

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
THORNTON AND ADAMS COUNTY FOR THE PAVING
OF 88th AVENUE

This Intergovernmental Agreement ("Agreement") entered into this ____ day of May 2017 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"). Thornton and Adams County may hereafter be referred to collectively as ("Parties") and individually as ("Party").

WITNESSETH

WHEREAS, The City of Thornton will complete a project to pave 88th Avenue from Devonshire Street East to New Welby Road in the summer of 2017 (the "Project"); and

WHEREAS, a portion of 88th Avenue is located within the Adams County limits (a 1700' foot long section from Devonshire east to the new Welby Road Alignment) as depicted on Exhibit A attached hereto; and

WHEREAS, Adams County desires and Thornton is willing to pave that portion of 88th Avenue located within Adams County as a part of the Project.

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

1. Thornton developed the contract documents for the construction of the Project. The Parties agree that the Project shall be designed and constructed in accordance with City of Thornton standards and specifications. City of Thornton opted to construct the Project in-house with Street Operations Crews and will designate a Project Manager for the Project. All pricing provided has been based on the MAPO Bid and established internal labor rates. City of Thornton shall execute and administer the Project in accordance with its policies and procedures. Adams County 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 Adams County portion of the Project is One Hundred Twenty Nine Thousand Seven Hundred Thirty Eight Dollars and Seventy Cents (\$129,738.70) as provided in Exhibit B attached hereto. At the completion of the Project, Thornton shall invoice Adams County for its share of the actual construction costs payable to the City of Thornton no later than December 15, 2017.
3. Adams County shall designate a Project Manager who shall coordinate with Thornton 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 seven (7) business days following the date of 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 each Party will designate a final decision maker and such decision makers shall coordinate a meeting to occur within five (5) business days to resolve all issues related to an interim decision. Each Party agrees to abide an interim decision until the Project has been substantially completed and 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, which claims shall survive this Agreement.

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 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

Jeffrey B. Coder Acting City
Manager

ATTEST:

Kristen Rosenbaum, City Clerk

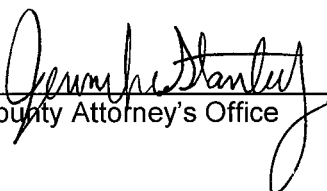
APPROVED AS TO FORM
Luis A. Corchado

City Attorney

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

ATTEST:

APPROVED AS TO FORM:



County Attorney's Office

Exhibit A

2017 ADCO IGA 88th Avenue Mill & Pave Devonshire Blvd to Welby Road



Exhibit B				
Street Operations - 88th Ave Devonshire to New Welby Int Pave				
Mobilization	\$2,500.00	1.0	LS	\$2,500
Traffic Control (8% of total)	\$9,610.27	1.0	LS	\$9,610
Concrete Repair	\$19,764.00	1.0	LS	\$19,764
Asphalt Milling (2.5" Depth)(Labor)	\$29.33	409.6	HR	\$12,013
Paving (Labor)	\$29.33	512.0	HR	\$15,016
Material-PG 64-22 Grade S 20% RAP 1/2"- 88th Ave Devonshire to New Welby (2.5")	\$44.00	983.0	TN	\$43,252
Material-PG 64-22 Grade S 20% RAP 3/4"- 88th Ave Devonshire to New Welby - Patching (3") (25% 2.5")	\$44.00	245.8	TN	\$10,813
Striping -88th Ave Devonshire to New Welby	\$16,380.00	1.0	EA	\$16,380
Adjust Manhole (ring adjustment)	\$80.00	4.0	EA	\$320
Adjust Valve Box (ring adjustment)	\$35.00	2.0	EA	\$70
Reset Manhole	\$620.00	0.0	EA	\$0
Reset Valve Box	\$320.00	0.0	EA	\$0
Adjust Century Link Manholes (ring adjustment, rings supplied)	\$42.50	0.0	EA	\$0
Glassgrid	\$10.00	0.0	SY	\$0
			TOTAL	\$129,738.70