

**INTERGOVERNMENTAL AGREEMENT REGARDING COST-SHARING BETWEEN  
ADAMS COUNTY AND COMMERCE CITY FOR THE E. BRIGHTON ROAD  
IMPROVEMENT PROJECT**

This INTERGOVERNMENTAL AGREEMENT REGARDING COST SHARING BETWEEN ADAMS COUNTY AND COMMERCE CITY FOR THE BRIGHTON ROAD IMPROVEMENT PROJECT (the "IGA") is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between the COUNTY OF ADAMS, a body politic and corporate of the State of Colorado whose principal business address is 4330 South Adams County Parkway, 5th Floor - Suite CS000A, Brighton, Colorado 80601-8218 (the "County"), and the CITY OF COMMERCE CITY, a Colorado home rule municipality whose principal business address is 7887 East 60th Avenue, Commerce City, Colorado 80022 (the "City"). Both the City and the County are referred to herein as either the "Party" or the "Parties."

WHEREAS, pursuant to Art. XIV, § 18(2)(a) of the Colorado Constitution, and § 29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each;

WHEREAS, the City plans to reconstruct BRIGHTON ROAD from E 104<sup>th</sup> Avenue north to E 112<sup>th</sup> Avenue (the "Project") as described in more detail in Exhibit A – Scope of Services, attached hereto and incorporated herein by this reference;

WHEREAS, the Project is located within the City of Commerce City, with numerous adjacent properties and rights-of-way for the Project being located within unincorporated Adams County;

WHEREAS, the total lineal footage of the Brighton Road Project is approximately 11,770 lineal lane feet, and Adams County has adjoining properties bordering on 10,060 lineal lane feet, which equates to 85.5 % of the projects adjoining footage;

WHEREAS, the Parties agree that the Project will be a benefit to their residents; and the City has requested, and the County is agreeable, that the County shall pay the City \$2,000,000 towards the cost of the Project;

WHEREAS, a budgeted amount for the roadway construction costs for the Project are identified in Exhibit B, attached hereto and incorporated herein by this reference (Bridge replacement cost are not included); and

WHEREAS, the cost share of the Project shall be based on the understood agreement that the County will contribute \$2,000,000 towards the Project, covering expenses related to the design and construction of the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Agreement.** Subject to the terms and conditions set forth in this IGA, the County hereby agrees to contribute to the Project Costs, which contribution shall be made via direct payment to the City, as set forth herein.

2. **County's Contribution - Payment.** The County's contribution to the Project shall be Two Million dollars and zero cents (\$2,000,000.00), as set forth in Exhibit B – County Summary of Project Costs and Cost Allocations and Cost Allocation Map, attached and incorporated by reference. Within sixty (60) days of the Effective Date, the County shall make full payment of the County's Contribution to the City (the "Due Date").

3. **Authority to Manage, Engineer, Advertise, Contract, Construct and Inspect.**

a. The County hereby authorizes the City to manage, engineer, advertise, contract, construct and inspect the Project. The City shall have full control over all aspects of the management, engineering, advertisement, contracting, construction and inspection for the Project until construction has been completed. Once construction has been completed, all portions of the project remain within City's Public Right of Way.

b. The County may inspect the Project at any time prior to completion and again upon notice of completion from the City. The County may inspect the Project during construction, subject to the Project's safety program.

4. **Term.** The Term of this IGA shall be from the Effective Date until the project is completed and the City receives the County's Contribution or the "Due Date".

5. **No Partnership or Agency.** Notwithstanding any language in this IGA or any representation or warranty to the contrary, neither the City nor the County shall be deemed or constitute a partner, joint venture or agent of the other. Any actions taken by the Parties pursuant to this IGA shall be deemed actions as an independent contractor of the other.

6. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person other than the Parties shall be deemed to be only an incidental beneficiary under this IGA.

7. **Governing Law and Venue;** This IGA shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado.

8. **Governmental Immunity.** No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

9. **Authority.** The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this IGA on behalf of the Parties and to bind the Parties to its terms.

10. **Entire Agreement.** This IGA contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the Parties.

11. **Counterparts.** This IGA may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

12. **Binding Effect.** This IGA shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives, successors and assigns.

13. **Notices.** Written notices required under this IGA and formal correspondence among the Parties shall be directed to the following 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:

If to the City:

Brent Soderlin, PE, City Engineer  
City of Commerce City 8602 Rosemary St.  
Commerce City, CO 80022  
[BSoderlin@c3gov.com](mailto:BSoderlin@c3gov.com)

Mark Winnen, Project Manager  
City of Commerce City 8602 Rosemary St  
Commerce City, CO 80022  
[MWinnen@c3gov.com](mailto:MWinnen@c3gov.com)

If to the County:

Transportation Department Director Adams County  
4430 South Adams County Parkway, 1st Floor - Suite W2000B  
Brighton, CO 80601-8218

14. **Headings.** Paragraph headings used in this IGA are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this IGA.

15. **Severability.** In the event a court of competent jurisdiction holds any provision of this IGA invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.

16. **Counterparts.** This IGA may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

**[The remainder of this page intentionally left blank. Signature page(s) follow(s)]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY OF COMMERCE CITY**

\_\_\_\_\_  
Benjamin Huseman, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dylan A. Gibson, CMC, City Clerk

\_\_\_\_\_  
Brian Swann, Assistant City Attorney

Recommended for approval:

\_\_\_\_\_  
Roger Tinklenberg, Interim City Manager  
City Manager's Office

**ADAMS COUNTY**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

## **EXHIBIT A – SCOPE OF WORK**

### **PROJECT DESCRIPTION**

The Brighton Road from E 104<sup>th</sup> Avenue to E. 112<sup>th</sup> Avenue Project (“Project”) consists of the design, permitting, and construction of roadway improvements along approximately 1.12 miles of road. The Project limits are from approximately CDOT right of way at East 104<sup>th</sup> Ave north to the intersection of East 112<sup>th</sup> Avenue and Brighton Road. This Project will cause the construction of public improvements to Brighton Road consisting of a one twelve foot (12’) travel lanes in each direction, a five foot (5’) paved shoulder in each direction. In addition, during phase two of the design a new bridge over the Fulton Ditch approximately 295 feet south of intersection at East 112<sup>th</sup> Ave and Brighton Road. Costs related to the bridge are not reflected in Exhibit B.

The design and permitting consist of the following items:

1. Title Commitments
2. Design and Utility Surveys
3. Property Surveys and Base Mapping preparations;
4. Geotechnical Engineering
5. Traffic Studies and Engineering
6. Environmental Engineering and Permitting
7. Roadway Design and Plans
8. Signage, Striping and Lighting Plans
9. Storm water Management Design and Plans
10. Demolition and restoration of existing improvements design and plans
11. Landscaping Design and Plans
12. Preparing Legal Descriptions for Easements and Right-of-way Acquisition
13. Drainage Studies and Storm water Management Reports
14. Right-of-way Plans
15. Cost Estimates

## **EXHIBIT B**

### **County Summary of Project Costs and Cost Allocations; Cost Allocation Map**

City of Commerce City  
Brighton Rd Improvements  
E 104th Ave to E 112th Ave - Phase I  
Opinion of Construction Costs - Final Office Review

Bid Schedule No.	Contract Item No.	Contract Item	Unit	Quantity	Unit Cost	Cost
1	201-00000	CLEARING AND GRUBBING	LS	1	\$ 5,000.00	\$ 5,000.00
2	202-00010	REMOVAL OF TREE	EACH	10	\$ 850.00	\$ 8,500.00
3	202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	16,331	\$ 11.50	\$ 187,806.50
4	202-00220	REMOVAL OF ASPHALT MAT	SY	16,331	\$ 6.00	\$ 97,986.00
5	202-00222	REMOVAL OF DETOUR PAVEMENT	SY	3,952	\$ 14.50	\$ 57,304.00
6	202-00410	REMOVAL OF MAT FROM BRIDGE	SY	192	\$ 24.50	\$ 4,704.00
7	202-00810	REMOVAL OF GROUND SIGN	EACH	3	\$ 150.00	\$ 450.00
8	202-04008	CLEAN CULVERT	LF	222	\$ 10.00	\$ 2,220.00
9	203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	2,556	\$ 27.00	\$ 69,012.00
10	203-01597	POTHOLING	HOURL	50	\$ 275.00	\$ 13,750.00
11	208-00005	AGGREGATE BAG	LF	300	\$ 9.00	\$ 2,700.00
12	208-00020	SILT FENCE	LF	23,466	\$ 1.50	\$ 35,199.00
13	208-00070	VEHICLE TRACKING PAD	EACH	1	\$ 3,000.00	\$ 3,000.00
14	208-00103	REMOVAL AND DISPOSAL OF SEDIIMENT (LABOR)	HOURL	20	\$ 55.00	\$ 1,100.00
15	208-00105	REMOVAL AND DISPOSAL OF SEDIIMENT (EQUIPMENT)	HOURL	20	\$ 150.00	\$ 3,000.00
16	208-00106	SWEEPING (SEDIMENT REMOVAL)	HOURL	100	\$ 150.00	\$ 15,000.00
17	208-00207	EROSION CONTROL MANAGEMENT	DAY	50	\$ 250.00	\$ 12,500.00
18	210-00010	RESET MAILBOX STRUCTURE	EACH	16	\$ 300.00	\$ 4,800.00
19	210-04010	ADJUST MANHOLE	EACH	13	\$ 800.00	\$ 10,400.00
20	210-04050	ADJUST VALVE BOX	EACH	33	\$ 650.00	\$ 21,450.00
21	212-00006	SEEDING (NATIVE)	ACRE	2.86	\$ 750.00	\$ 2,145.00
22	212-00032	SOIL CONDITIONING	ACRE	2.86	\$ 3,250.00	\$ 9,295.00
23	212-00040	SOIL PREPARATION (LAWN)	ACRE	0.38	\$ 1,000.00	\$ 380.00
24	212-00050	SOD	SF	16,726	\$ 3.00	\$ 50,178.00
25	212-00100	TREE RETENTION AND PROTECTION	LS	1	\$ 2,000.00	\$ 2,000.00
26	213-00067	ROCK MULCH (WEED FREE)	SF	2,111	\$ 26.00	\$ 54,886.00
27	213-00070	LANDSCAPE WEED BARRIER FABRIC	SY	234.56	\$ 2.50	\$ 586.40
28	217-00000	HERBICIDE TREATMENT	SY	15,691.22	\$ 0.50	\$ 7,845.61
29	306-01000	RECONDITIONING	SY	22,106	\$ 3.50	\$ 77,371.00
30	403-33721	HOT MIX ASPHALT (GRADING S) (75) (PG 58-28)	TON	7,776	\$ 80.00	\$ 622,080.00
31	403-34721	HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28)	TON	2,490	\$ 85.00	\$ 211,650.00
32	411-10255	EMULSIFIED ASPHALT (SLOW-SETTING)	GAL	3,376	\$ 3.75	\$ 12,660.00
33	606-00301	GUARDRAIL TYPE 3 (6-3 POST SPACING)	LF	50	\$ 65.00	\$ 3,250.00
34	606-02005	END ANCHORAGE (FLARED)	EACH	4	\$ 3,300.00	\$ 13,200.00
35	606-99998	GUARDRAIL (SPECIAL)	EACH	29	\$ 6,500.00	\$ 188,500.00
36	614-00011	SIGN PANEL (CLASS 1)	SF	30	\$ 27.50	\$ 825.00
37	614-00214	STEEL SIGN POST (1.75X1.75 INCH TUBING)	LF	65	\$ 20.00	\$ 1,300.00
38	614-01738	STEEL SIGN GROUND STUB BASE (36 INCH)	EACH	5	\$ 300.00	\$ 1,500.00
39	620-00001	FIELD OFFICE (CLASS 1)	EACH	1	\$ 25,000.00	\$ 25,000.00
40	620-00020	SANITARY FACILITY	EACH	2	\$ 3,350.00	\$ 6,700.00
41	621-00450	DETOUR PAVEMENT	SY	3,952	\$ 45.00	\$ 177,840.00
42	623-09900	SPRINKLER SYSTEM (REPAIR)	LS	1	\$ 1,500.00	\$ 1,500.00
43	625-00000	CONSTRUCTION SURVEYING	LS	1	\$ 50,000.00	\$ 50,000.00
44	626-00000	MOBILIZATION	LS	1	\$ 175,000.00	\$ 175,000.00
45	627-00005	EPOXY PAVEMENT MARKING	GAL	73	\$ 100.00	\$ 7,300.00
46	627-30205	THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	SF	16	\$ 25.00	\$ 400.00
47	630-00000	FLAGGING	HOURL	1,000	\$ 35.00	\$ 35,000.00
48	630-00007	TRAFFIC CONTROL INSPECTION	DAY	50	\$ 200.00	\$ 10,000.00
49	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	50	\$ 1,000.00	\$ 50,000.00
50	630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	EACH	4	\$ 200.00	\$ 800.00
51	630-80341	CONSTRUCTITON TRAFFIC SIGN (PANEL SIZE A)	EACH	16	\$ 55.00	\$ 880.00
52	630-80342	CONSTRUCTITON TRAFFIC SIGN (PANEL SIZE B)	EACH	4	\$ 70.00	\$ 280.00
53	630-80355	PORTABLE MESSAGE SIGN PANEL	EACH	2	\$ 7,500.00	\$ 15,000.00
54	630-80359	DRUM CHANNELIZING DEVICE	EACH	50	\$ 35.00	\$ 1,750.00
55	630-80370	BARRIER (TEMPORARY)	LF	10,170	\$ 30.00	\$ 305,100.00
56	630-80380	TRAFFIC CONE	EACH	100	\$ 10.00	\$ 1,000.00
57	630-85010	IMPACT ATTENUATOR (TEMPORARY)	EACH	4	\$ 8,000.00	\$ 32,000.00
58	700-70010	F/A MINOR CONTRACT REVISIONS	FA	1	\$ 250,000.00	\$ 250,000.00
59	700-70016	F/A FUEL COST ADJUSTMENT	FA	1	\$ 25,000.00	\$ 25,000.00
<b>Total</b>						<b>\$ 2,986,083.51</b>



IPROBUD12-0401 - COMMERCIAL - CANTON ROYAL CADD & IMPROVEMENTS - AUTOCADD/EXCEL/PICTQUEST ALLOCATION MAP JONG