

1 RESOLUTION NO. 14

2  
3 Series 2023

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5 **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT**  
6 **FOR CONTINENTAL COURT/COYNE VALLEY ROAD RECONSTRUCTION**  
7 **AND DRAINAGE IMPROVEMENTS.**

8 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF  
9 BRECKENRIDGE, COLORADO:

10 Section 1. That the Town Council hereby approves an Intergovernmental Agreement  
11 for Continental Court/Coyne Valley Road Reconstruction and Drainage Improvements.

12 Section 2. All resolutions, or parts thereof, inconsistent herewith are hereby repealed to  
13 the extent only of such inconsistency. This repealer shall not be construed to revive any such  
14 resolution, or part thereof, heretofore repealed.

15 Section 3. This resolution is effective upon adoption.

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17 RESOLUTION APPROVED AND ADOPTED this 11th day of July, 2023.

18  
19 TOWN OF BRECKENRIDGE

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22  
23 By: \_\_\_\_\_

24 Eric S. Mamula, Mayor

25  
26 ATTEST:

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29  
30 \_\_\_\_\_  
31 Helen Cospolich, CMC,  
32 Town Clerk

1 APPROVED IN FORM

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6 Town Attorney

Date

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**INTERGOVERNMENTAL AGREEMENT FOR  
CONTINENTAL COURT/ COYNE VALLEY ROAD RECONSTRUCTION AND  
DRAINAGE IMPROVEMENTS**

This Intergovernmental Agreement (“Agreement”) is made and entered into on this 30 day of May, 2023, by and between the County of Summit, Colorado, a political subdivision of the State of Colorado (“County”) and the Town of Breckenridge, a body corporate and political subdivision of the State of Colorado (“Town”), also collectively referred to herein as the “Parties.”

WHEREAS, Coyne Valley Road is a public road that crosses the jurisdictional boundaries of both the Town and County (the “Road”); and

WHEREAS, County intends to reconstruct and make drainage improvements to the portion of the Road that lies within the County; and

WHEREAS, the drainage improvements on the County Road necessitate adjustments to the grade of the Town road, and

WHEREAS, the Town desires to make additional improvements to the surface of the Town road independent of the County’s project, and

WHEREAS, in order to conserve resources and make efficient use of public funding, the Parties desire to cooperate in the reconstruction and drainage improvements project for the Road by having the County contract for and perform the work for the entire Road regardless of jurisdictional boundaries; and

WHEREAS, in exchange, the Town will compensate the County for the portion of the work that relates to the re-paving that occurs within the Town boundaries; and

WHEREAS, pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution, Section 29-1-203, C.R.S., as amended, and other applicable authority, the Parties may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the Parties have determined that it is in the best interests of the public health, safety, and welfare to enter in this IGA to cooperate in the reconstruction of the Road.

NOW, THEREFORE, in consideration of the above and the mutual promises and benefits herein expressed and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as following:

1. **COUNTY CONTRIBUTION.** County agrees to contract for and perform the work to raise Coyne Valley Road to improve drainage and rebuild the Coyne

Valley Road/ Continental Court intersection including new drainage and FDR with a 5” asphalt overlay pursuant to the scope of work attached as Exhibit A (the “Project”). County has already issued an RFP for the project and has selected a successful bidder. Total contract price for the project is **\$635,503.00** (the “Price”)

2. **TOWN CONTRIBUTION.** The Town agrees to reimburse County for roadway reconstruction quantities in the Town right of way as follows:

A. The breakdown of compensation provided by the Town to the County for the County’s provision of the Services shall be:

1. Traffic Control – \$19,054.18
2. FDR – \$10,266.67
3. Asphalt – \$103,950.00
4. Shouldering – \$3,500.00

Total projected financial responsibility for the Town based on the awarded Price is **\$136,770.85**.

B. Changes in the Price that would necessitate additional funding from the Town shall be mutually agreed upon in writing between Town and County.

3. **TERM.** The term of this Agreement commences as of the Effective Date of this agreement and end, subject to earlier termination as hereafter provided, on October 31, 2023

4. **NOTIFICATION.** All notices or other communications between the County and Town in connection with this Agreement must be in writing and signed by the party giving notice. Notice will be deemed properly delivered and received when personally delivered or upon deposit in the United States mail, first class postage prepaid. All such notices or other instruments will be addressed to the party at the address below or to such other addresses as the party may designate by written notice:

a. Notices to the County shall be addressed to:

**Robert Jacobs, County Engineer/Road & Bridge Director**  
**Summit County Government**  
**P.O. Box 68**  
**Breckenridge, CO 80424**  
[robert.jacobs@summitcountyco.gov](mailto:robert.jacobs@summitcountyco.gov)

b. Notices to the Town of Breckenridge shall be addressed to:

**Christopher McGinnis**  
**Civil Engineer**  
**Town of Breckenridge**

**P.O. Box 168**  
**Breckenridge, CO 80424**  
[chrism@townofbreckenridge.com](mailto:chrism@townofbreckenridge.com)

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter provided to be given shall thereafter be sent by certified mail to such new address.

## **5. General Provisions.**

A. Entire Agreement. This written Agreement is the entire agreement between the parties. Any and all prior or contemporaneous statements, understandings not contained herein shall be of no further force and effect. This Agreement may not be amended except in writing and signed by all parties.

B. Third Parties. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

C. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.

D. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

E. Enforcement and Waiver. The failure of a Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

F. Authorization. Each Party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein and to perform the duties and obligations hereunder.

G. Attorneys Fees. If an action is brought to enforce this Agreement, the prevailing Party shall be entitled to costs and reasonable attorney's fees.

H. Governmental Immunity. The Parties do not intend to waive by any provision of this Agreement, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver,

express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et. seg.*, CRS, as now or thereafter amended, or any other applicable sovereign or governmental immunity.

I. Fund Availability/Annual Appropriation. Expenditure of funds pursuant to this Agreement, whether in whole or in part, is subject to and contingent upon the continuing availability of each of the Parties' funds for purposes hereof. In the event that said funds, or any part thereof, become unavailable as determined by a Party, the Party may immediately terminate its participation in this Agreement or amend it accordingly.

J. Multi-Year Contracts. The obligations of the Parties hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

K. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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In Witness Whereof, the Parties hereto have executed this Agreement as of the day and year first above written with the effective date of the Agreement being May 18, 2023.

**SUMMIT COUNTY, COLORADO**

**TOWN OF BRECKENRIDGE**

By: \_\_\_\_\_  
Philip Gonshak, Interim County Manager

By: \_\_\_\_\_  
Rick Holman, Town Manager

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF SUMMIT            )

The foregoing INTERGOVERNMENTAL AGREEMENT FOR CONTINENTAL COURT/ COYNE VALLEY ROAD RECONSTRUCTION AND DRAINAGE IMPROVEMENTS was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Philip Gonshak, as Interim County Manager of Summit County, Colorado.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF SUMMIT            )

The foregoing INTERGOVERNMENTAL AGREEMENT FOR CONTINENTAL COURT/ COYNE VALLEY ROAD RECONSTRUCTION AND DRAINAGE IMPROVEMENTS was acknowledged before me this day of \_\_\_\_, 2023, by as of the Town of Breckenridge.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**REVISED BID FORM # 2**  
**SCP23-01 Continental Court Reconstruction**

| Bid Item # | Spec Item # | Item Description                                | Quantity | Unit      | Bidders Estimate for Project |               |
|------------|-------------|---|----------|-----------|------------------------------|---------------|
|            |             |   |          |           | Unit Price                   | Bidders Price |
|            | 3/21/2023   |   |          |           |                              |               |
| 1          | 626.001     | Mobilization                                    | 1        | Lump Sum  | 54,150.00                    | \$ 54,150.00  |
| 2          | 625.001     | Construction Surveying                          | 1        | Lump Sum  | 9,250.00                     | \$ 9,250.00   |
| 3          | 630.000     | Traffic Control Management                      | 20       | Day       | 1,525.00                     | \$ 30,500.00  |
| 4          | 630.002     | Traffic Control Inspection                      | 8        | Day       | 450.00                       | \$ 3,600.00   |
| 5          | 630.003     | Flagging  | 800      | Hr        | 68.00                        | \$ 54,400.00  |
| 6          | 630.004     | Temporary Traffic Control Sign                  | 10       | EA        | 235.00                       | \$ 2,350.00   |
| 7          | 630.005     | Type 3 Barricade                                | 3        | EA        | 775.00                       | \$ 2,325.00   |
| 8          | 630.006     | Channelization Device (Drum/Cone)               | 100      | EA        | 65.00                        | \$ 6,500.00   |
| 9          | 630.007     | Portable Message Sign Panel                     | 2        | EA        | 275.00                       | \$ 550.00     |
| 10         | 208.001     | Erosion Control Management                      | 6        | Day       | 275.00                       | \$ 1,650.00   |
| 11         | 208.002     | Erosion Log - 12' X 10"                         | 100      | EA        | 90.00                        | \$ 9,000.00   |
| 12         | 208.003     | Aggregate Bag                                   | 10       | EA        | 150.00                       | \$ 1,500.00   |
| 13         | 208.004     | Soil Retention Blanket                          | 200      | Sq Yd     | 11.75                        | \$ 2,350.00   |
| 14         | 208.005     | Silt Fence                                      | 500      | Linear Ft | 5.50                         | \$ 2,750.00   |
| 15         | 208.007     | Stabilized Vehicle Tracking Pad                 | 1        | EA        | 2,150.00                     | \$ 2,150.00   |
| 16         | 209.001     | Dust Abatement (Water Truck)                    | 20       | Day       | 165.00                       | \$ 3,300.00   |
| 17         | 209.002     | Dust Abatement (Roadway Sweeper Truck)          | 20       | Day       | 215.00                       | \$ 4,300.00   |
| 18         | 203.004     | Pothole Utilities                               | 10       | Hr        | 285.00                       | \$ 2,850.00   |
| 19         | 307.002     | Deep Sub-Grade Repair                           | 100      | Sq Yd     | 95.00                        | \$ 9,500.00   |
| 20         | 203.007     | Subgrade Prep                                   | 4910     | Sq Yd     | 5.75                         | \$ 28,222.50  |
| 21         | 603.001     | Install 18" CMP Culvert Pipe                    | 40       | Linear Ft | 135.00                       | \$ 5,400.00   |
| 22         | 603.003     | Install 24" CMP Culvert Pipe                    | 40       | Linear Ft | 145.00                       | \$ 5,800.00   |
| 23         | 603.004     | Install 24" CMP Culvert Pipe End Sections       | 2        | EA        | 725.00                       | \$ 1,450.00   |
| 24         | 203.010     | Import to Embankment                            | 450      | Cu Yd     | 140.00                       | \$ 63,000.00  |
| 25         | 406.002     | Full Depth Reclamation (FDR)                    | 4910     | Sq Yd     | 5.50                         | \$ 27,005.00  |
| 26         | 203.008     | FDR Removal and Replacement                     | 1333     | Sq Yd     | 13.50                        | \$ 17,995.50  |
| 27         | 403.001     | Asphalt (GR SX-75) WMA                          | 1380     | Ton       | 198.00                       | \$ 273,240.00 |
| 28         | 621.001     | Shouldering (2' Width) Recycled Asphalt Product | 3682     | Linear Ft | 2.50                         | \$ 9,205.00   |
|            |             |   |          |           | Total                        | \$ 635,503.00 |

| Bid Alternate | Spec Item | Item Description                       | Quantity | Unit | Alt Unit Price |               |
|---------------|-----------|--|----------|------|----------------|---------------|
| 27 Alt.       | 403.002   | Asphalt (GR SX-75) HMA PGS8-28 20% RAP | 1380     | Ton  | 194.00         |               |
|               |           |  |          |      | Total with Alt | \$ 261,720.00 |
|               |           |  |          |      |                | \$ 29,983.00  |

**CONTRACTOR PROPOSED START AND COMPLETION DATE**

|   |                               |                               |
|---|-------------------------------|-------------------------------|
| <b>Attachment No. 2</b>   |                               |                               |
| <b>Summit County Government - "SCP23-01 Continental Court Reconstruction"</b> |                               |                               |
| <b>Project</b>  | <b>Contractors Start Date</b> | <b>Contractors Completion</b> |
| <b>SCP23-01 Continental Court Reconstruction</b>                              | 7/24/23                       | 8/25/23                       |

Columbine Hills Construction, LLC  
 COMPANY: \_\_\_\_\_ SIGNED: James Letson TITLE: President  
 James Letson,