

RESOLUTION NO. 24-14

**INTRODUCED BY:
Council Member Arner
Council Member DeVries**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF ARVADA, AURORA, BRIGHTON, FEDERAL HEIGHTS, NORTHGLENN, WESTMINSTER, COMMERCE CITY AND THE COUNTY OF ADAMS TO PROVIDE ENGINEERING SERVICES TO CONDUCT THE ADAMS COUNTY COMPREHENSIVE SAFETY ACTION PLAN STUDY

WHEREAS, Section 18 (2)(a) of Article XIV of the Colorado Constitution and C.R.S. Sec. 29-1-201 et seq., and Sec. 29-290-105 authorize and encourage governments to cooperate by contracting with each other for their mutual benefit; and

WHEREAS, Adams County and the Cities of Arvada, Aurora, Brighton, Federal Heights, Northglenn, Westminster and Commerce City plan to collaborate on the Adams County Comprehensive Safety Action Plan Study Project (“Project”) which will use engineering services to produce a prioritized list of safety improvement projects for each participant that will improve roadway safety for the benefit of all users; and


WHEREAS, the Colorado Department of Transportation is providing 80% of the Project Funding through Denver Regional Council of Governments Transportation Improvement Program Funds with the remaining 20% to be provided by the parties on a population basis with Federal Heights contribution to be \$5,000; and

WHEREAS, Adams County shall serve as the lead agency and project manager.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO THAT:

The Intergovernmental Agreement between the Cities of Arvada, Aurora, Brighton, Federal Heights, Northglenn, Westminster, Commerce City and Adams County is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Intergovernmental Agreement on behalf of the City.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO, THE 16th DAY OF April 2024.




Linda S. Montoya, Mayor

ATTEST:



Patti K. Lowell, CMC, City Clerk

APPROVED AS TO FORM:



William F. Hayashi, City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
ARVADA, CITY OF AURORA, CITY OF BRIGHTON, COMMERCE CITY, CITY OF
FEDERAL HEIGHTS, CITY OF NORTHGLENN, CITY OF WESTMINSTER, AND THE
COUNTY OF ADAMS TO PROVIDE ENGINEERING SERVICES TO CONDUCT THE
ADAMS COUNTY COMPREHENSIVE SAFETY ACTION PLAN STUDY**

This Intergovernmental Agreement (IGA) is entered into this ____ day of _____, 20____, among the City of Arvada, a Colorado home rule municipality located at 8101 Ralston Road, Arvada, CO 80002 ("Arvada"), the City of Aurora, a Colorado home rule municipality located at 15151 East Alameda Parkway, Aurora, CO 80012 ("Aurora"), the City of Brighton, a Colorado home rule municipality located at 500 South 4th Avenue, Brighton, CO 80601 ("Brighton"), the City of Commerce City, a Colorado home rule municipality located at 7887 East 60th Avenue, Commerce City, CO 80022 ("Commerce City"), the City of Federal Heights, a Colorado home rule municipality located at 2380 West 90th Avenue, Federal Heights, CO 80260 ("Federal Heights"), the City of Northglenn, a Colorado home rule municipality located at 11701 Community Center Drive, Northglenn, CO 80233 ("Northglenn"), the City of Westminster, a Colorado home rule municipality located at 4800 West 92nd Avenue, Westminster, CO 80031 ("Westminster"), and Adams County, located at 4430 South Adams County Parkway, Brighton, CO 80601 ("Adams County"), or collectively the "Parties."

WITNESSETH

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, Adams County, Arvada, Aurora, Brighton, Commerce City, Federal Heights, Northglenn, and Westminster plan to collaborate on the Adams County Comprehensive Safety Action Plan Study Project ("Project"), which will include engineering services to produce a prioritized list of safety improvement projects for each Party that will improve roadway safety for all users; and

WHEREAS, a total of twenty percent (20%) of the funding for the Project is to be provided by the Parties cumulatively ("Party Funding"), and eighty percent (80%) of the funding for the Project (\$1,600,000) is to be provided by the Colorado Department of Transportation ("CDOT") using Denver Regional Council of Governments Transportation Improvement Program funds ("DRCOG TIP Funds") for use as set forth in this Agreement.

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

1. Obligations of the Parties

A. Project Management

Adams County will be the lead agency and project manager regarding the procurement and production of the Comprehensive Safety Action Plan Documents. The Parties agree to support Adams County in this role as needed. In the absence of representation from any Party, Adams County will act with the respective Party's best interests in mind but will not commit any Party to legal obligations such as policy changes or future funding agreements. CDOT will provide oversight for DRCOG TIP funding, with the roles and responsibilities of CDOT regarding such oversight to be covered by a separate agreement.

B. Project Funding and Appropriation

The Parties shall provide funding in the following amounts: \$48,000 in Project funding to be provided by Arvada, \$150,000 of Project funding to be provided by Aurora, \$15,000 of Project funding to be provided by Brighton, \$22,000 in Project funding to be provided by Commerce City, \$5,000 in Project funding to be provided by Federal Heights, \$15,000 in Project funding to be provided by Northglenn, \$45,000 in Project funding to be provided by Westminster, and \$100,000 in Project funding to be provided by Adams County. The Parties agree to use their best efforts to have their respective shares of Party Funding appropriated in their 2024 budgets and made available by early 2024. However, nothing in this Agreement shall be interpreted as creating a multi-year fiscal obligation. The financial obligations in this Agreement are subject to annual appropriation by each Party's governing body.

Promptly following appropriation, and subject to each Party's approval of the selection of the engineering services consultant as set forth in section 1(E) below, each Party shall provide Adams County their respective Project funding amounts for their share of Party Funding.

C. Comprehensive Safety Action Plan Documents

The Party Funding and the DRCOG TIP Funds are to be used for engineering services to develop and document a comprehensive safety action plan for each Party that includes a prioritized list of safety improvement projects that improves roadway safety for all users and is adaptable to the capacities and desires of each Party ("Comprehensive Safety Action Plans Documents"). Further details related to specific scope of work elements for the Project are covered in other documents. Funds for the design and construction of any recommended project in each Comprehensive Safety Action Plan are not included in this Project.

D. Excess Costs

If, at any time, it becomes apparent that the actual total cost of the Comprehensive Safety Action Plan Documents will exceed the amount of Party Funding and DRCOG TIP Funds set forth herein, Adams County shall instruct the consultant to halt engineering services and the Parties shall discuss additional appropriations to cover such excess costs.

E. Procurement of Comprehensive Safety Action Plan Documents

Adams County will be responsible for advertising for, selecting, and engaging an engineering services consultant to produce the Comprehensive Safety Action Plan Documents. Adams County's selection of the engineering services consultant shall be subject to final approval from the Parties. Final engagement of the engineering services consultant shall be completed following and contingent upon Party Funding being received by Adams County from all Parties in accordance with subsection B, above.

F. Acceptance of Comprehensive Safety Action Plan Documents

Upon substantial completion, the Comprehensive Safety Action Plan Documents shall be circulated by Adams County to each Party for their review and approval. Each Party shall review the Comprehensive Safety Action Plan Documents and provide comments, if any, to Adams County within thirty (30) days of the County's receipt of the Comprehensive Safety Action Plan Documents, or within such other reasonable period of time as may be mutually agreed upon by the Parties. Following review, each Party shall each provide written notice to Adams County of their acceptance or conditions to acceptance thereof. Subject to and following final approval by all Parties, Adams County shall provide acceptance of the Comprehensive Safety Action Plan Documents to the consultant.

G. Study Progress

No Party shall have the right to stop or significantly delay the Project, or to take any action that would cause the Project to be stopped or significantly delayed, without the written consent of the other Parties, except in the event of an emergency; provided however that any exercise of a Party's approval rights as more specifically detailed herein shall under no circumstances be construed as a "delay" for the purposes of this section.

2. TERM AND TERMINATION

This Agreement shall continue in effect until final acceptance of the Comprehensive Safety Action Plan Documents and circulation thereof to all Parties or, in the event of non-appropriation of Party Funding by any Party, upon written notice given by such Party to the other Parties hereto.

3. GENERAL TERMS

- A. Each Party hereto shall be responsible for any suits, demands, costs, or actions at law resulting from its own acts or omissions.

- B. Any notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth above, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.
- C. This Agreement represents the entire Agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.
- D. Notwithstanding any other term, condition, or provision herein, each and every financial obligation of Arvada, Aurora, Brighton, Commerce City, Federal Heights, Northglenn, and Westminster, and Adams County stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the parties' respective governing bodies. This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of Arvada, Aurora, Brighton, Commerce City, Federal Heights, Northglenn, and Westminster, or Adams County.
- E. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.
- F. If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.
- G. A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
- H. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- I. The Parties acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as it is from time to time amended, or otherwise available to the Parties, their officers, or employees.

IN WITNESS WHEREOF, the Parties hereto have executed this IGA to be effective as of the date first above written.

CITY OF ARVADA

Signature

By: (Print Name and Title)

Date: _____

2nd City of Arvada Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

3rd City of Arvada Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

CITY OF AURORA

Signature

By: (Print Name and Title)

Date: _____

2nd City of Aurora Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

3rd City of Aurora Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

CITY OF BRIGHTON

Signature

By: (Print Name and Title)

Date: _____

2nd City of Brighton Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

3rd City of Brighton Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

CITY OF COMMERCE CITY

Signature

By: (Print Name and Title)

Date: _____

2nd City of Commerce City Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

3rd City of Commerce City Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

CITY OF FEDERAL HEIGHTS

Jacqueline S. Halburnt

Signature

Jacqueline S. Halburnt, City Manager

By: (Print Name and Title)

Date: **April 16, 2024**

2nd City of Federal Heights Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

3rd City of Federal Heights Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

CITY OF NORTHGLENN

Signature

By: (Print Name and Title)

Date: _____

2nd City of Northglenn Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

3rd City of Northglenn Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

CITY OF WESTMINSTER

Signature

By: (Print Name and Title)

Date: _____

2nd City of Westminster Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

3rd City of Westminster Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

ADAMS COUNTY

Signature

By: (Print Name and Title)

Date: _____

2nd Adams County Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

3rd Adams County Signature if Needed

Signature

By: (Print Name and Title)

Date: _____

Adams County Comprehensive Safety Action Plan

Proposal Format

All pages are 8.5"x11" unless otherwise noted. Other page sizes may be used provided total page area is not exceeded (i.e. one 11"x17" page is allowed in place of two 8.5"x11"). Links to external media (existing documents, videos, etc.) are allowed.

- Project Understanding – 2 pages maximum
 - Demonstrate a clear understanding of why this project is important.
- Project Approach – 5 pages maximum
 - At a minimum, this should include a rough project schedule, descriptions or depictions of methodologies to be used to accomplish each project goal and task, and an outline of key personnel assigned to this project
- Related Work – 2 pages maximum
 - Provide relevant previous experience related to similar previously completed projects.
- Staff Bios – 4 pages maximum
 - Brief resumes of key personnel assigned to this project. This may include information from prime and/or subconsultants.

Boundary and Jurisdictional Collaboration Clarification

The entirety of this scope of work is to be conducted for each jurisdiction included in the inclusive Adams County region except as noted below. The inclusive Adams County region refers to the geographic extents of all of Adams County, incorporated and unincorporated, and the entire extents of the City of Arvada, City of Aurora, Town of Bennett, City of Brighton, City of Commerce City, City of Federal Heights, Town of Lochbuie, City of Northglenn, City of Thornton, and City of Westminster. It is in the contracting process, each participating jurisdiction will have an opportunity to provide jurisdiction-specific scope elements, assuming the study's overall goals are still satisfied, for incorporation prior to final contract approval. All changes of this nature shall be approved by Adams County staff. The consultant is expected to coordinate with on-going parallel planning efforts within each participating jurisdiction, and make findings and graphics available to these other planning efforts.

Exceptions:

- City of Thornton
 - Work will be limited to coordination and resource sharing only. The City of Thornton will be conducting a similar planning effort in a similar timeframe. All efforts shall be made to share data, resources, and conclusions from this study with City of Thornton staff as well as obtain and include data, resources, and conclusions from the city's study into this study.
- Town of Bennett

- Work will be limited to coordination and resource sharing only. The Town of Bennett will be conducting a similar planning effort in a similar timeframe. All efforts shall be made to share data, resources, and conclusions from this study with Town of Bennett staff as well as obtain and include data, resources, and conclusions from the town's study into this study.
- City of Commerce City
 - The City of Commerce City will be conducting a similar planning effort in a similar timeframe. All efforts shall be made to share data, resources, and conclusions from this study with City of Commerce City staff as well as obtain and include data, resources, and conclusions from the city's study into this study.
- City of Arvada
 - The City of Arvada has initiated a Transportation System Plan (TSP), and the scope of the work includes a similar effort to address Citywide traffic safety and operational issues. The purpose of the TSP is to identify strategies and priorities for improving the City's transportation system operations and infrastructure over the next 20 years. The TSP will also provide a policy and funding framework to ensure the City can continue to meet the travel needs of all residents, workers, and visitors. The TSP takes a wide-angle view of transportation in Arvada. All modes of travel will be evaluated, including vehicle movement, pedestrian routes, bike infrastructure, public transit, micro-mobility, and Americans with Disabilities Act accessibility. The City of Arvada is excited to participate in the Adams County Comprehensive Safety Action Plan. However, the safety study outcomes will be used for informational (i.e., process-oriented feedback from a collective effort) purposes and won't replace the outcomes (i.e., project identification/countermeasures and prioritization) from any studies conducted by the City of Arvada and won't replace any current Engineering Standards, Specifications and Policy adopted by the City of Arvada. Listed below are a few generalized guidelines or understandings:
 - The goals listed below in the Scope of Work section may directly apply to the City of Arvada's area in Adams County, not necessarily the entire City of Arvada.
 - The City of Arvada expects that the data (i.e., traffic safety and operational data) used in the Study and conclusions from this Study will be coordinated and shared with the Traffic Engineer Manager before use for the Study.
 - The TSP process conducted Citywide comprehensive public outreach efforts to receive citizens' feedback to craft the TSP. The City of Arvada expects that this safety study will use the feedback received from the TSP effort, and additional citywide public outreach efforts will not be conducted. The aim is to avoid creating confusion in the community and to preserve the engagement's momentum.
 - The City Council and Transportation Advisory Group won't participate in the Study. The City of Arvada doesn't expect the regional safety study outcomes to be presented to the council for adoption.
 - The outcomes of the TSP will be available for use in Adams County Comprehensive Safety Action Plan study.

Scope of Work

The Consultant is to present a proposal that outlines how the following project goals and tasks will be accomplished.

Goals

- Make all participating jurisdictions eligible for implementation funding through the Federal Highway's Safe Streets for All grant program by the year 2026.
- Produce a prioritized list of safety improvement projects for each participating jurisdiction that is impactful, defensible, and implementable.
- Improve roadway safety for all users.
- Be flexible and adaptable to the unique desires and capacities of each participating jurisdiction.
- Demonstrate a unified vision of equitable traffic safety in the inclusive Adams County region.
- Produce a methodology that is independently replicable by each participating jurisdiction to evaluate changing safety patterns and identify additional safety improvement project in future years.

Tasks

1. Research Synthesis

Much effort has already been expended by most, if not all, of the participating jurisdictions in addressing the goals of this project directly or indirectly through partnerships with other agencies. This can be seen in the traffic safety sections of various existing planning documents such as comprehensive plans, transportation master plans, and local area/subarea plans, as well as specific traffic safety focused documents such as corridor specific and regional traffic safety assessments. The consultant shall therefore conduct the following work:

a. Document Collection

Documents that are both publicly available and available to internal staff shall be compiled. Internal documents may be obtained through direct communication with staff from participating jurisdictions or their partners and used as per the terms agreed upon with said staff. The consultant should be aware that several participating jurisdictions may be currently undertaking similar efforts and should coordinate and collaborate the efforts of this studies with these other similar efforts.

b. Document Validation

The consultant shall assess the quality and applicability of each document collected. The term "quality" refers to a subjective review of the traffic safety assessment methodology used within each document in comparison to current best practices (i.e. to what degree was crash data collected and analyzed, were Safe System Approaches discussed or employed, etc.). The term "applicability" refers to an assessment of the age of the document and if current infrastructure and general traffic patterns align with previous conclusions (i.e. is the document 20 years old in an area of high growth, are certain resolutions already constructed, etc.).

c. Document Distillation

The consultant shall briefly summarize the conclusions of each valid document. These summaries are intended to be accessible to all, regardless of education or industry

expertise. They are also intended to be included in subsequent project identification and prioritization tasks.

2. Crash Data Analysis

a. Crash Data Collection

The Consultant shall collect crash data for the years 2018 through 2022 for the inclusive Adams County region. To the extent practical, the consultant is encouraged to use uniform and currently geocoded data sources. Should such data not be available within a participating jurisdiction, the Consultant shall make reasonable efforts to obtain the non-uniform data from the participating agency and attempt to align this data with the remaining uniform dataset.

b. Crash Data Analysis

The Consultant shall analyze the collected crash data in a manner consistent with the Highway Safety Manual. Analysis may but does not have to include geospatial hot spot determinations, crash pattern identifications, evaluations utilizing safety performance functions, and identification of high injury networks. Analysis shall also specifically identify crashes involving vulnerable road users but shall not be the sole focus. Analysis shall consider the effects of various outcomes and recommendations when considering variables including but not limited to transportation equity and insecurity, vulnerable road users, and the effects of the state highway transportation network.

Note 1: It should be noted that additional traffic and roadway collection efforts such as traffic counts and descriptive roadway features (number of lanes, divided/undivided, etc.) are not anticipated for this study. The consultant is encouraged to use existing datasets for such information to conduct their analysis.

Note 2: When analyzing crash and traffic data, the consultant shall first assess the effects the COVID-19 pandemic may have had. The consultant shall make all reasonable efforts to note how this data may have been effected by the pandemic and whether conclusions gleaned from this data can be deemed reasonable.

Note 3: Through the research synthesis effort above, the consultant shall first assess whether each participating jurisdiction has recently conducted similar crash data analysis for similar time periods (+/- 1-2 years). If similar analysis has recently been conducted and is deemed sound, the consultant may use the results of this previous analysis instead of conducting new analysis.

3. Public Engagement

The Consultant shall gather and summarize public input related to traffic safety in the inclusive Adams County region. For the purposes of this project, it is strongly encouraged that the public engagement plan utilizes existing outreach and engagement efforts where possible to minimize the overall burden on the public (i.e. survey fatigue). The public engagement plan shall also be flexible to accommodate the specific needs of each participating jurisdiction.

4. Project Identification, Prioritization, and Timing

The Consultant shall utilize, at a minimum, the results of the research synthesis, crash data analysis, and public engagement results to identify a list of traffic safety improvement needs for each participating jurisdiction. The identified traffic safety improvement needs shall include

improvements that can address separate crash patterns of each mode of travel (vehicular, pedestrian, bicycle). The Consultant shall then determine appropriate countermeasures which can address these needs. It is important to note that participating jurisdictions may have more or less appetite for or ability to implement various countermeasures than others. Therefore, the countermeasures selected shall be tailored to the desires and capabilities of each participating jurisdiction. Each list of traffic safety improvement needs, corresponding countermeasures, and quantitative or qualitative benefit-cost ratios shall then be prioritized in a method developed by the Consultant and agreed upon by each participating agency. Anticipated and practical time ranges to complete these traffic safety improvements shall also be provided.

5. Goal Setting

The Consultant shall utilize industry best practices to set practical and attainable goals in crash reductions for each participating jurisdiction. The Consultant shall create brief explanations of how these goals were developed which are intended to aid in obtaining buy in from representatives (councils, boards, executive staff, etc.) from each participating jurisdiction.

6. Assessment of Standards, Policies, and Guidelines

For each participating jurisdiction, the Consultant shall assess current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety and a discussion of implementation through the adoptions of revised new policies, guidelines, and/or standards.

Work Duration

A Notice of Award (NOA) with a corresponding Purchase Order (PO) is issued by the County Purchasing Department to begin work commencement. A written Notice To Proceed (NTP) will be issued by the County with the corresponding fully executed agreement.

The County anticipates that this scope of work will be completed within two (2) years after the NTP, including time for review and approval by the County and all stakeholders. The Consultant's proposed schedule for this design project should incorporate the County's anticipated schedule. (The actual term of this project will be agreed upon in the contract.)

Project Funding

This is a federally funded project through the Colorado Department of Transportation via the Denver Regional Council of Governments (DRCOG) amended FY 2024-2027 Transportation Improvement Plan. Adams County will provide direct payment to the Consultant. **The DBE Goal for this project is: 5%.**

Consultant(s) Responsibilities and Duties

The Consultant(s) is responsible for developing, executing, and documenting a study that accomplishes the project goals and tasks. The Consultant(s) shall be prepared for the following duties:

- Provide a full time Project Manager and project team that will be capable of providing project deliverables
- Attend and participate in project meetings
- Facilitate public outreach meetings

- Facilitate presentations to elected officials
- Attend site meetings and site visits (if needed)
- Meet all project milestones
- Provide final documentation of all work completed in the study, abbreviated in nature and suitable for public consumption.

Progress Payments

The Consultant(s) will be paid monthly, based on work completed. Payment will be contingent on completion of the work in a manner acceptable to the County and for the specified pay period. All contract work will be subject to approval by the County prior to payment. Payment approval will be withheld on all unsatisfactory work by the County. All such work shall be corrected without additional cost to the County.