury from, such utilities. CCC agrees to be solely responsible for any such damage to or injury from, any such utilities on DEN's property which result from the Permitted Activities conducted by CCC as specified herein.

C. **Access by Utilities.** DEN specifically reserves the right to allow access to the License Property by utility companies, including without limitation Denver Water, Xcel Energy, and DEN's contractors and others with the permission of DEN, provided that such access shall not unreasonably interfere with CCC's use of the License Property and exercise of the rights granted hereunder.

D. **No Cost to DEN.** All costs and expenses of activities conducted by CCC under this Agreement, and of all related work conducted by, through, or under CCC, shall be at no cost to the Department of Aviation except as may otherwise be specifically provided in the Tower Road Interchange Contract and its amendments and the Public Works IGA.

E. **Prompt Pay.** Unless disputed in good faith, CCC agrees to promptly pay when due all bills, debts, and obligations incurred by it in connection with its Permitted Activities on City property hereunder, and not to permit the same to become delinquent, and to suffer no lien, mortgage, judgment, or execution to be filed against the DEN property or improvements thereon.

F. **Permits.** Prior to the commencement of any construction or installation, CCC shall obtain and pay for all required building permits and other governmental approvals. During the term of this License, (i) CCC shall maintain all necessary permits for construction stormwater discharges related to construction activities on the DEN Property; and (ii) DEN shall provide sufficient access and operational control to CCC over the DEN Property to implement the stormwater management plan.

## 3. **CONSTRUCTION.**

A. **Agreement with Public Works.** CCC shall install the portions of the Tower Road Improvements along Tower Road where it crosses DEN property in accordance with the requirements of the Tower Road Interchange Contract, as amended, the Public Works IGA, as applicable, and this License.

B. **Submittal of Plans.** Designs for any work on DEN property shall be submitted to DEN for review before any work begins. Submittals shall be in the format requested by DEN. DEN will respond to submittals verbally within two (2) working days and in writing within five (5) working days of receipt of the submittal.

C. **Peña Ramps Project and Related Infrastructure.** CCC and DEN shall coordinate on the construction of the exit and entrance ramps and related infrastructure shown on the attached **Exhibit B** ("**Peña Ramps Project**") as stated in this subsection rather than as stated in the PW IGA.

1. **RFIs/Field Orders/Change Directives/Change Orders.** Requests for Information, field orders, change directives, and change orders shall be provided by CCC to DEN for review and response. DEN will respond verbally within two (2) working days and will provide a written response, with an attached cover sheet, within five (5) working days from the date received.

2. **Testing.** CCC shall copy DEN through the DEN Representative on all environmental, geotechnical, and materials testing results, and other testing results available to CCC as may be requested by DEN.

3. **QA/QC.** All CCC Quality Assurance/Quality Control reports shall be submitted to DEN through the DEN Representative on a daily, weekly, or monthly basis, as required by the agreement between CCC and its contractor or at the request of the DEN Landside Engineering Supervisor. DEN reserves the right to perform QA audits, which may include additional inspections and testing. Any such audits will be at DEN expense. . CCC shall coordinate with the assigned QA staff to be included in all meeting invites, which includes but is not limited to Pre-Work, Preconstruction, Weekly, Safety, and onsite Meetings.

4. **NCRs.** Non-Conformance Reports (NCRs) may be issued by the City and County of Denver through the DEN Representative, and shall serve as a record of non-compliance. CCC shall forward to DEN through the DEN Representative copies of any NCRs or other notices of non-compliance issued by any agency of the City and County of Denver.

5. **Streetlights.** The plans for the Peña Ramps Project include the installation of two high mast lights as directed by DEN, at CCC's cost except to the extent Xcel Energy or another entity is responsible for the cost, and in cooperation with Xcel Energy, in accordance with existing Xcel Franchise Agreements and any other applicable agreements between Xcel Energy and the City.

6. **As-Builts.** Upon completion of the Tower Road Improvements, CCC shall furnish to DEN a set of as-constructed record drawings in a form acceptable to

DEN, as well as proof of payment, contractor's affidavits, and full and final waivers of all liens for labor, services, or materials shall be documented. CCC shall include in its agreements with its contractors provisions to defend and hold harmless City and the License Property.

7. **Permits.** CCC's obligation and responsibility for maintaining the License Property and the Tower Road Improvements as provided in the First Amendment and the Public Works IGA. Notwithstanding the foregoing, CCC shall retain the obligation and responsibility for all SWMP obligations until final stabilization is completed and a minimum of 70% vegetation is established. DEN shall not be required to accept any improvements subject to the SWMP until CCC completes its requirements under the SWMP. After acceptance by DEN, maintenance shall be in accordance with the Tower Road Interchange Contract and its First Amendment, the Public Works IGA, and any future amendment to these agreements.

8. **Ponds.** Two (2) water quality ponds will be constructed as required for the Peña Improvements. These ponds are generally referred to as "Pond A" and "Pond B" and are depicted on **Exhibit C**. Until termination of this License at Completion Date as stated in section 7.B, CCC shall be solely responsible for operations and maintenance of both Pond A and Pond B. After final acceptance by DEN and Public Works and termination of the License, ongoing responsibility for operations and maintenance of both ponds shall be assumed by the City as follows:

- (i) Pond A. Operations and maintenance of Pond A shall be the sole responsibility of the City and County of Denver's Department of Public Works consistent with its internal Standard Operating Procedures for such water quality infrastructure.
- (ii) Pond B. Operations and maintenance of Pond B shall be the sole responsibility of DEN consistent with its internal Standard Operating Procedures for such water quality infrastructure.

9. **Warranty Work.** For one (1) year following final acceptance, CCC will pay for the repair, rehabilitation, or replacement required for the Peña Improvements due to (1) design defects, (2) defective materials, (3) failure to construct the roadway per approved plans and specifications. CCC is not responsible for any failure resulting from Denver's neglect or improper operation of facilities or the act of a third party for whom CCC is not responsible. Design of such work must be submitted to DEN for review and approval before any related work begins.

10. **Completion Procedure.** The parties shall use the following procedures to obtain acceptance and memorialize the Completion Date, as defined below, of the Peña Ramps Project:

- i. CCC will send a letter to DEN stating the date all conditions stated in this License for acceptance are completed.

ii. Within thirty days of receipt of such letter, DEN will either sign such letter agreeing to the stated Completion Date or send a written response stating its basis for disagreeing that the improvements are completed.

a. If DEN disagrees that all conditions have been met, then within 30 days of the written disagreement from DEN, CCC will undertake with due diligence to address DEN's stated concerns.

b. Upon resolution of the concerns, DEN and CCC will sign a document confirming the Completion Date.

4. **BONDS.** CCC or its contractors shall provide bonds as provided in the First Amendment and the Public Works IGA.

5. **TERM.** Subject to the provisions hereof, the rights and privileges granted herein shall commence upon execution of this Agreement by all parties. This Agreement shall not be terminated unless and until the agreement is cancelled or terminated as set forth in paragraph 8 below.

6. **RETAINED RIGHTS OF DEN.**

A. DEN reserves the right of use and occupancy of the DEN Property, subject to the rights granted herein, provided that DEN shall not unreasonably interfere with CCC's use of the License Property and exercise of the rights granted hereunder.

B. DEN reserves the right to use any improvements constructed in connection with CCC's exercises of its Permitted Activities for itself and its tenants, contractors, designees, successors, and assigns, and for public purposes.

C. The rights and privileges granted herein are subject to existing utilities, prior easements, rights-of-way, and other matters affecting title, and any needed FAA approvals or requirements. Construction and/or operation and maintenance and use by CCC of the improvements constructed pursuant to the Permitted Activities shall be in such a manner as to not unreasonably conflict with the rights or obligations of DEN, or others with existing rights to use the License Property, nor to interfere with the operations by DEN with respect to such rights or obligations, nor to endanger lives and the safety of the public.

D. The City specifically reserves for itself and other assignees of City, without limitation, the right to cross the DEN Property, the right to place equipment or other utilities above, across and within the DEN Property, and all rights which do not unreasonably interfere with CCC's use of the License Property and exercise of the rights granted hereunder.

E. DEN reserves the right to make its own future improvements on or adjacent to the Tower Road Improvements, including but not limited to adding turn lanes and a crossing of Tower Road for snow removal equipment or other maintenance vehicles.

7. **TERMINATION.**

A. **Termination due to FAA request or requirement.** The parties understand and agree that all activities on the DEN Property, by any person, entity, or party, are subject to the regulation and control of the Federal Aviation Administration ("FAA"). Any portion or all of this Agreement may be terminated upon 30 days' notice if the FAA requests or requires DEN to do so.

B. **Termination at Completion Date.** This License shall terminate, for the Pena Ramps Project, when DEN accepts such work on the "Completion Date" and, for the Tower Road Widening Improvements, when Denver accepts such work accordance with the Public Works IGA. DEN will accept the Pena Ramps Project when:

- i. construction of all improvements is complete in accordance with the Plans and the Project's General Conditions;
- ii. all lanes of Pena Ramps Improvements are open to vehicular traffic;
- iii. all punchlist items (including defective material and non-conforming items identified prior to acceptance) have been completed;
- iv. as built survey and record drawings have been submitted and approved by DEN; and
- v. legal description boundaries have been submitted to and approved by DEN.

DEN, in its reasonable discretion and in good faith, may establish other reasonable conditions of acceptance provided such conditions related to the conditions identified above and necessary for the proper acceptance of Pena Ramps Project in accordance with the Plans and are identified to CCC in writing within a reasonable time before such conditions would be imposed.

Notwithstanding the termination of this License, DEN shall provide CCC and its contractors with access as needed to complete warranty work for the Project.

C. **Cooperation.** The parties will cooperate to execute any documents necessary to terminate or reflect the termination of this Agreement. Upon termination of this Agreement, the use of the Permitted Activities shall be controlled by the City and County of Denver's Charter, ordinances, regulations, and any other easements, licenses, permits or any other agreements between the Parties.

8. **DAMAGE TO CITY PROPERTY.** Any property of the City and County of Denver damaged or destroyed by CCC incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by CCC to the satisfaction of DEN, or in lieu of such repair or replacement, CCC shall, if so required by DEN, pay to the City money in an amount sufficient to compensate for the loss sustained by the City by reason of damage to or destruction of City property. Any property of CCC damaged or destroyed by the City incident to the City's exercise of its rights reserved hereunder shall be promptly repaired or replaced by the City, subject to appropriation if required, or in lieu of such repair or replacement, City shall pay to CCC, money in an amount sufficient to compensate for the loss sustained by CCC by reason of damage to or destruction of CCC property.

**9. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS.** CCC, in conducting any activity on the License Property, shall comply with all applicable local, state or federal environmental rules, regulations, statutes, laws or orders (collectively “**Environmental Requirements**”), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this Agreement, the term “**Hazardous Materials**” means substances, materials or waste, the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a “hazardous waste,” “hazardous material,” “hazardous substance,” “pollutant” or “contaminant” and including, without limitation, those designated as a “hazardous substance” under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a “hazardous waste” under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a “hazardous substance” under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.

CCC shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements relating to CCC’s use of the DEN Property. CCC agrees to notify the Chief Executive Officer of the Department of Aviation, Airport Office Building, 8500 Pena Boulevard, Denver, Colorado 80249-6340, (303) 342-4200, immediately if, during the course of the Work pursuant to this Agreement, CCC encounters any visible, odorous, or otherwise recognizable contamination of the DEN Property (“Existing Contamination”). The City will, upon notification, perform reasonable and appropriate sampling and analysis of such Existing Contamination. CCC shall proceed with the Permitted Activities at other locations on the License Property until the City has completed testing and/or remediation, if any, of the area in question.

**10. INSURANCE.** CCC or its contractors shall obtain and keep in force insurance policies as described in First Amendment and Public Works IGA

**11. INDEMNIFICATION BY CCC.**

**A. General.** To the fullest extent permitted by Colorado law, CCC shall and shall require its contractors working on the License Property to indemnify, defend, and hold harmless the City, its appointed and elected officials, agents and employees as provided in the First Amendment and the Public Works IGA.

A. Nothing herein shall be construed as a waiver of the protections afforded to either party by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended.

B. CCC’s duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if CCC is not named as a Defendant.

C. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of CCC under the terms of this indemnification obligation. CCC may obtain, at its own expense, any additional insurance that it deems necessary for its or DEN’s protection.

D. This defense and indemnification obligation shall survive for three (3) years after expiration or termination of this Agreement, but shall not apply to any Claim accruing after the termination of the License.

E. **Environmental.** In the case of the release, spill, discharge, leak, disturbance or disposal ("Discharge") of Hazardous Materials as a result of CCC's or its contractor's, subcontractor's, agent's and representative's activities on the License Property, CCC shall immediately control and diligently remediate all media contaminated by such Release to applicable federal, state and local standards. CCC shall reimburse the City for any penalties and all reasonable costs and expenses, including without limitation, reasonable attorney's fees incurred by the City as a result of the Discharge by CCC or its contractors, subcontractors, agents and representatives of any Hazardous Materials on the License Property. CCC shall also immediately notify the City in writing of the Discharge of Hazardous Materials and the control and remediation response actions taken by CCC, and any responses, notifications actions taken by any federal, state or local agency with regard to such Discharge. CCC shall make available to the City for inspection and copying, upon reasonable notice and at reasonable times, any requirement under this Section. If there is a requirement to file any notice or report of a release or threatened release of any Hazardous Materials at, on, under, or migrating from the License Property, CCC shall provide copies of all results of such report or notice to the City. The provisions of this section shall expressly survive the termination of this Agreement.

F. At the City's reasonable request, CCC shall conduct testing and monitoring as is necessary to determine whether any Hazardous Materials have entered the soil, groundwater or surface water on or under the License Property due to CCC's use or occupation of the License Property. CCC shall provide copies of all results of such testing and monitoring to the City.

12. **NOTICES.** Any notices or demands provided for herein shall be in writing and shall be deemed effectively given or made (i) immediately when served personally upon the party to be notified, (ii) immediately upon confirmation of facsimile transmission to the party to be notified if on a business day and given before 5:00 p.m. local time in the time zone of the recipient (or on the next business day if given after 5:00 p.m. on a business day), (iii) three (3) business days after being sent to the party to be notified by United States registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after being sent to the party to be notified by reputable overnight courier, prepaid, return receipt acknowledged, all of the foregoing (i) though (iv) to the address, or facsimile number, as applicable, of such party set forth below or to such other address as such party may last have designated by notice hereunder:

To DEN: Chief Executive Officer  
Denver International Airport  
8500 Pena Boulevard, Ninth Floor  
Denver, Colorado 80249-6340

with a copy to: DEN Legal, Chief Counsel  
Denver, International Airport  
8500 Pena Boulevard, Ninth Floor  
Denver, Colorado 80249-6340

To CCC:                      Director of Public Works  
                                    City of Commerce City  
                                    7887 E. 60th Avenue  
                                    Commerce City, CO 80022

with a copy to:            City Attorney  
                                    City of Commerce City  
                                    7887 E. 60th Avenue  
                                    Commerce City, CO 80022

Rejection or refusal to accept delivery or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of notice as of the date such notice was deposited in the mail or delivered to the courier or transmitted via confirmed facsimile. When used in this Agreement, a "business day" shall mean a weekday which is not a federal or State of Colorado holiday.

**13. COMPLIANCE WITH LAWS.** All persons or entities utilizing the License Property pursuant to this Agreement must observe and comply with any applicable provisions of the Charter, ordinances and rules and regulations of the City, as provided in the Tower Road Interchange Contract Section 8 as amended by the First Amendment for the Peña Improvements, or the Public Works IGA for the Tower Road Improvements.

**14. NON-EXCLUSIVE LICENSE.** The rights of CCC hereunder are non-exclusive to CCC and shall not constitute an interest in real property and shall not run with the land. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their successors and assigns.

**15. VENUE.** This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Colorado and the Charter and Ordinances of the City and County of Denver. For the resolution of any dispute arising hereunder, venue shall be in the courts of the City and County of Denver, State of Colorado.

**16. SEVERABILITY.** In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**17. AGREEMENT SUBORDINATE TO AGREEMENTS WITH UNITED STATES.** This Agreement is subject and subordinate to terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the development of the City's airport system.

**18. NO MODIFICATION OF IGAS.** Nothing in this Agreement shall be deemed or construed to modify or amend the Tower Road Interchange Contract, as amended by the First Amendment, or the Public Works IGA.



19. **BOND ORDINANCES.** This Agreement is in all respects subject and subordinate to any and all City applicable bond ordinances for the City's airport system and to any other bond ordinances which should amend, supplement or replace such bond ordinances.

20. **NONDISCRIMINATION.** In connection with the performance of work under this Agreement, CCC may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variation, marital status, or physical or mental disability. CCC shall cause the foregoing to be inserted in all subcontracts hereunder.

21. **FINAL APPROVAL.** This Agreement is expressly subject to and shall not be or become effective or binding on the City until approved by the City Council and fully executed by all signatories of the City and County of Denver.

22. **SUBJECT TO APPROPRIATION.** All obligations of either Party under this Agreement are subject to the prior appropriation and deposit or encumbrance of funds expressly made through each Party's legally required budgeting, authorization, and appropriation process, and authorization by the FAA where required. The Parties acknowledge that they do not through this Agreement irrevocably pledge present cash reserved for payments in future years, and that this Agreement is not intended to create multiple fiscal year direct or indirect debt or obligation of the Parties.

23. **NO THIRD-PARTY BENEFICIARIES.** This agreement is for the benefit of DEN and CCC only. This agreement shall not grant any status or right to any third party, specifically any owner of any property or any owner of any abutting property who is not a party to or assignee of this Agreement, to make any claim as a third party beneficiary, or for deprivation of any right, violation of any vesting or rights, or any other claims.

24. **NO WAIVER.** In no event shall any performance hereunder constitute or be construed to be a waiver by any Party of any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any such breach or default exists shall in no way impair or prejudice any right of remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Agreement shall be deemed or taken to be a waiver of any other default or breach.

[END OF AGREEMENT; SIGNATURE PAGES AND EXHIBITS FOLLOW]

## EXHIBIT A

# EXHIBIT

## EAST HALF, SECTION 33 AND WEST HALF, SECTION 34, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, COLORADO

A PARCEL OF LAND LYING WITHIN THE EAST HALF OF SECTION 33 AND THE WEST HALF OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING ASSUMED TO BEAR S 00°46'31" E, FROM THE NORTHWEST CORNER OF SAID SECTION 34, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPING ILLEGIBLE, TO THE WEST QUARTER CORNER OF SAID SECTION 34, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 4842", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 34, THENCE N 89°19'46" E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 80.00 FEET TO A POINT ON THE WEST LINE OF THAT SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD) PERMANENT LICENSE AREA AS SHOWN IN ORDINANCE NO. 165, CITY CLERK'S FILING NO. 03-134 I, DATED 03/27/03 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE; THENCE S 00°46'31" E, ALONG THE WEST LINE OF SAID SACWSD PERMANENT LICENSE AREA ALSO BEING 80.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 132.15 FEET; THENCE N 89°19'46" E, A DISTANCE OF 10.00 FEET; THENCE S 00°46'31" E, ALONG A LINE BEING 90.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1075.18 FEET; THENCE N 89°13'20" E, A DISTANCE OF 15.00 FEET; THENCE S 00°46'31" E, ALONG A LINE BEING 105.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 792.96 FEET; THENCE S 89°13'20" W, A DISTANCE OF 15.00 FEET; THENCE S 00°46'31" E, ALONG A LINE BEING 90.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 639.27 FEET TO A POINT BEING 90.00 FEET EAST OF THE WEST QUARTER CORNER OF SAID SECTION 34; THENCE S 00°46'53" E, ALONG A LINE BEING 90.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 87.25 FEET; THENCE S 89°13'07" W, A DISTANCE OF 5.00 FEET; THENCE S 00°46'53" E, ALONG A LINE BEING 85.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 390.00 FEET; THENCE N 89°13'07" E, A DISTANCE OF 5.00 FEET; THENCE S 00°46'53" E, ALONG A LINE BEING 90.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2163.38 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE S 89°37'17" W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 90.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE S 89°28'28" W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 90.00 FEET; THENCE N 00°46'53" W, ALONG A LINE BEING 90.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, A DISTANCE OF 2162.34 FEET; THENCE N 89°13'07" E, A DISTANCE OF 5.00 FEET; THENCE N 00°46'53" W, ALONG A LINE BEING 85.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 390.00 FEET; THENCE S 89°13'07" W, A DISTANCE OF 5.00 FEET;

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION  
PROJECT: 16-025  
DATE: 09/07/17  
SHEET 1 OF 5  
DR: D. BUCHHOLZ  
DS: T. GIRARD  
P.M. B. CALVERT



**CORE**  
CONSULTANTS

CIVIL ENGINEERING  
DEVELOPMENT CONSULTING  
NATURAL RESOURCES  
LAND SURVEYING  
303.703.4444  
1950 W. Littleton Blvd., Ste. 109  
Littleton, CO 80120

# EXHIBIT

EAST HALF, SECTION 33 AND WEST HALF, SECTION 34, TOWNSHIP 2 SOUTH,  
RANGE 66 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, COLORADO

(CONTINUED)

THENCE N 00°46'53" W, ALONG A LINE BEING 90.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 87.26 FEET TO A POINT BEING 90.00 FEET WEST OF THE WEST QUARTER CORNER OF SAID SECTION 34;  
THENCE N 00°46'31" W, ALONG A LINE BEING 90.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 2422.03 FEET;  
THENCE S 89°13'20" W, A DISTANCE OF 240.10 FEET;  
THENCE N 00°46'40" W, A DISTANCE OF 69.67 FEET;  
THENCE N 73°59'54" W, A DISTANCE OF 197.23 FEET;  
THENCE N 16°00'06" E, A DISTANCE OF 30.00 FEET;  
THENCE S 73°59'54" E, A DISTANCE OF 188.18 FEET;  
THENCE N 00°46'40" W, A DISTANCE OF 64.69 FEET;  
THENCE N 89°13'20" E, A DISTANCE OF 240.11 FEET TO A POINT BEING 90.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER;  
THENCE N 00°46'31" W, ALONG A LINE BEING 90.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 52.78 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;  
THENCE N 89°43'03" E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,002,611 SQUARE FEET OR 23.017 ACRES, MORE OR LESS.

THOMAS M. GIRARD  
COLORADO PLS 38151  
FOR AND ON BEHALF OF  
CORE CONSULTANTS, INC.



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION  
PROJECT: 16-025 DR: D. BUCHHOLZ  
DATE: 09/07/17 DS: T. GIRARD  
SHEET 2 OF 5 P.M. B. CALVERT



**CORE**  
CONSULTANTS

CIVIL ENGINEERING  
DEVELOPMENT CONSULTING  
NATURAL RESOURCES  
LAND SURVEYING  
303.703.4444  
1950 W. Littleton Blvd., Ste. 109  
Littleton, CO 80120

**EAST HALF, SECTION 33 AND WEST HALF, SECTION 34, TOWNSHIP 2 SOUTH,  
RANGE 66 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, COLORADO**

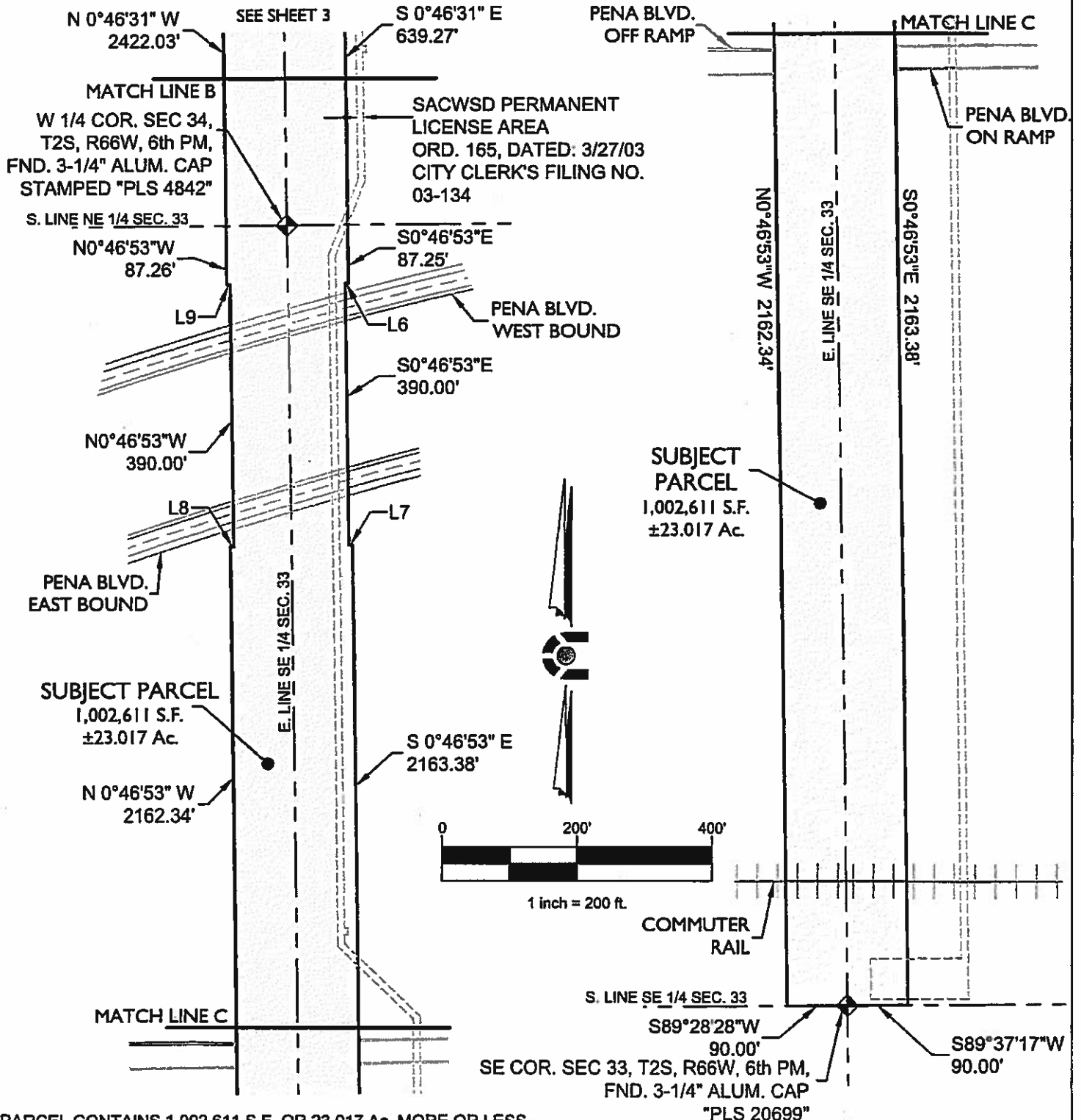


P.M. B. CALVERT



# EXHIBIT

EAST HALF, SECTION 33 AND WEST HALF, SECTION 34, TOWNSHIP 2 SOUTH,  
RANGE 66 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, COLORADO



PARCEL CONTAINS 1,002,611 S.F. OR 23.017 Ac, MORE OR LESS.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 16-025

DATE: 09/07/17

SHEET 4 OF 5

DR: D. BUCHHOLZ

DS: T. GIRARD

P.M. B. CALVERT



**CORE**  
CONSULTANTS

CIVIL ENGINEERING  
DEVELOPMENT CONSULTING  
NATURAL RESOURCES  
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303.703.4444  
1950 W. Littleton Blvd., Ste. 109  
Littleton, CO 80120

# EXHIBIT

EAST HALF, SECTION 33 AND WEST HALF, SECTION 34, TOWNSHIP 2 SOUTH,  
RANGE 66 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, COLORADO

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	80.00'	N 89°19'46" E
L2	132.15'	S 0°46'31" E
L3	10.00'	N 89°19'46" E
L4	15.00'	N 89°13'20" E
L5	15.00'	S 89°13'20" W
L6	5.00'	S 89°13'07" W
L7	5.00'	N 89°13'07" E
L8	5.00'	N 89°13'07" E
L9	5.00'	S 89°13'07" W
L10	69.67'	N 0°46'40" W
L11	197.23'	N 73°59'54" W
L12	30.00'	N 16°00'06" E
L13	188.18'	S 73°59'54" E
L14	64.69'	N 0°46'40" W
L15	52.78'	N 0°46'31" W
L16	90.00'	N 89°43'03" E

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION  
PROJECT: 16-025 DR: D. BUCHHOLZ  
DATE: 09/07/17 DS: T. GIRARD  
SHEET 5 OF 5 P.M. B. CALVERT



**CORE**  
CONSULTANTS

CIVIL ENGINEERING  
DEVELOPMENT CONSULTING  
NATURAL RESOURCES  
LAND SURVEYING  
303.703.4444  
1950 W. Littleton Blvd., Ste. 109  
Littleton, CO 80120

## EXHIBIT B



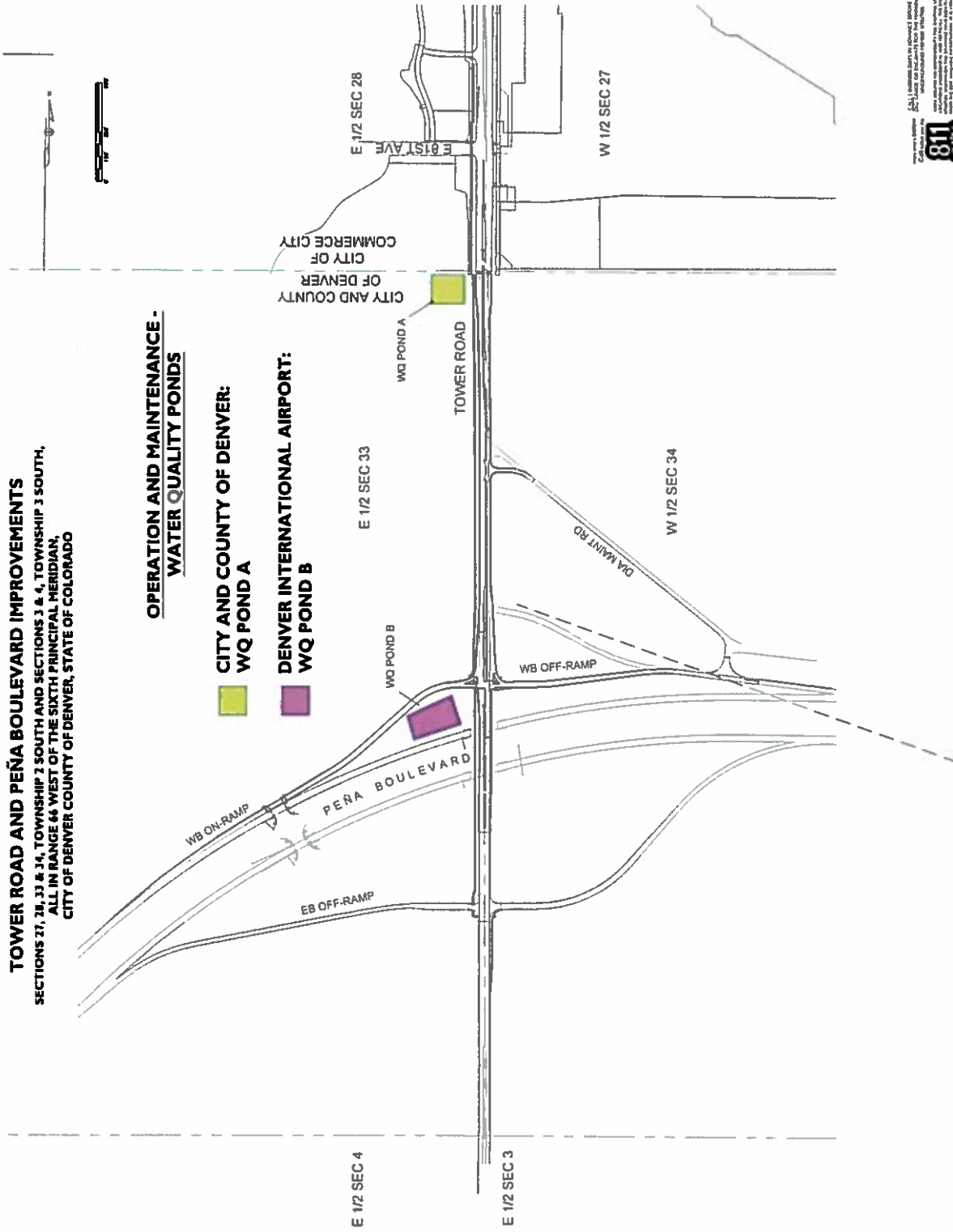


## EXHIBIT C

**TOWER ROAD AND PEÑA BOULEVARD IMPROVEMENTS**  
SECTIONS 27, 28, 33 & 34, TOWNSHIP 2 SOUTH AND SECTIONS 3 & 4, TOWNSHIP 3 SOUTH,  
ALL IN RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF DENVER COUNTY OF DENVER, STATE OF COLORADO

**CITY AND COUNTY OF DENVER:  
WQ POND A**

**DENVER INTERNATIONAL AIRPORT:  
WQ POND B**



**TOWER RD AT PENNA BLVD**  
**ROADWAY IMPROVEMENTS**  
**POND OPERATION AND MAINTENANCE**  
**DENVER, COLORADO**

INITIAL PLAN	JOB NO	SHEET	OF
RELEASE 09172012	114261-01		
ORIGINATED BY: J2JL			
DRAWN BY: J2JL			
CHECKED BY: J2JL			

every day's business  
C-8000 and 8000

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or visit our website at [www.118.com](http://www.118.com)

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## EXHIBIT E

# PROJECT COST RESPONSIBILITY EXHIBIT

TOWER ROAD AND PEÑA BOULEVARD IMPROVEMENTS  
SECTIONS 27, 28, 33 & 34, TOWNSHIP 2 SOUTH AND SECTIONS 3 & 4, TOWNSHIP 3 SOUTH,  
ALL IN RANGE 44 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF DENVER COUNTY OF DENVER, STATE OF COLORADO

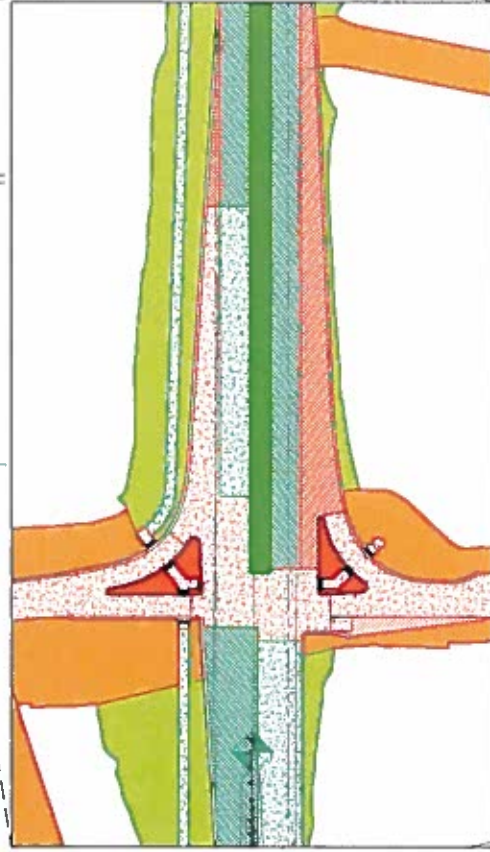
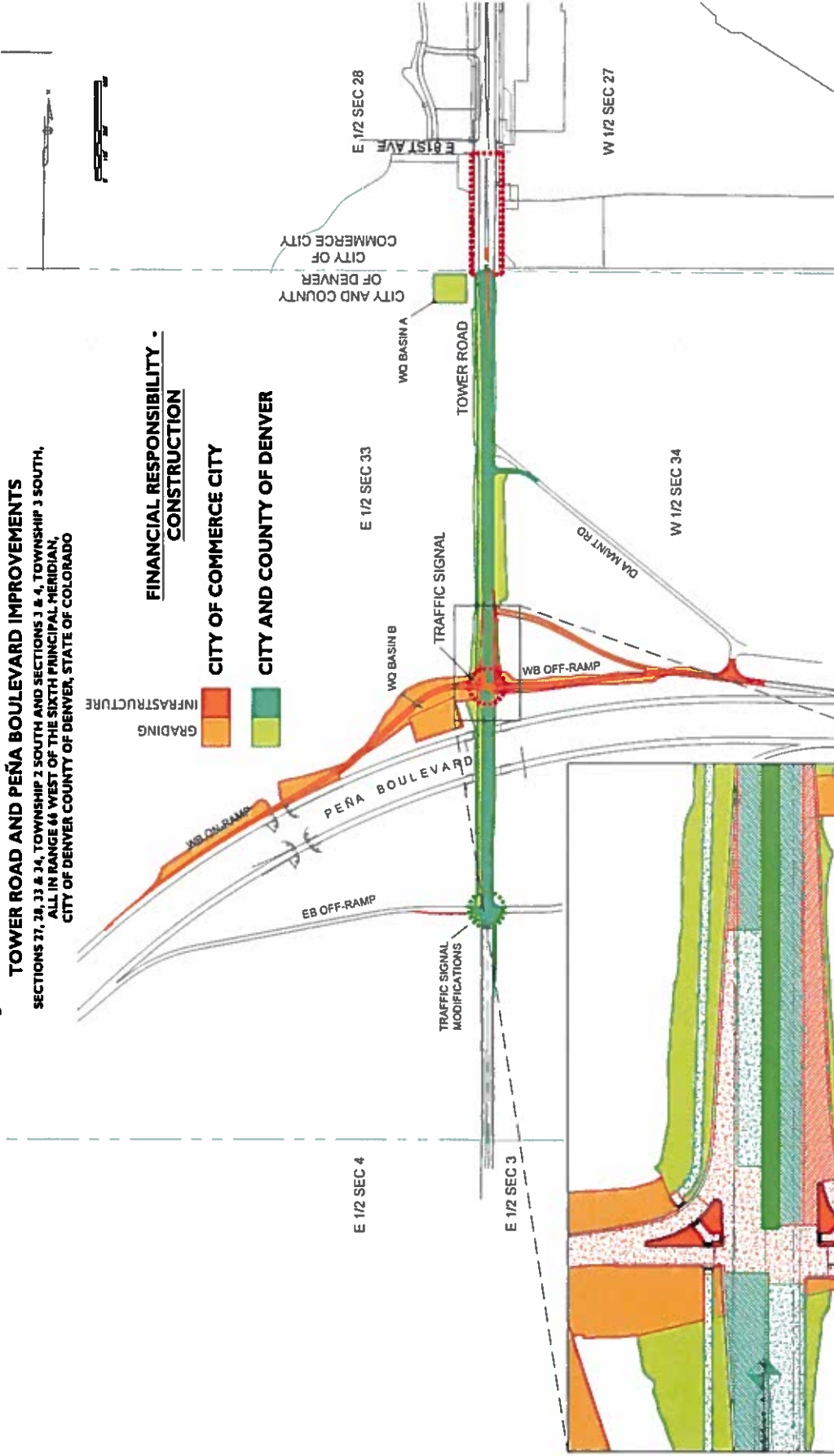
**FINANCIAL RESPONSIBILITY -  
CONSTRUCTION**

**CITY OF COMMERCE CITY**

**CITY AND COUNTY OF DENVER**

INFRASTRUCTURE

GRADING



INTERSECTION DETAIL