

INTERGOVERNMENTAL AGREEMENT

REGARDING COST SHARING AND COLLABORATION ON THE HIGH LINE CANAL TRAIL AND ROADWAY IMPROVEMENT PROJECT AT YALE AVENUE

THIS INTERGOVERNMENTAL AGREEMENT (this “**Agreement**”) is made and entered into, as of the date on Denver’s signature page below (the “**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation (“**Denver**”), and **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO** (“**Arapahoe**”) (collectively, “**Parties**” and individually, a “**Party**”).

RECITALS

A. Denver and Arapahoe have taken steps to implement a joint project to deliver an underpass and related improvements for the High Line Canal Trail Underpass at Yale Avenue, known as High Line Canal Connections for the Elevate Denver Bond Program (the “**Trail**”) and certain roadway improvements on and along Yale Avenue, known as the Yale Avenue Improvements (I-25–Quebec) for the Elevate Denver Bond Program (the “**Roadway**”). As used herein, the term “**Combined Project**” or “**Project**” shall mean and refer collectively to the Trail and the Roadway.

B. The anticipated area of impact and initial concept plan for the Combined Project is depicted in a general way on Exhibit A attached hereto (the “**Project Site**”).

C. In order to initiate and advance the Project, the Parties have determined that it is necessary to move forward with the design effort for the Trail and Roadway (the “**Design Scope**”). It is anticipated that the Design Scope will help identify and define the full scope and all elements necessary to construct and complete the Combined Project (the “**Project Design**”). It is necessary, for example, to advance the Project Design to identify the impact of the Project on utilities, identify alternative mobility options, implement necessary traffic control and safety features, identify the potential need for the acquisition of real property interests within the Project Site, and otherwise finalize the scope and set detailed parameters for the Project.

D. Once the Project Design has advanced to the point where the full impact and requirements for the Project have been identified and defined, the Parties anticipate entering into further agreement(s) to allocate specific responsibilities for the construction phase and future maintenance of the Project. However, the general parameters for collaboration on the Project are set forth and summarized on Exhibit B attached hereto (the “**Project Delivery Concept**”).

E. The Parties now wish to (i) confirm general alignment on the Project Delivery Concept, and (ii) allocate specific roles and responsibilities for the Design Scope on and subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, the Parties each hereby acknowledge the accuracy of the foregoing Recitals, and in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, Denver and Arapahoe each hereby promise and agree as follows:

1. Project Design.

(a) The Consultant for the Project Design shall be David Evans and Associates, Inc. (the “**Design Consultant**”). Arapahoe hereby confirms its approval of the Design Consultant for the Project. Denver has entered into a contract with the Design Consultant to complete the Design Scope for the Trail and a portion of the Roadway (the “**Design Contract**”). Denver shall administer the Design Contract and direct all work to be undertaken and completed by the Design Consultant on or for the Project. Upon execution and funding transfer of this Agreement, the remainder/full scope of the Roadway will be added to the Design Scope.

(b) Arapahoe shall cooperate and coordinate with Denver in the performance of Denver’s responsibilities under Paragraph 1(a) above and, to this end, will appoint a representative to attend design meetings, to participate in planning and scheduling, and to timely review and comment on Project Design plans and specifications (the “**Project Plans**”) as they are prepared. Arapahoe’s representatives for the Project Design shall be: Jon Williams and Raymond Winn.

(c) Denver shall provide adequate advance written notice of all meetings with the Design Consultant that may impact or concern the Roadway Design Scope, along with adequate advance time to review and comment upon any Project Plans, along with key timeline elements, of the Project; provided that Arapahoe’s review of the Project Plans shall be limited to those elements with a direct impact on the Roadway. Arapahoe shall promptly conduct and complete its reviews, and submit comments, within the reasonable timeframes specified by Denver or the Design Consultant.

(f) The Parties agree to consult with and advise each other as to the progress of, and the funding for, the Project. Denver shall have no liability for damages of any kind or nature with respect to Project Design or Project Plans or any work completed or failure of the Design Consultant to perform with respect to the Project, including, without limitation, any actual, incidental, indirect, special, or consequential costs or damages incurred by Arapahoe resulting from any action, negligence, or failure by the Design Consultant

(g) The Parties agree to acknowledge each other as contributors to the Project in all publications, news releases and other publicity related to the Project to the extent such publicity refers to financial contributors of the Project. Any signage posted on or adjacent to the site recognizing the participants in the Project shall include all of the Parties to this Agreement.

(h) It is anticipated that prior to construction of the Project, the Parties will enter into a long-term maintenance and repair agreement for the underpass, ramps, structures, and other project elements. The terms and conditions of said maintenance and repair agreement shall be subject to the prior approval of Denver, Arapahoe, and any other governmental entity having jurisdiction. The Parties also anticipate entering into other agreement(s) containing and addressing the Project elements included in the Project Delivery Concept as outlined in a general way on Exhibit B attached hereto. Unless otherwise stated in the future Maintenance Agreement, each municipality will maintain improvements in their jurisdiction, except for the traffic signal at E. Yale Ave. & S. Holly St. which Denver currently maintains.

2. Cost Sharing.

(a) The Design Consultant shall be directed to allocate and distinguish all time and costs associated with and charged to the Project separately for the Trail and the Roadway. Arapahoe shall be responsible for all charges, invoices, and costs payable to the Design Consultant for Work associated with the Roadway; provided that Denver has agreed to pay an amount not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00) to the Design Consultant for Work associated with the Roadway (the “**Denver Roadway Design Contribution**”). In addition, Denver shall be responsible for all charges, invoices, and costs payable to the Design Consultant for Work associated with the Trail. The Denver Roadway Design Contribution will be considered part of, and will be credited against, the total amount of funding anticipated to be provided by Denver for the Roadway as reflected in the Project Delivery Concept (Exhibit B). Arapahoe hereby acknowledges that Denver has already allocated and encumbered their portion of \$160,000 for payment of the Denver Roadway Design Contribution under the Design Contract.

(b) The Parties anticipate the total cost payable to the Design Consultant for the Combined Project Design Scope will be approximately \$1,650,000.00 (plus contingency) (the “**Total Estimated Design Cost**”). Denver shall be responsible for contracting with and making payments to the Design Consultant’s invoices on its invoices. The Design Scope for the Trail is expected to account for approximately \$670,000.00 of the Total Estimated Design Cost. Denver will pay all costs associated with the Trail Design Scope directly to the Design Consultant. Arapahoe will not have any responsibility for any portion of the Total Estimated Design Cost associated with the Trail. The Design Scope for the Roadway is expected to account for approximately \$980,000.00 of the Total Estimated Design Cost (the “**Total Estimated Roadway Design Cost**”). Arapahoe will provide a contingency of 15% applied to the Total Estimated Roadway Design Cost in the amount of \$147,000.00 (the “**Roadway Design Contingency**”). Accordingly, the total estimated amount payable by Arapahoe for the Roadway Design Scope shall be \$967,000.00 (which is the sum of the Total Estimated Roadway Design Cost, plus the Roadway Contingency, less the Denver Roadway Design Contribution) (which amount is referred to herein the “**Net Estimated Roadway Design Payment**”). Arapahoe shall pay and deliver to Denver an amount equal to the Net Estimated Roadway Payment within sixty (60) days after the Effective Date of this Agreement, which amount Denver shall use to pay the Design Consultant for the Roadway Design work.

(c) If for any reason, Arapahoe fails to make its Net Estimated Roadway Design Payment on the date due hereunder, Denver reserves the right, at Denver’s sole discretion, to

terminate this Agreement if Arapahoe does not completely cure within fifteen (15) calendar days following written notice from Denver. Upon such termination, the Parties shall have no further rights or obligations under this Agreement, and Denver shall have no obligations to Arapahoe with respect to the Roadway. In the alternative and at its discretion, Denver may suspend performance under this Agreement until the required funding is delivered to Denver. Also, in the alternative and at its sole discretion, Denver may seek to enforce this Agreement as provided in Paragraph 6(n) of this Agreement to the extent such legal and equitable remedies are available at law. If for any reason, Denver fails to pay the Design Consultant for any of the design work, including Roadway design work, and Arapahoe has made its payment to Denver as described in Paragraph 2.b. above, Arapahoe shall have no liability or responsibility to the Design Consultant and Denver shall be solely responsible to and for all payments owed to the Design for all Design work performed by the Design Consultant.

(d) Except for the Denver Roadway Design Contribution, Denver shall be under no obligation to incur any expense or liability under the Design Contract relating to the Roadway Design Scope.

(e) Notwithstanding any term or provision of this Agreement to the contrary, Arapahoe shall be responsible for the payment to Denver of all actual costs incurred under the Design Contract allocated to the Roadway. The Net Estimated Roadway Design Payment is based on an estimate of the total cost expected to be incurred for the Roadway Design Scope but is not a limit or cap on Arapahoe's liability for all actual costs incurred for the Roadway Design Scope (other than the Denver Roadway Design Contribution). If for any reason the total actual cost of the Roadway Design Scope is less than the Net Estimated Roadway Design Payment held by the Denver, Denver shall return the net remaining balance to Arapahoe within sixty (60) days after completing a final accounting and closing the Design Contract; provided that the Parties may agree to apply such balance to the cost of construction as contemplated in the Project Delivery Concept (Exhibit B). The obligations set forth in this Section 2(e) shall survive any expiration or termination of this Agreement.

(f) Notwithstanding any term or provision of this Agreement to the contrary, Denver shall be solely responsible for the payment of all actual costs incurred under the Design Contract allocated to the Trail. The estimated amount for the Design Scope for the Trail is based on an estimate of the total cost expected to be incurred for the Trail Design Scope but is not a limit or cap on Denver's responsibility for all actual costs incurred for the Trail Design Scope. It is understood and agreed that the Trail Design Scope includes the underpass.

(g) Denver shall keep accurate records of the progress of the Design work and Design Consultant invoices and payments, which Denver shall provide to Arapahoe upon request. Denver shall also provide status reports to Arapahoe, including work updates, notice of any problems related to the Design work.

3. Term.

This Agreement shall commence on the Effective Date of this Agreement and shall remain in effect until the Project Design is completed and approved by the Parties and all incurred costs have been paid and Denver closes out the Design Contract or until this Agreement is terminated as provided herein.

4. General Provisions.

(a) Reasonable Efforts; Good Faith: The Parties agree to work diligently together and in good faith, using reasonable efforts to obtain or appropriate all funding necessary to perform the terms and conditions of this Agreement, to timely and reasonably review and comment on design and construction documents, to resolve any unforeseen issues and disputes, and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Agreement.

(b) Fair Dealing. In all cases where the consent or approval of a Party or Parties is required before any other may act, or where the agreement or cooperation of the Parties is separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement as the same are set forth herein, subject to the terms hereof; provided, however, that nothing in this Agreement shall be construed as imposing on any Party any greater duty or obligation to the other than that which already exists as a matter of Colorado law, including but not limited to any fiduciary duty or other responsibility greater than that of reasonable parties contracting at arm's length.

(c) Financial Interests: The Parties agree and covenant that any financial interests created in, or used to secure financing and payment for the costs of, any work performed under this Agreement, including but not limited to any bonds, certificates of participation, purchase agreements, and Uniform Commercial Code filings, shall expressly exclude, and not encumber, property title, rights and interests held by each and any of the Parties from such debt or financial security contained in such financial instruments. The terms and conditions of this Agreement must be expressly recognized in any such financial instrument(s), which must specifically acknowledge and affirm that any financial interests created by the financial instrument(s) are subordinate to this Agreement.

(d) Appropriation: Notwithstanding any provision of this Agreement to the contrary, the Parties agree that the rights and obligations under this Agreement are contingent upon all funds necessary for work or expenditures contemplated under this Agreement being budgeted, appropriated and otherwise made available by the respective Parties. The Parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either Party, except to the extent that capital improvement funds that are lawfully appropriated can be lawfully carried over to subsequent years.

(e) Non-waiver: No Party shall be excused from complying with any provision of this Agreement by the failure of the other Party or Parties to insist upon or to seek

compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said Party.

(f) Examination of Records/Audit: The Parties agree that, during the term of this Agreement and for a period of at least three (3) years after the expiration or termination of this Agreement, any duly authorized representative of any Party, including the Denver Auditor or designee or the third party auditor for Arapahoe, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of any other Party involving any matter related to this Agreement at the examining Party's sole expense. Any Party shall be entitled to review and audit the performance of this Agreement at that Party's sole expense.

(g) Applicable Law/Exercise of Authority: In the performance of this Agreement, the Parties agree to comply with all applicable Federal, State and local statutes, charter provisions, ordinances, resolutions, rules, regulations, policies, and standards in existence as of the effective date of this Agreement or as may be subsequently enacted or adopted and become applicable; provided, however, the Parties agree that no Party shall enact or adopt any ordinance, resolution, rule, regulation, policy or standard (other than those necessary to comply with a lawful citizen initiative or referendum) which would substantially interfere with or diminish the obligations and rights under this Agreement or result in effectively nullifying this Agreement, in whole or part, but otherwise this Paragraph 4(g) shall not limit the powers and authority of the respective Parties.

(h) No Discrimination In Employment: In connection with the performance of this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to 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 variance, marital status, or physical or mental disability; and the Parties further agree to insert the foregoing provision in all approved contracts and subcontracts hereunder.

(i) Conflict of Interest: The Parties agree that no official, officer or employee of Denver shall have any personal or beneficial interest whatsoever in the services or property described herein, and, in performance of this Agreement, and Arapahoe further agrees not to hire or contract for services of 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.

(j) Liability:

(1) To the extent authorized by law, Arapahoe shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any act or omission of Arapahoe or its officers, employees, and agents in connection with the subject matter of this Agreement.

(2) To the extent authorized by law, Denver shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees,

incurred as a result of any act or omission by Denver, or its officers, employees, and agents in connection with the subject matter of this Agreement.

(3) Nothing in this Paragraph 6(j) or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Parties may have under the Colorado Governmental Immunity Act (§24-10-101, C.R.S., *et. seq.*) or to any other defenses, immunities, or limitations of liability available to the Parties against third parties by law.

(k) Force Majeure: No Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or 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*. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting *force majeure* to the other Parties. “*Force majeure*” shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, 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 governmental authorities other than the Parties.

(l) Further Assurances: From time to time, upon the request of a Party, the other Parties agree to 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 be reasonably necessary or desirable in order to effectuate, complete or perfect the rights of said Party under this Agreement, provided said requesting Party is currently in full compliance with the provisions of this Agreement and has tendered or offered to tender any reciprocal instruments, certificates and documents to which the other Parties are entitled under this Agreement.

(m) Contracting or Subcontracting: Any work that is allowed to be contracted or subcontracted under this Agreement shall be subject, by the terms of the contract or subcontract, to every provision of this Agreement. Compliance with this provision shall be the responsibility of the Party who arranged the contract or authorized the subcontract. No Party shall be liable or have a financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which any other Party contracts or has a contractual arrangement.

(n) Enforcement: The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, and/or for actual damages (notwithstanding termination of the Agreement), as may be available according to the laws and statutes of the State of Colorado; provided, however, the Parties agree to and hereby release as against each other any claims for incidental, indirect, consequential, special or punitive damages; provided, further, no provision of this Agreement nor the rules and regulations of any of the Parties may be enforced by the creation or recording of any type of lien against real property owned by any other Party, nor may any foreclosure process be utilized to recover any moneys owed by any Party to another Party. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to these terms and conditions contained in this

Agreement, and that any failure to comply which results in any recoverable damages shall not cause, by itself, the termination of any rights or obligations under this Agreement.

(o) Governing Law; Venue: This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, and the applicable provisions of the Charter and Revised Municipal Code of the City and County of Denver, and, with respect to the funding provisions of this Agreement, the applicable ordinances, resolutions, rules and regulations of Arapahoe. Venue for any legal action relating to this Agreement shall lie in either the District Court in and for the City and County of Denver or the District Court in and for Arapahoe County, as the Party initiating the legal action may choose.

(p) Limitation on Application of Agreement: The provisions of this Agreement are intended to govern the Combined Project only, as provided in this Agreement, and shall not be construed to prohibit, limit, modify, or waive any term or provision of other agreements between any of the Parties currently existing or entered into in the future.

(q) No Third-Party Beneficiaries: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

(r) Claims: In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Parties.

(s) Notice: All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally, or by appropriate facsimile transmission (receipt verified by telephone), or by certified mail, return receipt requested, to the Parties to this Agreement at the addresses listed below. The notification addresses may be changed at any time by written notice in the manner provided herein.

To Denver: Executive Director
 Department of Transportation and Infrastructure
 City and County of Denver
 201 West Colfax Ave., Dept. 608
 Denver, Colorado 80202

With copies to: Project Manager
 Department of Transportation and Infrastructure
 City and County of Denver
 201 West Colfax Ave., Dept. 506
 Denver, Colorado 80202

City Attorney
City and County of Denver
1437 Bannock Street, Room 353
Denver, Colorado 80202

To Arapahoe: Board of County Commissioners
Arapahoe County
5334 South Prince Street
Littleton, Colorado 80120-1136

With copies to: Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

(t) Entire Agreement: This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire Agreement of the Parties. The Parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

(u) Amendment: Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Agreement.

(v) No Assignment: No Party shall assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this Agreement, without the prior written consent of the other Party.

(w) 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 or condition that will achieve the original intent and purposes of the Parties hereunder.

(x) 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.

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

(z) Execution of Agreement: This Agreement shall not be or become effective or binding, and shall not be dated, until it has been fully approved by the governing bodies and executed by all required signatories of the Parties.

(aa) Electronic Signatures and Electronic Records: Arapahoe hereby consents to the use of electronic signatures by Denver. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. 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 the 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.

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SIGNATURE BLOCKS BEGIN ON NEXT PAGE.]**

Contract Control Number: DOTI-202263270-00
Contractor Name: THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

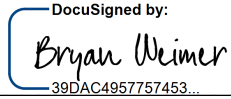
Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: DOTI-202263270-00
Contractor Name: THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF ARAPAHOE, STATE OF COLORADO

By:  _____
39DAC4957757453...

Name: Bryan weimer
(please print)

Title: Director - Public works and Development
(please print)

ATTEST: [if required]

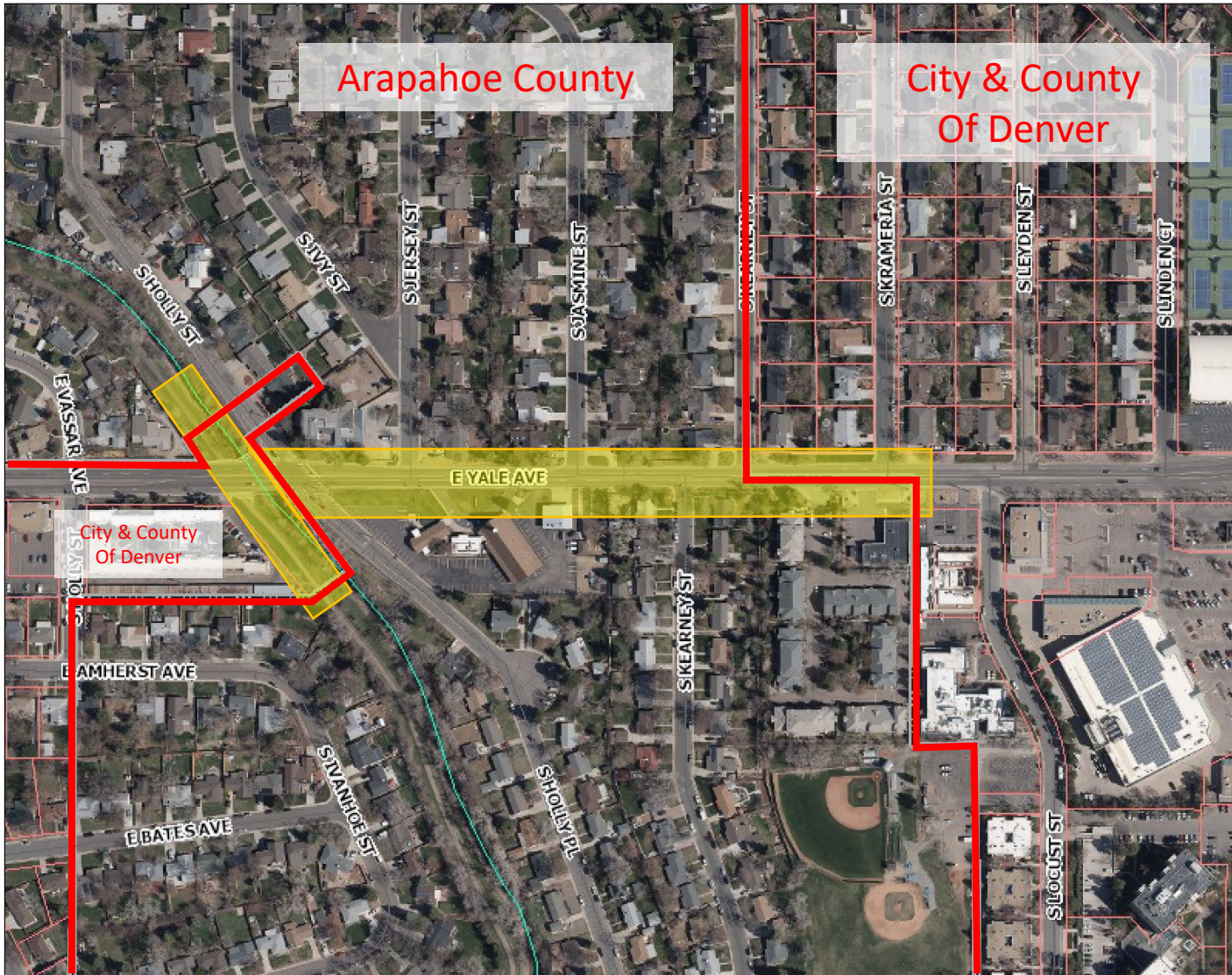
By: _____

Name: _____
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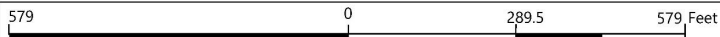
Title: _____
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City and County of Denver



- Legend
- Streams
 - Irrigation Ditches
 - Streets
 - Alleys
 - County Boundary
 - Parcels
 - Project Site



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1:4,514

Map Generated 5/6/2022

The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including, but not limited to, the fitness for a particular use. THIS IS NOT A LEGAL DOCUMENT.

EXHIBIT B

(Project Delivery Concept)

The foregoing terms summarize the general anticipated conceptual framework for all phases of the Combined Project to be further confirmed and documented in future agreements between the Parties. Nothing contained in this Exhibit B is intended to alter or modify any of the terms and conditions set forth in the base Agreement. In the event of any inconsistency between the terms and conditions set forth in this Exhibit B and the base Agreement, the terms and conditions set forth in the base Agreement shall control.

A. Funding:

- a. Trail: Denver to fully-fund design; Arapahoe to contribute \$500,000 to construction; Denver to cover all additional construction costs.
- b. Roadway: Denver to fund \$1,000,000 (\$160,000 for design and the balance to construction); Arapahoe to cover all additional design/construction costs.

B. Procurement of Design:

- a. Denver: LEAD
- b. Arapahoe County: SUPPORT

C. Project Management: Applicable to Design and Construction Phases:

- a. Denver: LEAD
 - i. Project Management: Lead Project Manager; manage/coordinate Combined Project management team (PMT)
 - ii. Contract Management: Lead
 - iii. Denver will procure and administer the design and construction contracts.
 - iv. Design review process: submit designs for review, including Arapahoe County as reviewers; responsible for responding to all comments.
- b. Arapahoe County: SUPPORT
 - i. Project Management: Participant on PMT, support/engage with any RFI, consulted and advise any design change decisions.
 - ii. Contract Management: None
 - iii. Engage with any RFI, design change decisions.

- iv. Design Review Process: reviewer(s); ensure appropriate Arapahoe County review of designs; support Project Manager in addressing Arapahoe-related comments.

D. Design

- a. Roadway/General: Default to Denver standards.
 - i. Will request that design consultant provide matrix of differences between Denver and Arapahoe design standards.
 - ii. Arapahoe shall take the design to Arapahoe Public Works technical review committee for official design plan review and approval from Arapahoe.
- b. Survey: Default to Denver survey requirements.
- c. Stormwater: As it relates to stormwater element design:
 - i. Stormwater elements owned/maintained by SEMSWA shall use SEMSWA design standards.
 - ii. Elements owned/maintained by Denver shall use Denver standards.
- d. The Combined Project design will be reviewed per Denver's engineering plan review process.
- e. Easements: Dependent on location of easement need, project consultant shall work with respective party's real estate and/or attorney offices for negotiations, land acquisition, title work and fund all costs associated therewith.

E. Utilities

- a. As Project Manager, Denver to initiate utility relocation requests with major utilities, including Xcel, Lumen and Denver Water.
- b. Utility design and relocation costs associated with the Trail portion of the Combined Project will be funded by Denver.
- c. Utility design and relocation costs associated with the Roadway portion of the Combined Project will be funded by Arapahoe.
- d. Both parties agree to work amicably to determine appropriate license agreement applicability and any design/relocation strategy associated with Roadway elements of Combined Project.

F. Maintenance: Agree to work amicably to determine appropriate maintenance responsibilities between Denver and Arapahoe County through an IGA.