

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
THORNTON AND ADAMS COUNTY FOR THE PAVING
OF HOLLY STREET**

This Intergovernmental Agreement ("Agreement") entered into this ____ day of July, 2016 between the City of Thornton located at 9500 Civic Center Drive, Thornton, CO 80229 ("Thornton") and Adams County located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("Adams County"), or collectively the ("Parties").

WITNESSETH

WHEREAS, Adams County will complete a project to pave Holly Street from 152nd Avenue north to 160th Avenue in the summer of 2016 (the "Project"); and

WHEREAS, a portion of Holly Street is located within the Thornton limits (a 792-foot long section approximately 1,330 feet north of 152nd Avenue) as depicted on Exhibit A attached hereto; and

WHEREAS, Thornton desires and Adams County is willing to pave that portion of Holly Street located within Thornton as a part of the Project.

NOW THEREFORE in consideration of the promises and conditions contained herein, the Parties hereto agree as follows:

1. Adams County developed the contract documents for the construction of the Project. The Parties agree that the Project shall be designed and constructed in accordance with Adams County standards and specifications. Adams County advertised the Project for construction bids. Upon receipt of the bids, Adams County selected the construction contractor based on the lowest, responsible bidder. Adams County awarded, and shall execute and administer the contract for construction of the Project in accordance with its policies and procedures. Thornton shall be specifically listed as a beneficiary of all warranties and bonds provided for in the contract documents.

2. The Parties estimate that the cost of construction of the Thornton portion of the Project is Ninety-One Thousand Eight Hundred Three Dollars and Ninety-Five Cents (\$91,803.95) as provided in Exhibit B attached hereto. At the completion of the Project, Adams County shall invoice Thornton for its share of the actual construction costs payable to Adams County no later than February 28, 2017.

3. Thornton shall designate a Project Manager who shall coordinate with Adams County as necessary with respect to the Project.

4. The Project Managers shall meet as necessary to review all Project change orders. The Parties agree that the Parties have the right to challenge or dispute any change order that solely affects work located in the complaining Party's jurisdiction. The Project Managers shall use their best efforts to resolve the disputed change order to avoid any delay in the work. In the event the Project Managers are unable to resolve the disputed change order, the issue will be resolved in accordance with the dispute resolution provisions provided in Paragraph 6 herein.

5. This Agreement shall terminate upon the expiration of the Project warranties associated with the contract documents.

6. In the event of any disagreement associated with the Project and prior to the commencement of any formal proceedings, the Parties shall continue performance as set forth in this Agreement and the Project Managers in good faith shall attempt to resolve the dispute. In the event the Project Managers are unable to reach agreement and one of the Project Managers concludes that a good faith amicable resolution through continued negotiation of the matter at issue does not appear likely, such Project Manager shall notify the other Party in writing. In the event the Parties reach such an impasse relating to a decision or issue that threatens to significantly delay the Project, within five (5) business days following such notice, the appropriate department heads from each Party shall make an interim decision and/or determination that will allow construction of the Project to proceed according to the Project's schedule. If an interim decision cannot be mutually agreed upon, the head decision maker of each Party shall meet within five (5) business days to resolve such decisions or issues. While each Party agrees to abide by said interim decision until the Project has been substantially completed, it shall do so under a complete reservation of its rights and without prejudice to any claims it may have against the other Party or others.

7. Each Party hereto shall be responsible for any suits, demands, costs, or actions at law resulting from its own acts or omissions.

8. Any notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth above, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

9. This Agreement represents the entire Agreement among the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

10. This Agreement may be terminated in writing by the Parties, but only if (1) there are no contingent, outstanding contracts for construction and (2) the lowest responsible bid for the Project exceeds the amount of funds set forth in Exhibit B. All costs associated with the cancellation, of any Project contracts, or portion thereof, shall be paid equally by the Parties.

11. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

12. If any article, section, paragraph, sentence, clause, or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.

13. A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

14. The Parties acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Parties, their officers, or employees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first above written.

CITY OF THORNTON



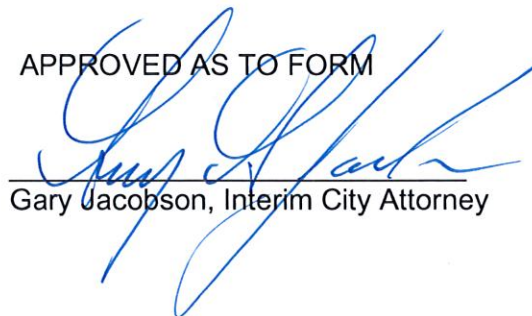
Jack Ethredge
City Manager

ATTEST:



Nancy A. Vincent, City Clerk

APPROVED AS TO FORM



Gary Jacobson, Interim City Attorney

Board of County Commissioners
4430 South Adams County Parkway
Brighton, Colorado 80601

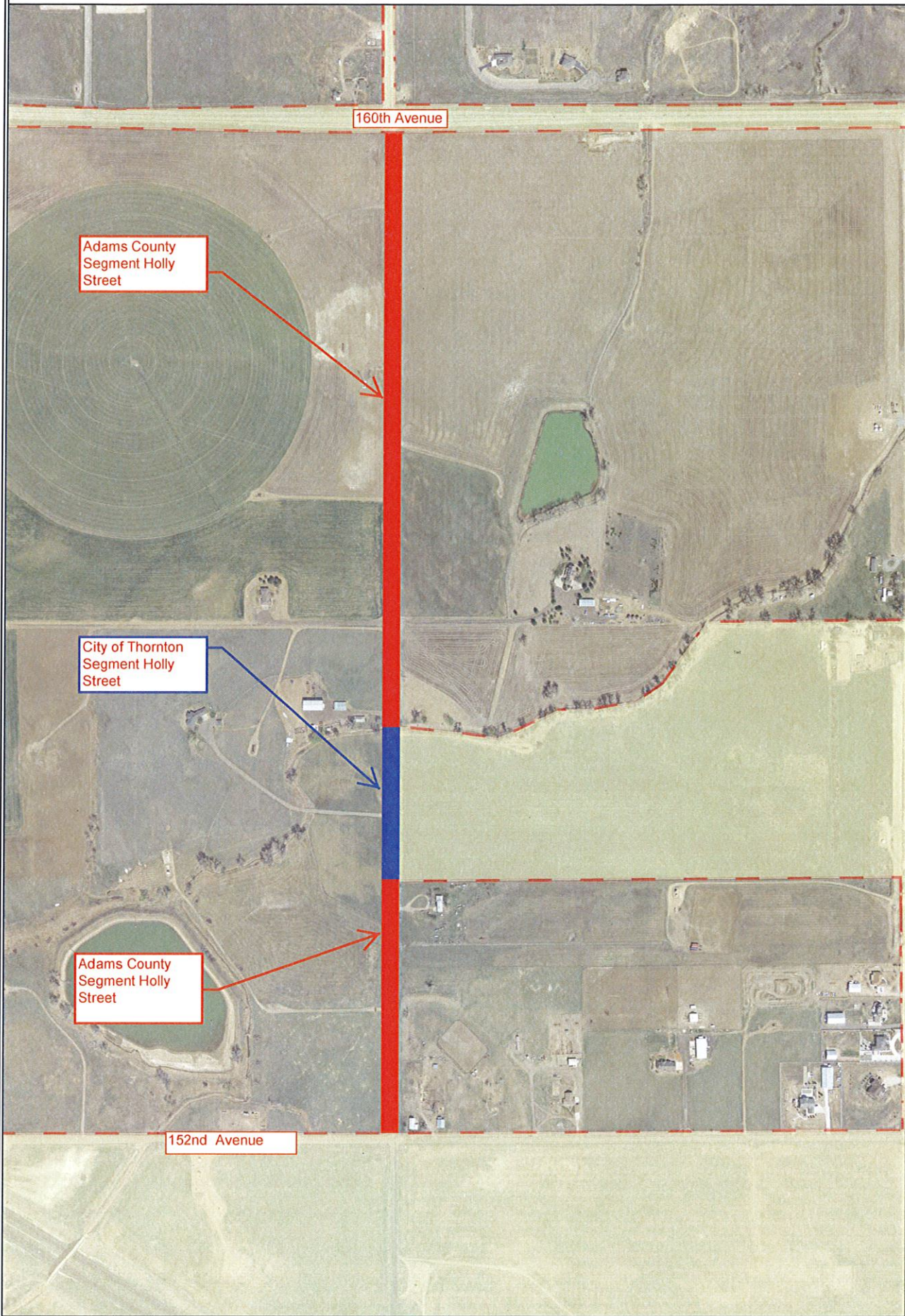
ATTEST:

County Clerk

APPROVED AS TO FORM:

County Attorney

Adams County Holly Street Paving IGA



CITY OF THORNTON
COLORADO
9608 CIVIC CENTER DRIVE
THORNTON, COLORADO 80229-4326
(303) 536-1295



3/1/2016
1 inch = 435 feet

PROPRIETARY INFORMATION - NOT FOR RESALE
Digital Data Produced by the City of Thornton GIS Project. This map is
representational only and does not determine exact locations or bound-
aries of any districts or properties. It is not intended to be relied
upon for any legal descriptions or other and use documents.

Exhibit A

Exhibit B

COST ESTIMATE FOR HOLLY STREET PAVING
ADAMS COUNTY PROJECT NO.: IMP2016-00001

LINE ITEM	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	Holly St.	EST. BID QUANT.	City of Thornton Quantity	UNIT BID PRICE	AMOUNT BID	City of Thornton Portion
01	203-01500	BLADING	HR	8	8	1.2	\$144.00	\$1,152.00	\$172.80
02	203-01100	PROOF ROLLING	HR	8	8	1.2	\$105.00	\$840.00	\$126.00
03	208-00002	EROSION LOG (12 INCH)	LF	25	25	3.8	\$5.02	\$125.50	\$18.83
04	208-00035	AGGREGATE BAG	LF	25	25	3.8	\$7.46	\$186.50	\$27.98
05	208-00070	VEHICLE TRACKING PAD	EA	2	2	0.3	\$1,905.00	\$3,810.00	\$571.50
06	208-00205	EROSION CONTROL SUPERVISOR	HR	20	20	3.0	\$98.00	\$1,960.00	\$294.00
07	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	2423	2423	363.5	\$23.95	\$58,030.85	\$8,704.63
08	306-01000	RECONDITIONING	SY	16195	16195	2429.3	\$2.25	\$36,438.75	\$5,465.81
09	403-33741	HOT MIX ASPHALT (GRADING S) (75) (PG64-22)	TON	3562	3562	534.3	\$64.00	\$227,968.00	\$34,195.20
10	403-34741	HOT MIX ASPHALT (GRADING SX) (75) (PG64-22)	TON	1780	1780	267.0	\$64.50	\$114,810.00	\$17,221.50
11	620-00020	SANITARY FACILITY	EA	1	1	0.2	\$450.00	\$450.00	\$67.50
12	625-00000	CONSTRUCTION SURVEYING	LS	0.2	0.2	0.0	\$45,000.00	\$9,000.00	\$1,350.00
13	626-00000	MOBILIZATION	LS	0.2	0.2	0.0	\$250,000.00	\$50,000.00	\$7,500.00
14	626-01000	PUBLIC INFORMATION SERVICE	LS	0.1	0.1	0.0	\$28,000.00	\$2,800.00	\$420.00
15	626-010001	PUBLIC INFORMATION SERVICE (ADDRESS)	EA	20	20	3.0	\$3.75	\$75.00	\$11.25
16	627-00005	EPOXY PAVEMENT MARKING PAINT	GAL	72	72	10.8	\$78.50	\$5,652.00	\$847.80
17	627-00011	PAVEMENT MARKING PAINT (WATERBORNE)	GAL	40	40	6.0	\$48.00	\$1,920.00	\$288.00
18	630-00000	FLAGGING	HR	450	450	67.5	\$21.22	\$9,549.00	\$1,432.35
19	630-00007	TRAFFIC CONTROL INSPECTION	DAY	5	5	0.8	\$90.00	\$450.00	\$67.50
20	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	20	20	3.0	\$675.00	\$13,500.00	\$2,025.00
21	630-80341	CONSTRUCTION TRAFFIC SIGN, PANEL SIZE A	EA	5	5	0.8	\$32.00	\$160.00	\$24.00
22	630-80342	CONSTRUCTION TRAFFIC SIGN, PANEL SIZE B	EA	5	5	0.8	\$32.00	\$160.00	\$24.00
23	630-80343	CONSTRUCTION TRAFFIC SIGN, PANEL SIZE C	EA	5	5	0.8	\$32.00	\$160.00	\$24.00
24	630-80344	CONSTRUCTION TRAFFIC SIGN (SPECIAL)	SF	10	10	1.5	\$26.00	\$260.00	\$39.00
25	630-80355	PORTABLE MESSAGE SIGN PANEL	EA	2	2	0.3	\$5,050.00	\$10,100.00	\$1,515.00
26	630-80358	ADVANCE WARNING FLASHING (C TYPE)	EA	2	2	0.3	\$1,960.00	\$3,920.00	\$588.00
27	630-80360	DRUM CHANNELIZING DEVICE	EA	100	100	15.0	\$21.50	\$2,150.00	\$322.50
28	630-80380	TRAFFIC CONE	EA	100	100	15.0	\$7.60	\$760.00	\$114.00
Sub-Total								\$556,387.60	\$83,458.14
10%								\$55,638.76	\$8,345.81
Total								\$612,026.36	\$91,803.95