

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF WESTMINSTER AND ADAMS COUNTY REGARDING THE
RESURFACING OF LOWELL BOULEVARD – 68TH AVE TO 72ND AVE**

This INTERGOVERNMENTAL AGREEMENT REGARDING THE RESURFACING OF LOWELL BOULEVARD (the “Agreement”) is made and entered into effective this 1st day of April, 2019, by and among the CITY OF WESTMINSTER, a Colorado home rule municipality whose principal business address is 4800 West 92nd Avenue, Westminster, Colorado 80031 (“Westminster”), and the COUNTY OF ADAMS, a body politic and corporate of the State of Colorado whose principal business address is 4330 South Adams County Parkway, 5th Floor – Suite C5000A, Brighton, Colorado 80601-8218 (the “County”). Both the City and the County are referred to herein as either the singular “Party” or the plural “Parties.”

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Section 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, Westminster desires to contract for the resurfacing of Lowell Boulevard, from 72nd Avenue south to 68th Avenue; and

WHEREAS, Westminster is responsible for maintaining and repairing those portions of Lowell Boulevard situated within Westminster; and

WHEREAS, the County is responsible for maintaining and repairing those portions of Lowell Boulevard situated within Adams County; and

WHEREAS, Westminster is willing to include the County’s portion of Lowell Boulevard in the same contract as Westminster will be entering into for those street improvements located within Westminster; and

WHEREAS, Westminster has requested, and the County is agreeable, that the County reimburse the Westminster on a proportionate share basis the County’s portion of the cost for that portion of Lowell Boulevard located within the County’s jurisdiction; and

WHEREAS, estimates of the construction costs for the portion of the Project located within the County's jurisdiction are identified in EXHIBIT A, attached hereto and incorporated herein by this reference; and

WHEREAS, the proportionate cost share of the Project shall be based on the proportionate share areas within each respective jurisdiction, and

WHEREAS, the costs identified in EXHIBIT A are estimates for the total cost of the Project to be done within the County's jurisdiction, and each Party shall be responsible for its share of the actual, in-place costs of the Project (the “Actual Project Costs”); and

WHEREAS, a 10% contingency has been applied to each item to accommodate the possibility of over-running estimated quantities, and a 10% contingency has been added to the overall budget for use toward change orders or minor contract revisions to accommodate issues that arise during construction.

NOW, THEREFORE, in consideration for the making and performance of the mutual promises and covenants contained herein the parties agree as follows:

1.0 SCOPE OF WORK

- 1.1 Westminster shall perform street resurfacing to Lowell Boulevard, from West 68th Avenue, to West 72nd Avenue. This resurfacing will be performed on that portion of Lowell Boulevard located in Westminster and on 3,480 square yards of pavement presently located within Unincorporated Adams County, as shown on attached Exhibit "B". It is agreed that this resurfacing shall include improvements to Lowell Boulevard located in Adams County consisting of a 2 inch mill and overlay, restriping of the roadway and the replacement of all traffic markings. The work shall be secured by payment and performance bonds and warranted for a period of one year.

- 2.0 **TERM.** Adams County shall pay Westminster an amount \$50,926.64. Westminster shall send an invoice to Adams County, with the quantities and unit prices, and Adams County shall pay Westminster within 30 days of receipt of the invoice.

3.0 PROJECT MANAGER

- 3.1 Westminster's project manager for the project is Kurt Muehlemeyer, Pavement Management Coordinator, Department of Public Works and Utilities, Street Operations Division.
- 3.2 Adams County's project manager for the Project is Jennifer Shi, Senior Transportation Engineer, Public Works Department.
- 3.3 The project managers from both Westminster and Adams County shall be the primary points of contact for questions and inquiries about the Project, and shall be responsible for reporting to their respective entities the progress of the Project, as well as any problems which might arise. Westminster and Adams County may change their designated project managers upon written notice to the other party. All notices given pursuant to this Agreement should be sent to the attention of the project manager of the party to whom the notice is being given.

- 4.0 **COOPERATION.** Westminster and Adams County hereby agree that, upon execution of this Agreement and commencement of the Project, they will cooperate with each other to the fullest extent in the scheduling of the work, supervision, and review when applicable to ensure the successful completion of the Project. Adams County may inspect the project but shall communicate to the Contractor through Westminster.

- 5.0 **WARRANTY.** The parties agree that any contracts awarded for the construction of the Project shall be warranted by the selected Contractor for a one (1) year period, and that surety be provided for enforcement of this warranty.

6.0 INSURANCE AND INDEMNIFICATION.

- 6.1 During the term of this Agreement, both parties shall maintain property and general liability insurance in commercially reasonable amounts, either or both

parties may meet this obligation through their membership in the insurance pool provided by the Colorado Intergovernmental Risk Sharing Agency(CIRSA), to insure them from claims arising from the Project.

- 6.2 Westminster shall require that all contractors, subcontractors, and independent contractors employed by Westminster for the Project maintain property, general liability and statutory worker's compensation insurance in such amounts as to insure Westminster, and Adams County as an additional insured, to the statutory limits of their liability.
- 6.3 Westminster shall require that the selected Contractor for the Project and its subcontractors indemnify, defend and hold harmless Adams County and Westminster, and their respective Mayors, Councillors, Commissioners, officials, and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities of, by or with respect to third parties to the extent they arise, or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional misconduct or negligent acts or omissions of the selected Contractor, the selected Contractor's subcontractors, suppliers, and/or employees in connection with work on the Project.
- 7.0 ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional action that is necessary to carry out this Agreement.
- 8.0 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 9.0 FORCE MAJEURE.** Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control and such party.
- 10.0 BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representative, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 11.0 EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.
- 12.0 NOTICES.** 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 project manager as referenced in paragraph 3.0 above at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States mail.

- 13.0 PARAGRAPH CAPTIONS.** 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.
- 14.0 INTEGRATION AND AMENDMENT.** 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. If any other provision of the Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
- 15.0 DEFAULT.** Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, maybe terminated by the nondefaulting party, in which case, the nondefaulting party may recover such damages as may be proper. If the nondefaulting party elects to treat this Agreement as being in full force and effect, the nondefaulting party shall have the right to an action for specific performance or damage or both.
- 16.0 WAIVER OF BREACH.** A waiver by any party to the Agreement of the breach of any term or provision of this Agreement shall no operate or be construed as a waiver of any subsequent breach by either party.
- 17.0 ATTORNEY'S FEES.** If any party breaches this Agreement, the breaching party shall pay all of the prevailing party's reasonable attorney's fees and costs in enforcing this Agreement.
- 18.0 GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Adams County, Colorado.
- 19.0 GOVERNMENTAL IMMUNITIES.**
- 19.1 The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by either party of any rights or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., *et seq.*)
- 19.2 Adams County and Westminster agree that in the event any claim or suit is brought against either or both parties by any third party as a result of the operation of this Agreement that both parties will cooperate with each other, and with the insuring entities of both parties, in defending such claim or suit.
- 20.0 ILLEGAL ALIENS-PUBLIC CONTRACTS FOR SERVICES.** Westminster shall require that the selected Contractor for the Project and its subcontractors are in compliance with CRS §8-17.5-101 *et seq.*

In Witness Whereof, the parties hereto have caused this agreement to be executed on the day and year first above written.

CITY OF WESTMINSTER

A Colorado home rule municipality

DocuSigned by:

Donald M. Tripp

30FE61DC48E24DF...

_____, City Manager
4800 West 92nd Avenue
Westminster, Colorado 80031

ATTEST:

DocuSigned by:

Michelle Parker

B9FCF2C5C958442...

DocuSigned by:



APPROVED AS TO FORM:

DocuSigned by:

David Frankel

F4D762011192492...

**BOARD OF COUNTY COMMISSIONERS ADAMS
COUNTY, COLORADO**

By: Steven J. O'Dorisio, Chair

ATTEST:

Deputy Clerk

APPROVED AS TO FORM:

County Attorney

Date of Approval: _____

Exhibit “A” Resurfacing of Lowell Boulevard**Adams County’s Portion 3,480 Square Yards of Pavement Resurfacing**

Lowell Blvd	68th Avenue	69th Avenue	Est. Unit Price	Extension
Removal of Asphalt Mat (2"Full width Planing)	3,480	Sq Yards	\$ 2.40	\$ 8,352.00
HMA GR SX (75) PG 64-22 (25% RAP)	385	Tons	\$ 73.58	\$ 28,328.30
Adjust MH	2	Each	\$ 69.96	\$ 139.92
Adjust Valve Box	8	Each	\$ 40.81	\$ 326.48
Traffic Control (Arterial)	2	Day	\$ 2,157.10	\$ 4,314.20
Temporary Striping (Waterborne)	16.4	Gal	\$ 109.60	\$ 1,797.44
Lane Lines Epoxy Paint(White & Yellow)	8.2	Gal	\$ 164.41	\$ 1,348.16
Thermoplastic Crosswalks (2' x 8')	160	Sq Feet	\$ 17.02	\$ 2,723.20
Thermoplastic Turn Arrows	6	Each	\$ 413.93	\$ 2,483.58
Thermoplastic Stop Bars	68	Sq Feet	\$ 17.02	\$ 1,157.36
				\$ 50,925.64

Exhibit B
IGA with the City of Westminster and Adams County
Regarding the Resurfacing of Lowell Boulevard



Certificate Of Completion

Envelope Id: 7F6139A551AD43CC9F91D4807E923DF2

Status: Completed

Subject: Please DocuSign: IGA between COW and ADCO for Lowell Resurfacing

DocuSignDocumentType: Contract

AccelaSRNumber: CAO-19-00040

DateOfContract: 4/1/19

Source Envelope:

Document Pages: 7

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 0

City of Westminster

AutoNav: Enabled

Stamps: 1

4800 West 92nd Avenue

Envelopeld Stamping: Enabled

Westminster, CO 80031

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

westminsterdocusign@cityofwestminster.us

IP Address: 50.243.140.70

Record Tracking

Status: Original

Holder: City of Westminster

Location: DocuSign

2/13/2019 2:50:49 PM

bcinkosk@cityofwestminster.us

Signer Events

Scott Jacobs

sjacobs@CityofWestminster.us

Legal Assistant

City of Westminster

Signing Group: CAO Staff Review

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

Completed

Using IP Address: 50.243.140.70

Timestamp

Sent: 2/13/2019 2:50:50 PM

Viewed: 2/13/2019 2:55:23 PM

Signed: 2/13/2019 2:56:15 PM

David Frankel

dfrankel@cityofwestminster.us

City Attorney

City of Westminster

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

DocuSigned by:
David Frankel
F4D762011192492...

Signature Adoption: Pre-selected Style

Using IP Address: 50.243.140.70

Sent: 2/13/2019 2:56:16 PM

Viewed: 2/13/2019 5:48:09 PM

Signed: 2/13/2019 5:49:08 PM

Dave Cantu

dcantu@cityofwestminster.us

Street Operations Manager

City of Westminster

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Completed

Using IP Address: 50.243.140.70

Sent: 2/13/2019 5:49:10 PM

Viewed: 2/14/2019 7:22:02 AM

Signed: 2/14/2019 11:30:40 AM

Max Kirschbaum

mkirschb@CityofWestminster.us

Public Works & Util Director

City of Westminster

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 3/22/2016 3:51:19 PM
ID: b5222fa6-8d5a-49a2-9f69-d0502b16699c




Completed

Using IP Address: 50.243.140.70

Sent: 2/14/2019 11:30:41 AM

Viewed: 2/16/2019 10:01:49 AM

Signed: 2/16/2019 10:04:20 AM

Signer Events	Signature	Timestamp
<p>Jody Andrews jandrews@cityofwestminster.us Deputy City Manager City of Westminster Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 50.243.140.70</p>	<p>Sent: 2/16/2019 10:04:22 AM Viewed: 2/19/2019 1:32:20 PM Signed: 2/19/2019 1:35:37 PM</p>
<p>Donald M. Tripp dtripp@cityofwestminster.us City Manager City of Westminster Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/29/2016 8:54:21 AM ID: 53adecf9-5f85-483c-b72d-52caa81439ac</p>	<p> Signature Adoption: Pre-selected Style Using IP Address: 50.243.140.70</p>	<p>Sent: 2/19/2019 1:35:40 PM Viewed: 2/21/2019 8:19:55 AM Signed: 2/21/2019 8:20:02 AM</p>
<p>Michelle Parker mparker@cityofwestminster.us City Clerk City of Westminster Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>  Signature Adoption: Uploaded Signature Image Using IP Address: 50.243.140.70</p>	<p>Sent: 2/21/2019 8:20:03 AM Viewed: 2/21/2019 9:00:40 AM Signed: 2/21/2019 9:00:53 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Barb Cinkosky bcinkosk@cityofwestminster.us Street Projects Specialist City of Westminster Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>COPIED</p>	<p>Sent: 2/13/2019 2:50:49 PM Viewed: 2/13/2019 2:50:49 PM Signed: 2/13/2019 2:50:49 PM</p>
<p>Jackie Bowers jbowers@cityofwestminster.us Executive Assistant City of Westminster Security Level: Email, Account Authentication (None)</p>	<p>COPIED</p>	<p>Sent: 2/16/2019 10:04:22 AM Viewed: 2/19/2019 10:21:34 AM</p>

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kodi Erb
kerb@cityofwestminster.us
Security Level: Email, Account Authentication
(None)



Sent: 2/19/2019 1:35:39 PM
Viewed: 2/19/2019 1:47:58 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/21/2019 8:20:03 AM
Certified Delivered	Security Checked	2/21/2019 9:00:40 AM
Signing Complete	Security Checked	2/21/2019 9:00:53 AM
Completed	Security Checked	2/21/2019 9:00:53 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Westminster:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: WestminsterDocuSign@cityofwestminster.us

To advise City of Westminster of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at tmccabe@cityofwestminster.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Westminster

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to

WestminsterDocuSign@cityofwestminster.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Westminster

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
 - ii. send us an e-mail to WestminsterDocuSign@cityofwestminster.us and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.
- . The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Westminster as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Westminster during the course of my relationship with you.