

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MEAD AND
THE TOWN OF BERTHOUD REGARDING COST SHARING FOR DESIGN COSTS
FOR PAVING COUNTY ROAD 7**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the Town of Mead, a Colorado municipal corporation (“Mead”), and the Town of Berthoud, a Colorado municipal corporation (“Berthoud”), hereinafter collectively referred to as the “Parties.” This Agreement shall be effective as of the date of mutual execution hereof by the Parties (“Effective Date”).

WITNESSETH:

WHEREAS, Mead and Berthoud desire to cooperate in the funding for the design, and construction of a portion of County Road 7 (from CR 38 to existing pavement in Berthoud roughly one mile south of Highway 56) (the “Project”); and

WHEREAS, the boundaries of the Project are generally shown and depicted in **Exhibit A** to this Agreement; and

WHEREAS, the Parties acknowledge and agree that Project is an important component of the region's transportation infrastructure and that the completion of the Project will benefit residents of both Mead and Berthoud; and

WHEREAS, Berthoud desires to share in the cost for design and construction of the Project, as described herein;

WHEREAS, Mead intends to retain WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, a Kansas corporation with offices at 4401 Masthead Street NE, Ste 140, Albuquerque, New Mexico or another consultant acceptable to Mead (“Consultant”) to commence the Project design (“Project Design Work”); and

WHEREAS, the Project Design Work is generally shown and described in **Exhibit B** to this Agreement; and

WHEREAS, the Parties further desire to memorialize their agreements concerning the funding and construction of the Project Design Work and the Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. Project Design. Following the Effective Date, Mead shall retain the Consultant to complete the Project Design Work. Estimated not-to-exceed cost associated with the Project Design Work is Four Hundred Seventy Four Thousand, Three Hundred Ninety dollars (\$474,390).

2. Allocation of Costs – Project Design Work. The Parties agree that Consultant’s costs associated with completing the Project Design Work (“Design Costs”) will be shared equally, with Mead and Berthoud each paying fifty percent (50%) of the Design Costs. Mead shall invoice Berthoud for fifty percent (50%) of the Design Costs on a monthly or quarterly basis, without administrative markup, and Berthoud shall remit payment to Mead within forty-five (45) calendar days

of receipt of invoice. Mead shall include a copy of Consultant's invoice(s) for the Project Design Work received by Mead with each invoice prepared and sent to Berthoud for the Design Costs.

3. Project Grants. The Parties agree to cooperate with respect to seeking/applying for grants to offset future Project design or construction costs.

4. Allocation of Costs – Project Construction. The Parties agree to negotiate an amendment to this Agreement or enter into a new/separate intergovernmental agreement to memorialize the Parties' agreement regarding cost sharing for Project construction costs following the date on which the Project Design Work has been completed.

5. Remedies. The Parties hereto acknowledge and agree that each party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available.

6. Notice. Any notice required or permitted 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 below, 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.

Town of Mead: Michow Guckenberger McAskin, LLP
Attn: Mead Town Attorney
5299 DTC Blvd, Suite 300
Greenwood Village, CO 80111

With electronic copy to: mmcaskin@mgmfirm.com

Town of Berthoud: Erin M. Smith, Town Attorney
Maynes Bradford Shipps & Sheftel, LLP
600 17th Street, Suite 2150-S
Denver, Colorado 80202

With electronic copy to: _____

7. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of Mead and Berthoud contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

8. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their Trustees, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions 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.*

9. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

10. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Weld, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

11. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

12. No Third-Party Beneficiaries. The 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 person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

13. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

14. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

15. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

TOWN OF MEAD, COLORADO

Colleen G. Whitlow, Mayor

Attest:

APPROVED AS TO FORM:

Mary E. Strutt, MMC, Town Clerk

Town Attorney

[Town of Berthoud signature page follows].

[Town of Berthoud signature page to Intergovernmental Agreement Regarding Cost Sharing for Design Costs for Paving County Road 7].

TOWN OF BERTHOUD, COLORADO

William Karspeck, Mayor

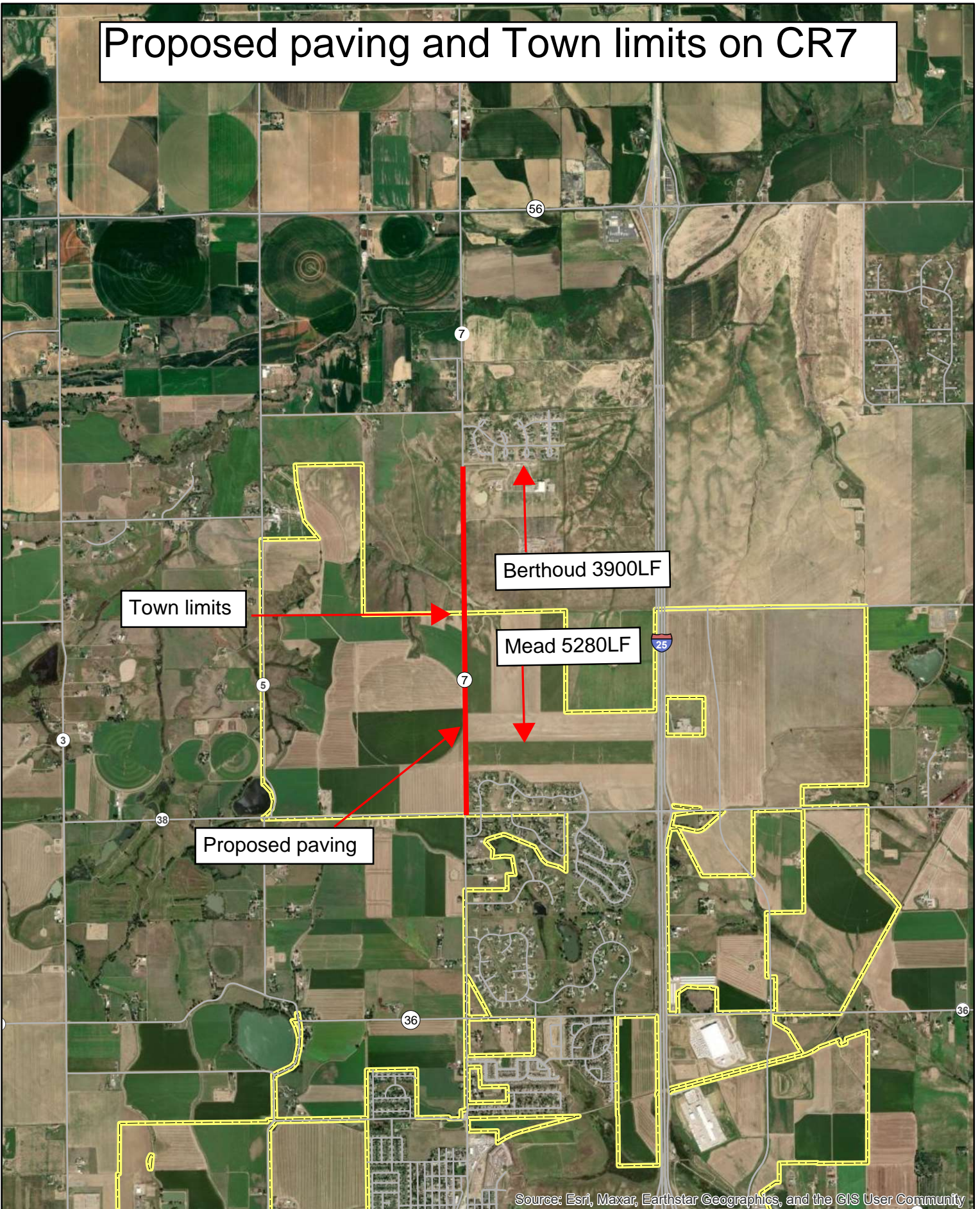
Attest:

APPROVED AS TO FORM:

Christian Samora, Town Clerk

Town Attorney

Proposed paving and Town limits on CR7



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Town of Mead

Proposed paving CR7

File: 8x11 Portrait.mxd

Updated: 3/29/2024



1 in = 3,246 ft
0 1,200 2,400
Feet

This draft document was prepared for internal use by the Town of Mead, CO. The Town makes no claim as to the accuracy or completeness of the data contained herein. Due to security concerns, The Town requests that you do not post this document on the internet or otherwise make it available to persons unknown to you.

May 31, 2024

Mr. Manny Windhorst
Pavement Manager Program Manager
Town of Mead
441 Third Street
Mead, CO 80542

Re: WCR7 Improvements – WCR38 to Ball Aerospace (22-100-019-05)

Dear Manny -

Wilson & Company is pleased to submit this proposal, through our Town of Mead 2022 On-Call Contract, to provide Topographic Survey and Design Services for the WCR7 Improvements project. Figure 1, below, shows the area of improvement from WCR38 to Ball Aerospace Drive. This project will be a cost share between the Town of Mead and the Town of Berthoud.



Figure 1 – Weld County Road 7 (WCR7)

Background

The Town of Mead would like to pave Weld County Road 7 (WCR7) between WCR38 and Ball Aerospace Drive. WCR7 is identified in the Town's Master Transportation Plan as a future, 2-lane major arterial. We are assuming a modified cross section that will fit within the 60' existing ROW, consisting of a 24' to 32' wide asphalt paved roadway with 3:1 side slope and a borrow ditch on each side will be the section used for this project. The existing gravel roadway was measured in the field in various locations and is approximately 24'

wide. We are assuming the road profile will remain relatively close to existing conditions. Utility locates have been included in the scope as well as an allowance for formal SUE in the event existing utilities will be impacted. The construction of this project is anticipated to be funded with a grant and administered as a CDOT Local Agency project. There are some items that cannot be completed (i.e. environmental clearances), until there is a project in CDOT's system. This proposal assumes these tasks will be needed, but the timing will need to be coordinated as design progresses.

Topographic Survey

An engineering-grade topographic survey will be performed, as shown in Figure 1 above, of the existing CR7 right-of-way including a wider section at the WCR38 and Ball Aerospace intersections. Six control points will be established from which field efforts will be conducted. Control values will be referenced to a modified Colorado North Zone 0501 State Plane Coordinate System (aka "ground" system) with elevations based upon North American Vertical Datum of 1988 (NAVD88) and tied to a National Geodetic Survey (NGS) vertical benchmark.

Triunity will provide 811 locates throughout the corridor during the topo effort.

At present, it is our understanding that the right-of-way is mostly 60' wide (30' on either side of the section lines), but with additional 20' conveyances affecting two land divisions – one being the additional 20' of right-of-way existing on the westerly side of Margil Farms First Filing (northeast corner of the intersection of CR7/CR38), the second being the additional 20' of right-of-way existing on the westerly side of Berthoud Technological Center Filing One. The topographic survey itself will be confined to the County Roads 7 and 38 right-of-way regions, excepting the westerly +/-100' of Ball Aerospace Drive which will be surveyed. The results of the topographic survey and County Road 7 right-of-way determination will be delivered as v2023 Civil3d .dwg and .pdf drawing files.

Acquisitions are not anticipated at this time. The base property map will show existing right of way based on section lines and plats and deeds available from Weld County. No other boundary determination is anticipated or included at this time.

Issues Exhibit and Site Walk

Wilson & Company will prepare an Issues Exhibit to be used in a site walk with the Town of Mead, prior to design efforts. The project paving area is approximately 9,200 LF (1.87 Miles) which includes 4,000 LF in the Town of Berthoud and 5,200 LF in the Town of Mead. During the site walk, emphasis will be placed on areas of drainage concerns, existing and potential proposed culverts, roadside ditches, the roadway profile, and driveway connection points. Prior to design work, Wilson & Company and the Town review the Town's Street Design Criteria (Table 300-1) and document the project approach. After the project approach has been agreed upon, Wilson & Company will prepare a Preliminary Design Exhibit.

Preliminary Design Exhibit

The preliminary design exhibit will provide an overview of the proposed roadway improvements including proposed drainage flow paths, grading limits, centerline profile and potential utility conflicts. These exhibits will be in 24x36 format and used as the basis for the final design phase. Wilson & Company will submit the exhibits to the Town for review and discussion.

Subsurface Utility Engineering (SUE) Allowance

Triunity, Inc. will be a subconsultant to Wilson & Company and provide utility locates and SUE services for the project. A line item with an estimate of Quality Level B SUE services and 10 potholes has been included. It will become clear during the preliminary design if these services are needed for the completion of final design.

Roadway Drainage Design

The site walk and preliminary design effort will help to determine the effort required for drainage design along the roadway. With any new roadway, it is important to fix any known drainage issue and confirm that the project will do no harm to adjacent properties. There are irrigation facilities in the area that may be using existing roadside swales for tailwater or delivery, and there is one large draw that crosses WCR7 approximately 3,500' south of Ball Aerospace Drive. We are assuming this existing culvert will be lengthened and the improvements will be contained within the existing right-of-way. A drainage report with existing and proposed conditions and design considerations will be prepared for the project. With the rural road section, it will not be possible to add stormwater quality facilities for the project.

Geotechnical Engineering Services

Geocal Geosciences and Engineering will be a subconsultant to Wilson & Company and provide drilling operations, laboratory testing and geotechnical reporting services for the project. Geocal will conduct 12 geotechnical bores for new pavement and slope fill areas to a depth of 10 feet. Geocal will provide traffic control, which is assumed to be a one-lane closure, and secure necessary permits with the Town of Mead and the Town of Berthoud. No permitting with Weld County is anticipated. Soil and bedrock samples will be analyzed in the laboratory. Geotechnical reporting will include site geology, proposed construction conditions, review of field and lab results, subsurface conditions, and pavement design recommendations.

Environmental Services

Wilson & Company Environmental Lead, Jon Chesser, CEP, has experience as an environmental program and project manager for CDOT Region 1 and Headquarters for 11 years, where he led numerous multidisciplinary teams to successfully deliver environmental services for both CDOT and local agencies. Our team understands how to complete the environmental analysis and clearance process for this project administered by the Town, including compliance with federal, state, and local requirements. We have worked with Jacqueline Giles, CDOT Region 4 Local Agency Environmental Program Manager, multiple times in recent years to complete the Categorical Exclusion (CE) process for local agency projects and look forward to working with her again.

Preliminary review of the project area has identified a drainage crossing of WCR 7, Ide and Starboard Ditch, as well as roadside ditches and adjacent black-tailed prairie dog communities throughout this stretch of WCR 7. These resources will require detailed analysis as design is advanced. Our environmental team will collaborate closely with the design team to avoid/minimize potential impacts to these, and any other environmental resources identified. Due to the Town's application for grant funding, NEPA will apply, and we expect to clear the project with a Categorical Exclusion (CE) using CDOT's Form 128 and category C22 for projects that would take place entirely within the existing operational right-of-way. Wilson & Company will work to meet all applicable environmental requirements through project design and construction.

For the purposes of this proposal, we are assuming that a Section 404 permit will not be required at the ditch crossing. Additionally, we are assuming that the project will not require a Type 1 noise analysis for CDOT since the project will not be adding additional capacity and will remain as a 2-lane roadway similar to existing conditions.

Final Design Phase (Construction Documents)

After the completion of the preliminary design review, Town staff comments will be addressed and incorporated into the Final Design Plans. The project will proceed to Final Design (Construction Documents) with bi-weekly / monthly meetings with Town staff. Tasks that will be completed with this phase of design include:

- Construction Documents
 - Cover, General Notes, and Typical Sections
 - Topographic Survey
 - Demolition Plan
 - Horizontal Control Plan
 - Roadway Plan and Centerline Profile
 - Cross Sections
 - Cross Culvert Profiles
 - Drainage and Grading Plan
 - Stormwater Management Plans and Notes (CDOT)
 - Signing and Striping Plans
 - Erosion and Sedimentation Control Plans
 - Details
- Project coordination meetings and reviews with Town staff.
- Construction Administration allowance for design questions during construction.
- Deliverables – Topographic Survey, Issues Exhibit, Drainage Report and Final Design Plans.

Bid Documents and Construction Administration

Wilson & Company will prepare final quantities, project special provisions, and a cost estimate for the bid package. We will prepare the Bid Form and attend the pre-bid meeting to assist the Town in presenting the project to potential bidders. Wilson & Company will support the Town if Bid Addenda are necessary and develop the Bid Tabulation for all bids received.

During the construction phase of the project, Wilson & Company will be available for monthly site visits during construction, RFI responses, and submittal reviews. Wilson & Company will participate in the substantial completion walkthrough and prepare a punch list record.

- Deliverables – Final Quantities, Specifications, Cost Estimate, Bid Assistance, and Bid Tabulation

Schedule and Fee

Assuming a Notice to Proceed (NTP) is given June 15, 2024, we anticipate completion dates as follow:

- Topographic Survey, Site Walk, and Exhibits - June 15 through October 15, 2024
- Construction Documents, Town Staff Review, and Bid Documents – October 15, 2024 through August 1, 2025
- The above assumptions may change depending on grant funding timing.

Assumptions and Exclusions

- All proposed design and construction work will be contained to the public right-of-way.
- Property and easement acquisitions are not anticipated. Right of way will be mapped based on section lines and plats and deeds available from Weld County.
- CDOT Right-of-Way plans and temporary / permanent easements acquisitions are not included at this time.
- Traffic engineering is not included at this time and can be added to the scope if needed.
- Minimal Construction Administration services are included. An allowance is shown in the fees provided.
- Inspection (Observation) services, field quantity measurements, and pay estimates are not included at this time and can be added to the scope if needed.
- Water quality facilities are not anticipated at this time.
- Public outreach services are not anticipated at this time.
- Major drainage structures and structural design are not anticipated at this time. Drainage crossings will be RCP pipe with end sections and will fit in existing right of way.

The total fee proposed for this work order is a “not to exceed fee” of \$474,390. A breakdown of the anticipated hours and fees is attached. Thank you for your time in reviewing this proposal. Please call me if you have any questions.

Sincerely,



Tim Kemp, PE
CA Practice Lead
Accepted by:



Scott Waterman, PE
Vice President

Authorized Signature
Town of Mead

Printed Name

Date

	Kemp PM	Weier QA/QC	Schneider Drainage	Lofton Roadway	Fischer EIT	Enviro Team	Dieffenbach Survey	Wilson & Company	Triunity (SUE)	Geocal (Geotech)	Total
WCR7 Improvements - WCR38 to Ball Aerospace (22-100-019-05)	\$ 220	\$ 160	\$ 150	\$ 140	\$ 120	\$ 170	\$ 160				
Weld County Road 7 (WCR38 to Ball Aerospace) (42-week duration)											
Topographic Survey and Utility Locates							\$ 27,500	\$ 27,500	\$ 2,750		\$ 30,250
Drainage Research, Site Walk, Issues Exhibit	24		40	40	60			\$ 24,080			\$ 24,080
Preliminary Design Exhibit	24		24	40	80			\$ 24,080			\$ 24,080
SUE Allowance (Quality Level B Locates + 10 Potholes)							\$ 5,000	\$ 5,000	\$ 45,000		\$ 50,000
Roadway Drainage Design	16	24	120	60	80			\$ 43,360			\$ 43,360
Geotechnical Engineering Services								\$ -		\$ 43,500	\$ 43,500
Environmental Services						264		\$ 44,880			\$ 44,880
Final Design Plans	40	40	120	120	240			\$ 78,800			\$ 78,800
Project Management, Meetings, Coordination, QC	80	80	32	32	48	24		\$ 49,520			\$ 49,520
Bid Documents	16	60	16	8	60			\$ 23,840			\$ 23,840
Force Account								\$ 50,000			\$ 50,000
Construction Administration Allowance	24				40			\$ 10,080			\$ 10,080
Wilson & Company Expenses Allowance								\$ 2,000			\$ 2,000
Grand Total	224	204	352	300	608	288		\$ 383,140	\$ 47,750	\$ 43,500	\$ 474,390