

**INTERGOVERNMENTAL AGREEMENT
(56th Avenue from Quebec Street to Havana Street)**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") made and entered into this _____ day of _____, 2010 by and between **THE CITY OF COMMERCE CITY**, a home rule city and municipal corporation of the State of Colorado whose primary offices are at 7887 East 60th Avenue, Commerce City, Colorado 80022, (hereinafter "Commerce City"), and **THE CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado whose primary offices are at 1437 Bannock Street, Denver, Colorado 80202 (hereinafter "Denver") (collectively, the "Parties").

RECITALS

A. Commerce City and Denver entered into that certain Intergovernmental Agreement dated February 13, 2007 which was approved by the Commerce City City Council on August 21, 2006 and Denver City Council on February 5, 2007 (Denver City Clerk File No. 07-085) (the "2006 IGA"); and

B. That 2006 IGA concerned certain street improvements to 56th Avenue and Quebec Street for the benefit of the Prairie Gateway Development located on the real property commonly referred to as the Prairie Gateway and located in Commerce City; and

C. The street improvements to 56th Avenue and Quebec Street, as set forth in the 2006 IGA and the "Transportation Engineering Plans: Quebec Street Widening Project No. 9677-05" (the "2006 Project") were completed on or about April, 2007; and

D. Denver seeks to extend the street improvements to 56th Avenue east of the 2006 Project in a project located in both Commerce City and Denver that includes the widening of certain portions of 56th Avenue and the construction of related improvements including, but not limited to, street lights, traffic signals, paving, curb and gutter, medians, drainage structures, bridges and landscaping located within both Commerce City and Denver (the "2010 Project"); and

E. In furtherance of the 2010 Project, Denver has completed final design documents for the construction of the 2010 Project. The "Project Plans," entitled "56th Ave., Quebec Street to Havana Street" identified by Denver Project No. CE 63047 and Federal Aid Project No. STU M320-058, include boundaries and details for the 2010 Project. The 2010 Project Cover Sheet and Index of 2010 Project plan sheets are attached hereto and incorporated herein as Exhibit A; and

F. In order to complete the 2010 Project in accordance with the Project Plans, the Parties wish to enter into this Agreement to define the roles and responsibilities of the Parties with respect to the 2010 Project and the continued maintenance of the 2010 Project after construction is completed; and

G. Governmental entities are authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, Section 29-1-203, C.R.S., and their home rule charters.

10-562

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. **Subject Matter of this Agreement.** This Agreement sets forth the understanding of the Parties with respect to the 2010 Project.

2. **The 2010 Project**

a. The 2010 Project refers to the widening of certain portions of 56th Avenue and the construction of related improvements including, but not limited to, street lights, traffic signals, paving, curb and gutter, medians, drainage structures, bridges and landscaping within the municipal boundaries of both Commerce City and Denver.

b. The 2010 Project is more specifically depicted in the Project Plans. Commerce City and Denver have reviewed the Project Plans and have accepted the Project Plans for construction in accordance with the terms and conditions of this Agreement.

c. Denver shall cause the 2010 Project to be constructed in accordance with the Project Plans.

3. **Project Management, Coordination, and Liaison**

a. **Contractor:** The contractor responsible for the construction of the 2010 Project will be chosen by Denver according to Denver's procedures for the award of construction contracts (the "Contractor").

b. **Commerce City Representative:** Commerce City's Director of Public Works (the "Director") is vested with authority to act on behalf of Commerce City under this Agreement and is responsible for carrying out Commerce City's obligations and responsibilities under this Agreement. The Director may designate a representative to act on the Director's behalf with respect to Commerce City's obligations and responsibilities under this Agreement.

c. **Denver Representative:** Denver's Manager of Public Works (the "Manager") is vested with authority to act on behalf of Denver under this Agreement and is responsible for carrying out Denver's obligations and responsibilities under this Agreement. The Manager may designate a representative to act on the Manager's behalf with respect to Denver's obligations and responsibilities under this Agreement.

d. **Cooperation and Coordination:** Denver agrees to cooperate and coordinate fully with Commerce City in completing the 2010 Project and in accordance with the terms and conditions of this Agreement. To facilitate this cooperation and coordination, Denver agrees to provide to Commerce City timely notice of all 2010 Project related meetings and presentations. Also, Denver agrees to provide Commerce City, if requested in writing by the designated representatives, copies of all communications from and to the Contractor regarding the Project.

e. **Grant of Access – 56th Avenue.** Commerce City hereby grants to Denver, its officers, employees, and agents; and the 2010 Project Contractor (as defined below), its

officers, employees, agents, and subcontractors, the right of access to those portions of 56th Avenue owned by Commerce City and located within the 2010 Project boundaries as set forth in the Project Plans, for those activities, including construction, reasonably necessary to complete the 2010 Project.

f. Grant of Access – Adjacent Property. Commerce City hereby grants to Denver, its officers, employees, and agents; and the 2010 Project Contractor, its officers, employees, agents, and subcontractors, the right of access to and the use of real property owned by Commerce City which is immediately adjacent to the 2010 Project boundaries as set forth in the Project Plans, for those activities, including construction, reasonably necessary to complete the 2010 Project.

4. Project Costs

a. Costs: Denver shall be responsible for the costs associated with the construction of the 2010 Project in accordance with this Agreement, except for any costs incurred on behalf of Commerce City, as determined between the Parties in the manner set forth in subsection c. below.

b. Fees/Penalties: All fees relating to construction that could be assessed by Commerce City including, but not limited to, permit fees, inspection fees, late charges, or penalties of any nature are hereby waived by Commerce City and shall not be assessed for work related to the Project; provided, however, that sales and use taxes shall not be waived.

c. Work Requested by Commerce City: In the event Commerce City requests that Denver perform certain work for Commerce City through its Contractor, the Parties will define the scope of such work in a letter agreement to be signed by the Manager and the Director. Beginning twelve (12) months from the date of Final Acceptance as set forth in section 6.f. herein, Commerce City shall pay to Denver the costs of such work over a period of five (5) years in equal annual installments with interest accruing at four percent (4%) per annum, subject to appropriation as provided in subsection e. below.

d. Denver Appropriation: Notwithstanding any other term or condition of this Agreement, it is expressly understood and agreed that Denver's obligations for all or any part of the payments for the 2010 Project, whether direct or contingent, including future maintenance obligations, shall only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement by the Denver City Council. Further, Denver does not by this Agreement, create a multiple fiscal year obligation or debt. It is anticipated that appropriations for the purpose of this Agreement, if made at all, will be made by the Denver City Council on an annual basis. This Agreement does not bind any future Denver City Council to make such appropriations.

e. Commerce City Appropriation: Notwithstanding any other term or condition of this Agreement, it is expressly understood and agreed that Commerce City's obligations for all or any part of the payments for the 2010 Project, if any, whether direct or contingent, including future maintenance obligations, shall only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement by the Commerce

City City Council. Further, Commerce City does not by this Agreement, create a multiple fiscal year obligation or debt. It is anticipated that appropriations for the purpose of this Agreement, if made at all, will be made by the Commerce City City Council on an annual basis. This Agreement does not bind any future Commerce City City Council to make such appropriations.

5. **Project Design, Construction and Completion**

a. **Design Standards:** The construction of the 2010 Project will be completed according to the Project Plans and all applicable Colorado Department of Transportation, Commerce City and Denver laws, rules, and regulations, and design and construction standards.

b. **Project Completion:** In accordance with the terms and conditions of this Agreement and the Project Plans, Denver shall perform or cause to be performed all work effort required to complete the 2010 Project. Denver agrees to carry out, through representatives, project managers, and construction contractors, the management and construction of the 2010 Project (“Contractor”).

c. **Applicable Laws:** Denver shall 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 2010 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.

d. **Project Administration:** Denver will perform or cause to be performed all administrative and management functions required for the construction of the 2010 Project, including awarding, letting, and administration of all 2010 Project construction contracts.

e. **Bonds and Insurance:** Denver will require the Contractor to obtain insurance in amounts and coverages appropriate for the 2010 Project and one hundred percent (100%) payment and performance bonds from an acceptable surety. Commerce City shall be named as an additional insured on all required coverages, except professional liability coverage, and Commerce City shall be named as a dual obligee on all bonds.

f. **Warranties:** Denver shall, in all contracts for the 2010 Project, designate Commerce City as an express third party beneficiary for enforcing all warranties, guarantees, defective performance rights, and rights of recovery for 2010 Project defects or Denver shall assign to Commerce City all warranty, guarantee, defective performance, delay and damage recovery contract rights (excluding any rights to liquidated damages) enforceable with respect to 2010 Project improvements constructed within Commerce City.

6. **Project Construction**

a. Denver shall, during construction of the 2010 Project, notify and give Commerce City’s Representative or his/her designee an opportunity to attend and participate in all construction meetings. Commerce City’s Representative or his/her designee shall also be granted full access to the construction site during 2010 Project construction.

b. Denver 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 Commerce City with copies of the results of all such observations, testing and inspection. Commerce City may also perform periodic construction observation, testing and inspection at its discretion and at its sole cost and expense.

c. Denver shall notify Commerce City's Representative of all testing, commissioning, equipment training and close out activities, if any, with respect to the portion of the 2010 Project located within the municipal boundaries of Commerce City, and Commerce City's Representative shall arrange for the participation of the appropriate Commerce City personnel.

d. Denver will ensure that the 2010 Project is constructed in accordance with the Project Plans and that no material changes to the Project Plans that affect the 2010 Project within Commerce City's municipal boundaries will occur during construction unless first approved in writing by the Commerce City Representative. Requested changes that are not rejected in writing within ten days of submission to Commerce City by Denver shall be deemed approved. Non-material changes to the Project Plans or changes to the Project outside of Commerce City's municipal boundaries may be made by Denver without consultation with Commerce City.

e. Substantial Completion: Denver shall provide Commerce City's Representative with notification of the 2010 Project's Substantial Completion, as that term is defined in the Construction Contract. Upon notification of Substantial Completion, Commerce City's Representative may, in regards to the portion of the 2010 Project located within the municipal boundaries of Commerce City: (i) undertake such inspection as it deems necessary to verify, to Commerce City's satisfaction, that the portion of the 2010 Project located within the municipal boundaries of Commerce City has been constructed in accordance with the Project Plans; (ii) and to review the Contractor's punch list.

f. Final Inspection and Final Acceptance

i. Upon the Contractor's notification that all punch list items have been completed and all clean-up has been performed, Commerce City may make a final inspection of the portion of the 2010 Project located within the municipal boundaries of Commerce City for the purpose of ascertaining that the 2010 Project has been fully completed in accordance with the Project Plans ("Final Inspection"). After Commerce City has made its Final Inspection and is satisfied that the portion of the 2010 Project located within Commerce City's municipal boundaries has been completed in accordance with the Project Plans, Commerce City shall issue a document evidencing final acceptance ("Final Acceptance") as defined in the Construction Contract.

ii. Following Commerce City's Final Acceptance of the portion of the 2010 Project located within the municipal boundaries of Commerce City, and upon Denver's final acceptance of the portion of the 2010 Project located within the municipal boundaries of Denver, Denver may proceed with issuing the "Notice of Final Settlement" as defined in Denver's General Contract Conditions, 1999 edition, and as modified by any agreements or supplemental

conditions related to the 2010 Project. Commerce City shall be advised of and may participate in the issuing of the Notice of Final Acceptance to the extent that the requirements for issuing the Notice of Final Acceptance are directly related to the portions of the 2010 Project located within Commerce City's municipal boundaries. Denver retains ultimate authority to determine when to issue the document evidencing Final Settlement of the 2010 Project and when to authorize final payment.

g. Prevailing Wage: The Parties acknowledge that all construction performed in connection with the 2010 Project must comply with the prevailing wage requirements of Section 20-76 of the Denver Revised Municipal Code and the federal Davis-Bacon Act wage requirements.

7. **Ownership, Maintenance and Operation Responsibilities of the Parties**

a. Ownership: Each Party shall retain ownership of the improvements that lie within its municipal boundaries.

b. Maintenance and Operation

i. Street Lights: Each Party, in accordance with their respective franchise agreements with Public Service Company of Colorado, shall be responsible for utilities and repairs, removal and replacement, and maintenance for street lights located within each Party's municipal boundaries.

ii. Traffic Signals: Denver shall operate and maintain all of the traffic signals and related equipment for the 2010 Project. Commerce City shall be provided access to view signal operations for scheduled special events at the Prairie Gateway Development. For scheduled special events at the Prairie Gateway Development, Commerce City will submit an event traffic management plan for review and acceptance by Denver for purposes of signal timing coordination. Upon acceptance of the event traffic management plan, Denver shall permit and perform authorized signal timing adjustments for the accommodation of these special events. At a minimum, this arrangement shall include all existing and future traffic signals along Quebec Street and Havana Street located north of Interstate 70 and 56th Avenue to Pena Boulevard. In the event that interstate access is modified from the existing conditions (for example, by the construction of Central Park Boulevard) Denver agrees to consider reasonable modifications to the accepted traffic management plan and to include those signals that are required to accommodate these potential future modifications.

iii. Road Surface: Each Party shall be responsible for the maintenance and repair of the road surface, slope, and road appurtenances, except as otherwise set forth in this Agreement, located within its municipal boundaries.

iv. Directional Signage to Prairie Gateway: Commerce City shall develop a directional guide signage program for the Prairie Gateway Development. The program, to the extent any signage or related hardware will be located on Denver owned property or within Denver's municipal boundaries, will be submitted to Denver for review and acceptance regarding sign locations, size, and hardware. Such signs shall comply with Denver's applicable ordinances, rules, and regulations, including Denver's Zoning Code. Upon Denver's acceptance

of the sign location, size, and hardware, the signs will be provided, installed, and maintained by Commerce City unless an alternative maintenance plan is mutually agreed upon by the Parties.

v. **Medians**: Commerce City shall be responsible for the maintenance of the medians located on 56th Avenue from Quebec Street to the eastern limits of Commerce City's municipal boundaries, including, where applicable, the irrigation systems and maintenance of landscaping.

vi. **Snow and Ice Control Operations**: Denver shall be responsible for snow and ice removal on those portions of 56th Avenue located within the 2010 Project boundaries and within the municipal boundaries of Denver. Commerce City shall be responsible for snow and ice removal on those portions of 56th Avenue located within the 2010 Project boundaries and within the municipal boundaries of Commerce City.

vii. **Storm Sewer**: Each Party shall be responsible for the maintenance of the storm sewer infrastructure located within its municipal boundaries as indicated on Exhibit B attached hereto entitled, "Prairie Gateway Storm Sewer Maintenance Responsibilities." In addition each Party shall be responsible for the treatment of storm sewer runoff in accordance with this Agreement, without regard to the source of the runoff, and any other applicable rules or regulations.

viii. **Tree Lawns**: Until such responsibility is transferred to a property owner or entity other than Commerce City or Denver, each municipality shall be responsible for the maintenance, upkeep and irrigation of all sidewalks and landscaped area located between the roadway curb and the right-of-way limits for 56th Avenue, as shown on the Project Plans, within its respective municipal boundaries.

8. **56th Avenue Right-of-Way Dedication**. Subject to and conditioned upon appropriate action by each Party's respective City Council, each Party shall dedicate land needed for 56th Avenue as set forth in the Project Plans as a public right-of-way.

9. **Slopes**. The Parties recognize that the construction and grade of 56th Avenue is being designed to accommodate future development. Each municipality is required to maintain the constructed slope grade until such time as development adjacent to 56th Avenue occurs, at which time each Party shall take the necessary steps to ensure that the development of the adjacent property is performed in such a way as to maintain the integrity of 56th Avenue.

10. **Term of Agreement**. This Agreement shall become effective upon execution by both of the Parties hereto, subject to any termination provisions herein.

11. **Liability**

a. Denver shall be responsible for any and all claims, damages, liability and court awards, including court 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.

b. Commerce City shall be responsible for any and all claims, damages, liability and court awards, including court costs, expenses and attorney fees, incurred as a result of any act or omission by Commerce City or its officers, employees, and agents in connection with the subject matter of this Agreement.

c. Nothing in 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 by law.

12. **Exhibits**

- Exhibit A: 2010 Project Cover Sheet and Index of 2010 Project plan sheets
- Exhibit B: Prairie Gateway Storm Sewer Maintenance Responsibilities

13. **Reasonable Efforts.** Denver and Commerce City agree to work in good faith, using reasonable efforts to resolve any unforeseen issues and disputes, to review and approve submittals, and for 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 2010 Project.

14. **Examination of Records.** The Parties agree that, for a period of at least three (3) years from the final scheduled payment under this Agreement, any duly authorized representative of either Party, including the Denver Auditor or his representative, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the Parties involving the 2010 Project and other activities related to this Agreement.

15. **Notice.** Any notice required by this Agreement shall be given as follows:

To Commerce City:

City Manager
7887 East 60th Avenue
Commerce City, Colorado 80022

With copies to: Director of Public Works
8602 Rosemary Street
Commerce City, Colorado 80022

City Attorney
7887 East 60th Avenue
Commerce City, Colorado 80022

To Denver:

Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: Manager of Public Works
201 West Colfax Avenue, Department 608
Denver, Colorado 80202

City Attorney
1437 Bannock Street, Room 353
Denver, Colorado 80202

16. **Conditions Precedent.** The Parties agree that this Agreement is contingent upon all funds necessary for the 2010 Project and all other obligations herein including, but not limited to, maintenance, being budgeted, appropriated and otherwise made available by the respective Parties.

17. **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.

18. **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 Denver and Commerce City; and nothing contained in this Agreement shall give any other entity or third person a claim or right of action arising from this Agreement. It is the express intention of Denver and Commerce City that any entity or person other than Denver and Commerce City receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

19. **Conflict of Interest.** The Parties agree that no official, officer, or employee of Denver or Commerce City shall have any personal or beneficial interest whatsoever in the services or property described herein and Denver further agrees not to hire or contract for services from any official, officer, or employee of Denver or Commerce City or any other person which would cause a 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.

20. **Non-Waiver.** The Parties shall not be excused from complying with any portion of this Agreement by the failure of any party to insist upon or to seek compliance with such provisions.

21. **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.

22. **Amendment.** The Agreement may only be amended, modified, or change, in whole or in part, by written agreement executed by the Parties hereto. No Denver City Council action shall be necessary unless required by the Denver Charter.

23. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws and statutes of the State of Colorado, except both Parties waive the right to seek damages against the other Party. 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 shall not cause the termination of any obligations created by this Agreement.

24. **Force Majeure.** The Parties hereto shall 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*" shall mean causes beyond the reasonable control of a Party which causes delay to the Project 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, contractors, utility companies or third parties; fire or other casualty; or action of government authorities not directly related to this Agreement.

25. **Intent of Agreement.** Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the named parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of Denver and Commerce City, and any other entity not a party hereto.

26. **No Assignment.** No party shall assign its rights or delegate its duties hereunder without the prior written consent of the other party. Such consent may be granted by the Director for Commerce City and the Manager for Denver.

27. **Heading 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 provisions of this Agreement.

28. **Further Assurances.** At any time, and from time to time, upon request of any 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, 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.

29. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with regard to the subject matter of this Agreement. The Parties agree that there have been no representations made other than those enumerated 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.

30. **Authority.** Each Party represents 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 such Party. The persons signing

this Agreement on behalf of each of the Parties have full authorization to execute this Agreement.

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF COMMERCE CITY, a Home Rule
City and Municipal Corporation

ATTEST:

By: _____

By: _____
Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

By: _____
Assistant City Attorney

By: _____
Director of Public Works

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY AND COUNTY OF DENVER, a Home
Rule City and Municipal Corporation

ATTEST:

By: _____
STEPHANIE Y. O'MALLEY
Clerk and Recorder, Ex-Officio Clerk of
the City and County of Denver

By: _____
Mayor

APPROVED AS TO FORM:

DAVID R. FINE, City Attorney for the City
and County of Denver

RECOMMENDED AND APPROVED:

By: _____
Assistant City Attorney

By: _____
Manager of Public Works

REGISTERED AND COUNTERSIGNED

By: _____
Manager of Finance

Contract Control No. _____

By: _____
Auditor

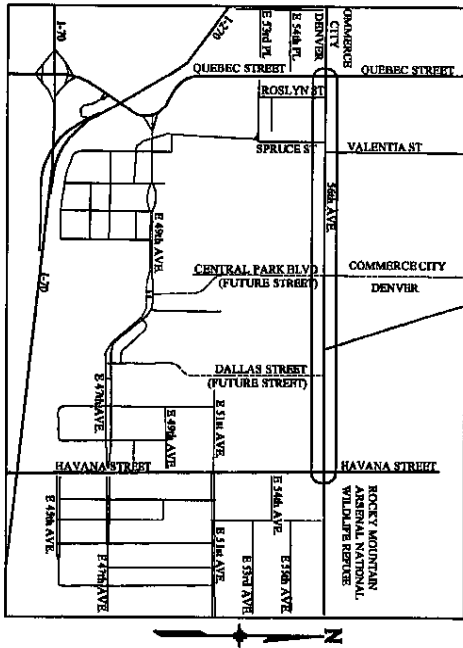
CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS

TRANSPORTATION DIVISION / CITY ENGINEER'S OFFICE
CITY AND COUNTY OF DENVER PROJECT NO. 2007-0592
FEDERAL AID PROJECT NO. STU M320-058,
SUB-ACCOUNT NO. 16749
56TH AVENUE, QUEBEC ST. TO HAVANA ST.

SCALE OF ORIGINAL DRAWINGS: (22X34)
ON PLAN 1" = 50' HORIZONTAL
ON PROFILE 1" = 10' VERTICAL

TABULATION OF LENGTH & DESIGN DATA

STATION	LINEAR FEET ROADWAY	MAJOR STRUCTURE
56TH AVENUE QUEBEC STREET TO HAWANA STREET		
STA 21+17.14 BEGIN PROJECT 2007-0592	7080.25'	106.00'
STA 90+77.39 TO STA 91+83.39 NEW STRUCTURE PAUL ROAD CROSSING	3167.47'	53.20'
STA 123+50.96 TO STA 124+04.06 STRUCTURE MODIFICATION HAWANA INTERCEPTOR	908.34'	
STA 133+12.40 END PROJECT 2007-0592		
TOTAL	11136.06 FEET	159.20 MILES
SUMMARY OF PROJECT LENGTH	ROADWAY (NET LENGTH)	11136.06
MAJOR STRUCTURE		0.03
PROJECT GROSS LENGTH		11295.28
ROADWAY DESIGN DATA	56TH AVENUE	
MAXIMUM HORIZONTAL DEFLECTION	2.00"	
MAXIMUM GRADES	3.00% FT	
MAXIMUM RADIUS OF CURVE	3,000'	
MINIMUM SUPERELEVATION	3.00%	
MINIMUM S.S.D. HORIZONTAL	2,350'	
MINIMUM S.S.D. VERTICAL	555.60'	
MAXIMUM DESIGN SPEED	45 MPH	
2035 DESIGN TRAFFIC DAY	4,230	
2035 DESIGN TRAFFIC ADJ	52,200	
2035 DRY TRUCKS %	10%	



VICINITY MAP
SCALE: 1" = 5000'

Computer File Information

Revision Date	12/21/07
Printed Date	2/9/2010 1:32 PM
Drawn by	Carl Fisher
Drawing File Name	C3047-11-01.DWG
Acad Ver.	2008
Scale	AS SHOWN
Unit	ENGLISH

Sheet Revisions

Revision	00	00	00	00
Description				

PRELIMINARY
NOT FOR CONSTRUCTION

DOT
City and County of Denver
Denver, Colorado
300 West Colfax Avenue
Denver, CO 80202
303-859-8277

DENVER
City and County of Denver
Denver, Colorado
1725-17th Avenue
Denver, CO 80202
303-733-4300

URS
Denver, Peace South Tower
899 16th Street
Denver, CO 80202
PHONE: 303-733-4000
FAX: 303-733-5800

As Constructed	No Revisions	Project No.	M320-058 (16749)
Design	M. KRELL	Structure	
Detail	C. FISHER	Numbers	
Sheet	TITLE	Sheet	1 of 1
Project No.	M320-058 (16749)	Sheet Number	01
Project Name	QUEBEC ST. TO HAVANA ST. ON 56TH AVE.		

EXHIBIT
A
P.1 of 2

FINAL PLAN SUBMITTAL
FEBRUARY 2010

City of Commerce City

City Engineer

DATE

FOR AND ON BEHALF OF THE CITY

DESIGN PROJECT NO. 2007-0592

DATE

PROJECT NAME: QUEBEC ST. TO HAVANA ST. ON 56TH AVE.

City and County of Denver
Department of Public Works
Development, Engineering Services
Checked by: Carl Fisher, City Engineer
Title, Inspector and Specialist
APPROVED: (If ready to print)
This approved location shall be maintained in the field within one (1) year of the approved date.

APPROVED AS TO FORM
ENGINEERING CALCULATIONS AND DESIGN
AUGUST 14, 2007
APPROVED AS TO LOCATION AND DESIGN
REVISIONS: 1- ATTACHED SEAL OF REGISTRATION

811

CALL THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811

TWO (2) BUSINESS DAYS IN ADVANCE BEFORE BEGINNING, GRABBING OR EXCAVATION FOR MAINTENANCE OF UNDERGROUND UTILITIES
METHODS UNDER THE DIRECT SUPERVISION OF

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX SHEET
3	STANDARD PLANS
4-9	TYPICAL SECTIONS
10-12	GENERAL NOTES
13-20	SUMMARY OF APPROXIMATE QUANTITIES
21-22	SUMMARY OF STRUCTURE QUANTITIES
23	SUMMARY OF EARTHWORK
24	TABULATION OF BASE COURSE AND SURFACING PLAN
25-29	TABULATIONS OF ROADWAY ITEMS
30	SOCKET LEGULATION
31	SOCKET LEGULATION
32	JOINING DETAILS
33-37	UTILITY PLAN AND DETAILS
38-78	GEOMETRIC LAYOUT
79-81	INTERSECTION DETAILS
82-88	APPROACH PLAN
89-95	PAVING PLAN
96-102	ROADWAY AND DRAINAGE PLAN
103-125	ROADWAY PROFILE
126-129	ROADWAY CROSS
130-131	STRUCTURE CROSS
132-136	SECTIONS
137-169	WB 56TH AVENUE BRIDGE OVER HULL ROAD
170-186	EB 56TH AVENUE BRIDGE OVER HULL ROAD
187-198	PEDESTRIAN BRIDGE OVER HAWAII INTERCEPTOR
199-222	56TH AVENUE BRIDGE OVER HAWAII INTERCEPTOR
223-226	PEDESTRIAN BRIDGE OVER HAWAII INTERCEPTOR
227-308	LOADING PLAN
252-258	STORMWATER MANAGEMENT PLAN
277-308	STORMWATER MANAGEMENT PLAN AND EROSION CONTROL
309-316	TABULATION OF TRAFFIC ENGINEERING ITEMS
317	CONSTRUCTION TRAFFIC CONTROL PLAN
318-330	TRAFFIC SIGNAL PLANS
331-334	SIGNAL INTERCONNECT PLAN
335-337	SIGNAL INTERCONNECT PLAN
338-354	SIGNAL AND STRIPING PLAN
355-379	RIGHT OF WAY PLANS
501-531	ROADWAY CROSS SECTIONS

CCD STANDARDS

5.3	TYPICAL CURB SECTIONS
5.4	CURB & GUTTER AND SIDEWALK
6.1	STANDARD COMMERCIAL & MULTI FAMILY DRIVEWAY
7.0	CURB RAMP NOTES AND TYPICAL SECTION
7.1	CURB RAMP TYPES 1 AND 2
7.2	CURB RAMP TYPES 3 AND 4
7.6	CURB RAMP TYPES 5 AND 6
8.0	INTERSECTION VALLEY GUTTER
11.0	TYPICAL CONCRETE PAVEMENT JOINT LAYOUT
11.1	GENERAL NOTES FOR CONCRETE PAVEMENT AND PAVEMENT JOINTS
11.2	CONCRETE PAVEMENT JOINTS
11.3	CONCRETE PAVEMENT JOINT SEALANT
11.4	CONCRETE PAVEMENT MISCELLANEOUS DETAILS
11.5	CONCRETE PAVEMENT JOINING AT MANHOLES AND INLETS
12.0	TRENCHING AND BEDDING PART 1
S-201.1	INLET CONNECTIONS AND PIPELINE CLOSURES
S-450	PRECAST MANHOLE BARRELS AND TOP SECTIONS
S-501.1	MANHOLE BASE CONSTRUCTION TYPE C
S-502	TYPICAL MANHOLE BASE CHANNELIZATION
S-520	WATER STOP GASKET
S-550	SINGLE DOUBLE, TRIPLE VALLEY INLET
S-616V	NO. 14 INLET (SHEET 1)
S-620.1	NO. 14 INLET (SHEET 2)
S-620.2	NO. 14 INLET (SHEET 3)
S-716	24" DIAMETER RING AND COVER
S-716	GRATE AND FRAME ADJUSTABLE CURB BOX
18.0-18.17	TYPICAL STANDARD DRAININGS

Computer File Information

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 Plotted By: Carl Fisher
 Drawing File Name: 63047-ID-01.DWG
 Acad Ver.: 2008 Scale: AS SHOWN Unit: ENGLISH

Sheet Revisions

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0000	NOT FOR CONSTRUCTION



5201 Hickson St.
 Denver, Colorado
 303-861-9277



City and County of Denver
 201 W. Colfax Ave.
 Denver, Colorado
 720-913-4000



Denver Field-Scott, Inc.
 509 18th Street
 Denver, CO 80202
 303-555-0555

As Constructed

No. Revisions: _____

Revised: _____

Designer: M. REBEL
 Checker: C. FISHER
 Inset: INDEX Sheet Number: _____

INDEX OF SHEETS

Project No. M320-058 (16749)
 CCD 2007-0592
 Sheet Number 02

EXHIBIT
 A
 P. 2 of 2

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Plotted Date:	4/28/2010 4:11 PM
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Drawing File Name:	63047-EX-2B-01-04.DWG
Acad Ver.:	2008
Scale:	AS SHOWN - UNITS ENGLISH

Sheet Revisions	
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City and County of Denver
201 W. Galena
Denver, Colorado
720-913-1400



City and County of Denver
201 W. Galena
Denver, Colorado
720-913-1400

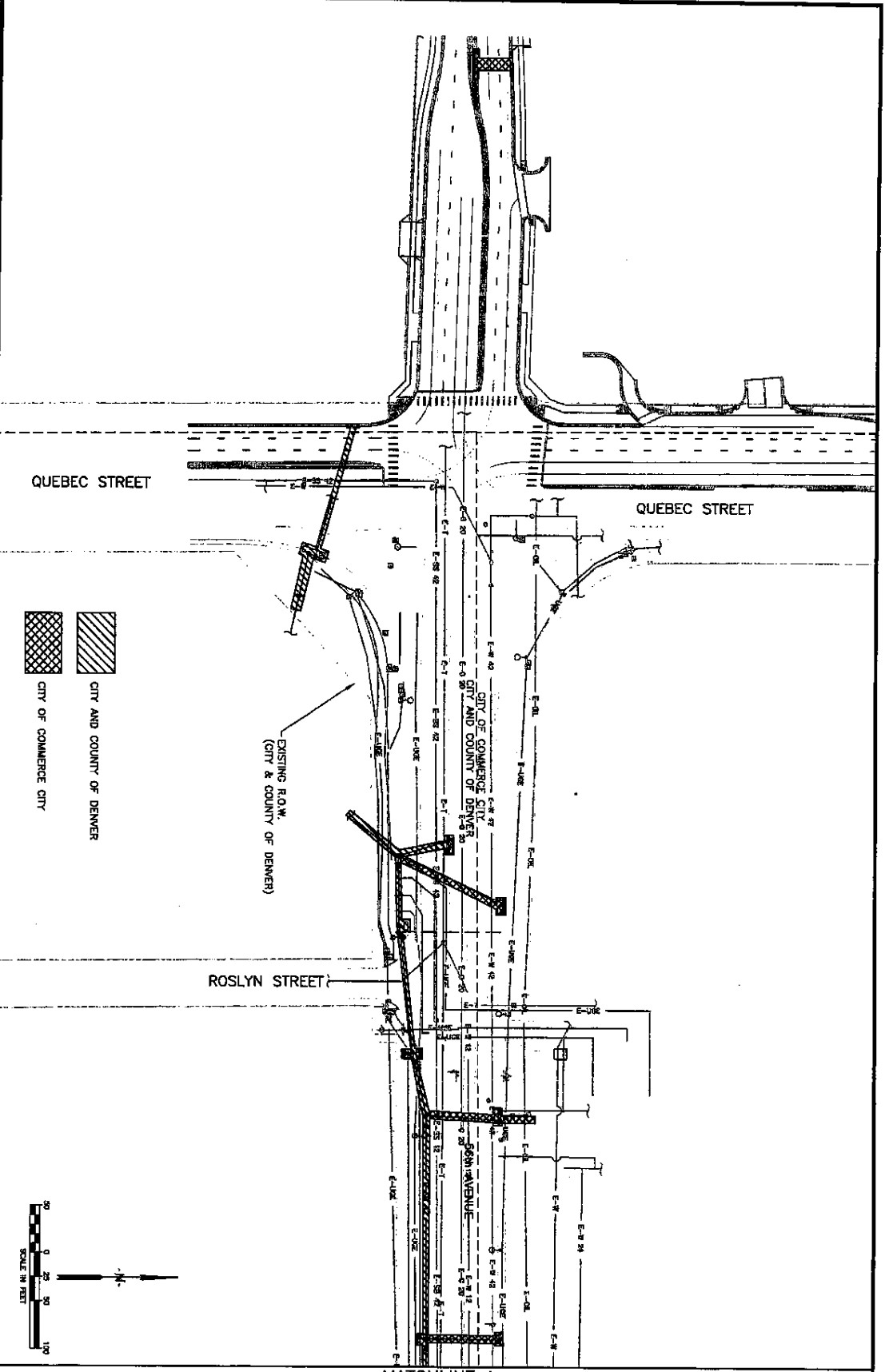


District of Columbia
1100 15th St NW
Washington, DC 20004
202-462-6000

As Constructed	No Revisions
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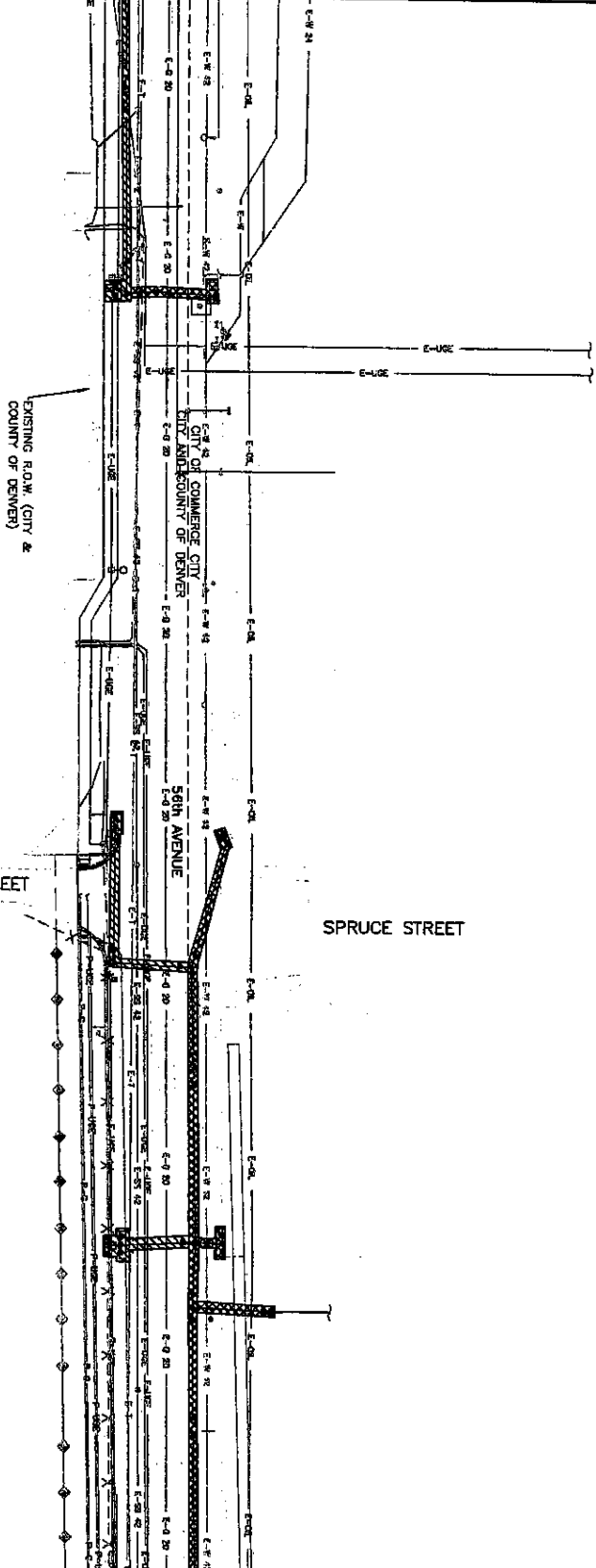
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STORM SEWER MAINTENANCE	
Designer:	M. KRELL
Checker:	C. FISHER
Sheet Submittal:	ROAD Sheet Submittal
Sheet Number:	01 of 04

Project No.	M320-058 (16749)
Sheet Number	EX2B-1



MATCHLINE A
SEE SHEET EX2B-2

MATCHLINE A
SEE SHEET EX2B-1



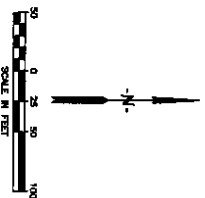
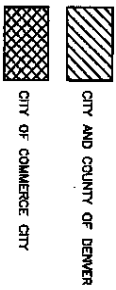
MATCHLINE B
SEE SHEET EX2B-3

Computer File Information

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Revised Date:	4/23/2010 10:48 AM
Drawn By:	Carl Triser
Drawing File Name:	63047-EX-2B-01-04.DWG
Acad Ver.:	2008
Scale:	AS SHOWN
Language:	ENGLISH

Sheet Revisions

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As Constructed

No Revisions	Revised:
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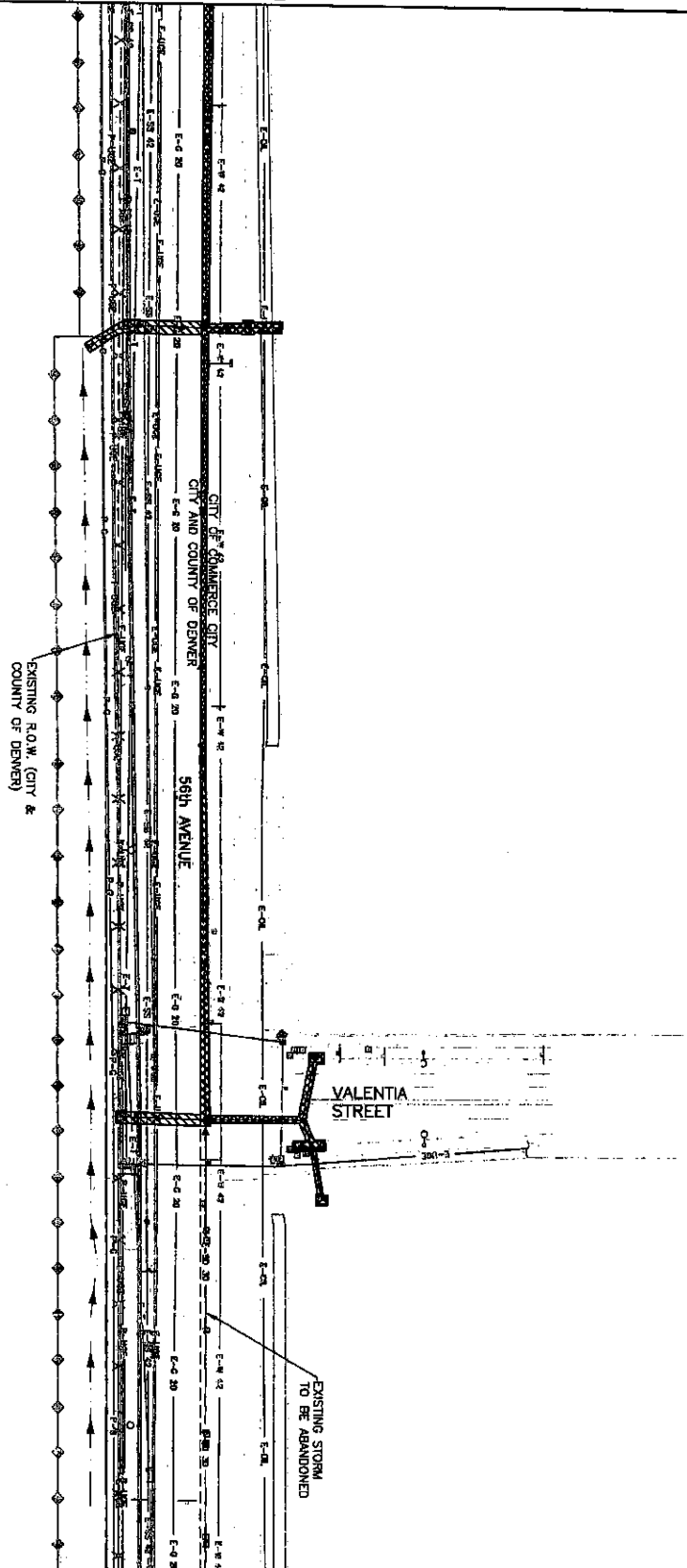
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ROAD SEWER MAINTENANCE

Designer:	M. IRBELL
Checker:	C. FISHER
Sheet Subject:	ROAD Sewer Structure
Sheet Number:	02 of 04

Project No.

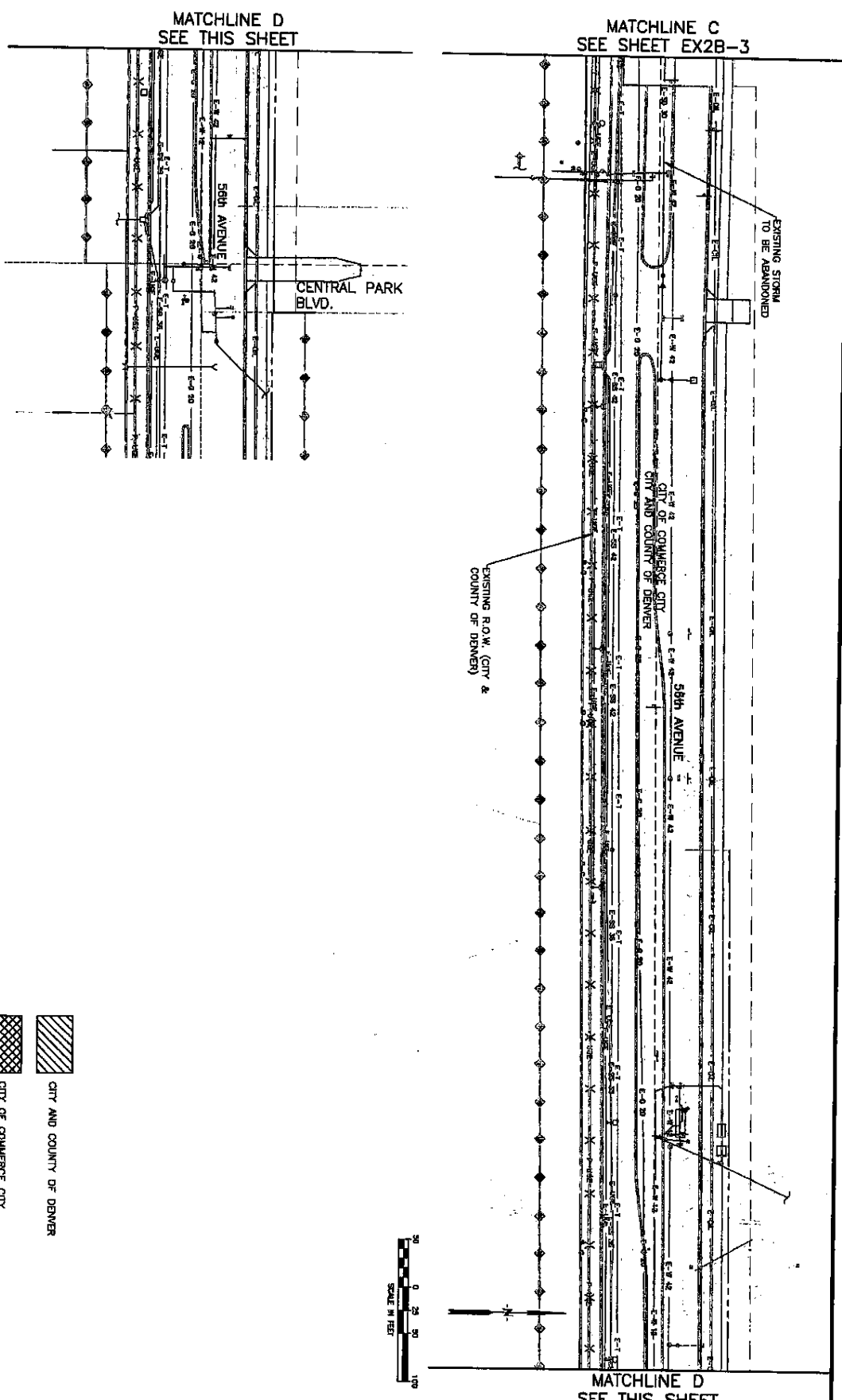
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CDD 2007-0592
EX2B-2

MATCHLINE B
SEE SHEET EX2B-2



MATCHLINE C
SEE SHEET EX2B-4

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City and County of Denver 201 W. Colfax Denver, Colorado 720-317-4000	
Denver Project: South Tower 309 1/2 S. Street Denver, CO 80202 Phone: 303-733-4000 Fax: 303-733-4000	
As Constructed No Revisions	Designer: M. KRELL Checker: C. FISHER Title: ROAD SEWER SHEET
EXHIBIT "B" 56th AVENUE STORM SEWER MAINTENANCE	
Project No. M320-058 (16749) CCD 2007-0392 Sheet Number: EX2B-4	Scale: 0.4

