

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF WESTMINSTER AND ADAMS COUNTY REGARDING THE  
RESURFACING OF 84TH AVENUE AND ZUNI STREET INTERSECTION**

This INTERGOVERNMENTAL AGREEMENT REGARDING THE RESURFACING OF 84<sup>TH</sup> AVENUE AND ZUNI STREET INTERSECTION (the "Agreement") is made and entered into effective this 15th day of January 2020, by and among the County of Adams, a body politic and corporate of the State of Colorado whose principal business address is 4330 South Adams County Parkway, 5<sup>th</sup> Floor -- Suite C5000A, Brighton, Colorado 80601-8218 (the "County"), and the City of Westminster, a Colorado home rule municipality whose principal business address is 4800 West 92<sup>nd</sup> Avenue, Westminster, Colorado 80031 ("City"). 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, the County will be resurfacing 84<sup>th</sup> Avenue from Zuni Street to Greenwood Boulevard with the County's 2020 Street Paving Program (the "Program"), portions are within the City's jurisdiction, as shown in EXHIBIT A, attached hereto and incorporated herein by this reference; and

WHEREAS, as part of the Program, the County will mill 2-inch asphalt pavement, overlay 2 ½ -inch stone matrix asphalt pavement; repair damaged curbs, gutters, sidewalks; and install ADA curb ramps on 84<sup>th</sup> Avenue between Zuni Street and Pecos Street; and

WHEREAS, the County has requested, and the City is agreeable, that the City reimburse the County based on the City's portion of the cost for that portion of the Program located within the City's jurisdiction; and

WHEREAS, construction quantities and costs for the portion of the Program located within the City's jurisdiction are identified in EXHIBIT B, attached hereto and incorporated herein by this reference; and

WHEREAS, the costs identified in EXHIBIT B are estimates within the City's jurisdiction; 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. AGREEMENT**

Subject to the terms and conditions set forth in this IGA, including the recitals set forth above, which are hereby incorporated into this Agreement by this reference, the Parties hereby agree to contribute to the actual Program costs.

**2. CITY CONTRIBUTION - PAYMENTS**

a. The City shall pay the County based on the City's portion of the actual cost incurred by the County for work performed within the City's jurisdiction. The location of the work

to be performed within the City's jurisdiction is identified in the map attached hereto and incorporated herein as Exhibit A. An estimate of the expenditures for the City's contribution is thirty nine thousand and one hundred seventy-four dollars and sixteen cents (\$39,174.16), as set forth in Exhibit B, attached hereto and incorporated herein by this reference. Upon completion of the Program, the County shall send an invoice to the City, with approved quantities and unit prices, and the City shall pay the County within thirty (30) days of receipt of the invoice.

b. In the event the City objects to a change in quantities in the field, or a contract revision, the Parties shall meet to reach agreement on the amount of the City's contribution.

c. If the Parties fail to reach such agreement at said meeting, the City shall provide its written objection to the County within five (5) days after the meeting for final consideration. If no agreement is reached within thirty (30) days of the date of the City's written objection, the Parties agree to submit to non-binding mediation in accordance with Colorado law.

### **3. AUTHORITY TO MANAGE, ENGINEER, ADVERTISE, CONTRACT, CONSTRUCT AND INSPECT**

a. The City hereby authorizes the County to manage, advertise, contract, construct and inspect the Program, including those portions of the Program within the City's jurisdiction; provided, however, prior to construction, the County's contractor shall obtain a City Right-of-Way Permit for any work conducted within the City's jurisdiction. Subject to the foregoing, the County shall have full control over all aspects of the management, advertisement, contracting, construction and inspection for the Program until construction has been completed. Once construction has been completed, each Party shall be responsible to maintain the portions of the Program lying within their respective jurisdictions.

b. The City shall provide engineering on the curb ramp design and guidance for constructing new curb ramps at specified location on the Exhibit C. The City may inspect those portions of the Program within the City's jurisdiction at any time prior to completion and again upon notice of completion from the County. The City may inspect those portions of the Program within the City's jurisdiction during construction, subject to the Program's safety program. Reasonable changes identified by the City will be discussed with the County for evaluation and the possibility of incorporation into the Program. Any such changes shall be at the County's sole discretion; provided, however, that any changes mandated by the City's Standards and Specifications for Public Improvements shall be compulsory for those portions of the Program within the City's jurisdiction.

### **4. COOPERATION**

The City and the County hereby agree that, upon execution of this Agreement and commencement of the Program, the Parties 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 Program. The City may inspect those portions of the Program within the City's jurisdiction but shall communicate to the Contractor through the County. The County agrees to use its best efforts to complete all work contemplated by this Agreement by November 30, 2020.

### **5. WARRANTY**

The Parties agree that any contracts awarded for the construction of the Program shall be covered by warranty provided by the selected contractor for a one (1) year period from the date of completion and acceptance of the work by the County, and that surety shall be provided by the selected contractor for enforcement of this warranty.

## **6. INSURANCE AND INDEMNIFICATION**

a. During the term of this Agreement, the Parties shall maintain property and general liability insurance in commercially reasonable amounts. Both Parties may meet this obligation through their membership in the insurance pool provided by the Colorado Intergovernmental Risk Sharing Agency (CIRSA).

b. The County shall require that all contractors, subcontractors, and independent contractors employed by the County for the Program maintain property, general liability and statutory worker's compensation insurance in such amounts as to insure both the County and the City as an additional insured, to the statutory limits of their liability. The County shall require that all contractors, subcontractors, and independent contractors employed by the County for the Program name the City as an additional insured on said policies to the same extent and degree and with all the same rights and privileges as the County.

c. The County shall require that all contractors, subcontractors, and independent contractors employed by the County for the Program shall indemnify, defend and hold harmless the County and the City, and their respective 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 Program.

## **7. ADDITIONAL DOCUMENTS OR ACTION**

The Parties agree to execute any additional documents or to take such additional action as may be necessary to carry out this Agreement.

## **8. ASSIGNMENT**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

## **9. FORCE MAJEURE**

Any delays in or failure of performance by any Party of 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. 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. EXHIBITS**

All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

## **12. NOTICES**

Written notices required under this IGA and formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand-delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the City:

Barb Cinkosky  
Street Projects Specialist  
City of Westminster  
Public Works & Utilities  
6575 W. 88<sup>th</sup> Avenue  
Westminster, Co 80031

If to the County:

Jennifer W. Shi, PE  
Senior Transportation Engineer,  
Public Works Department  
Adams County  
4430 South Adams County Parkway, 1st Floor – Suite W2000B  
Brighton, CO 80601-8218

### **13. 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. 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. 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. WAIVER OF BREACH**

A waiver by any Party to the Agreement of the 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.

### **17. 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.

**18. GOVERNMENTAL IMMUNITIES**

a. 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.*)

b. The County and the City 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.

**19. ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES**

The County shall require that the selected Contractor for the Program and its subcontractors are in compliance with CRS §8-17.5-101, *et seq.*

[The remainder of this page intentionally left blank. Signature page(s) follow(s).]

**CITY OF WESTMINSTER**  
A Colorado municipal corporation

DocuSigned by:  
By: Max Kirschbaum  
59330DBBF0B7466...

Printed Name: Max Kirschbaum

Title: Public Works & Util Director

4800 West 92<sup>nd</sup> Avenue  
Westminster, Colorado 80031

ATTEST:

DocuSigned by:

Michelle Parker  
Deputy Clerk

DocuSigned by:



APPROVED AS TO FORM:

DocuSigned by:  
Matthew Munch  
County Attorney

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

By: Chairman of the Board

ATTEST:

Deputy Clerk

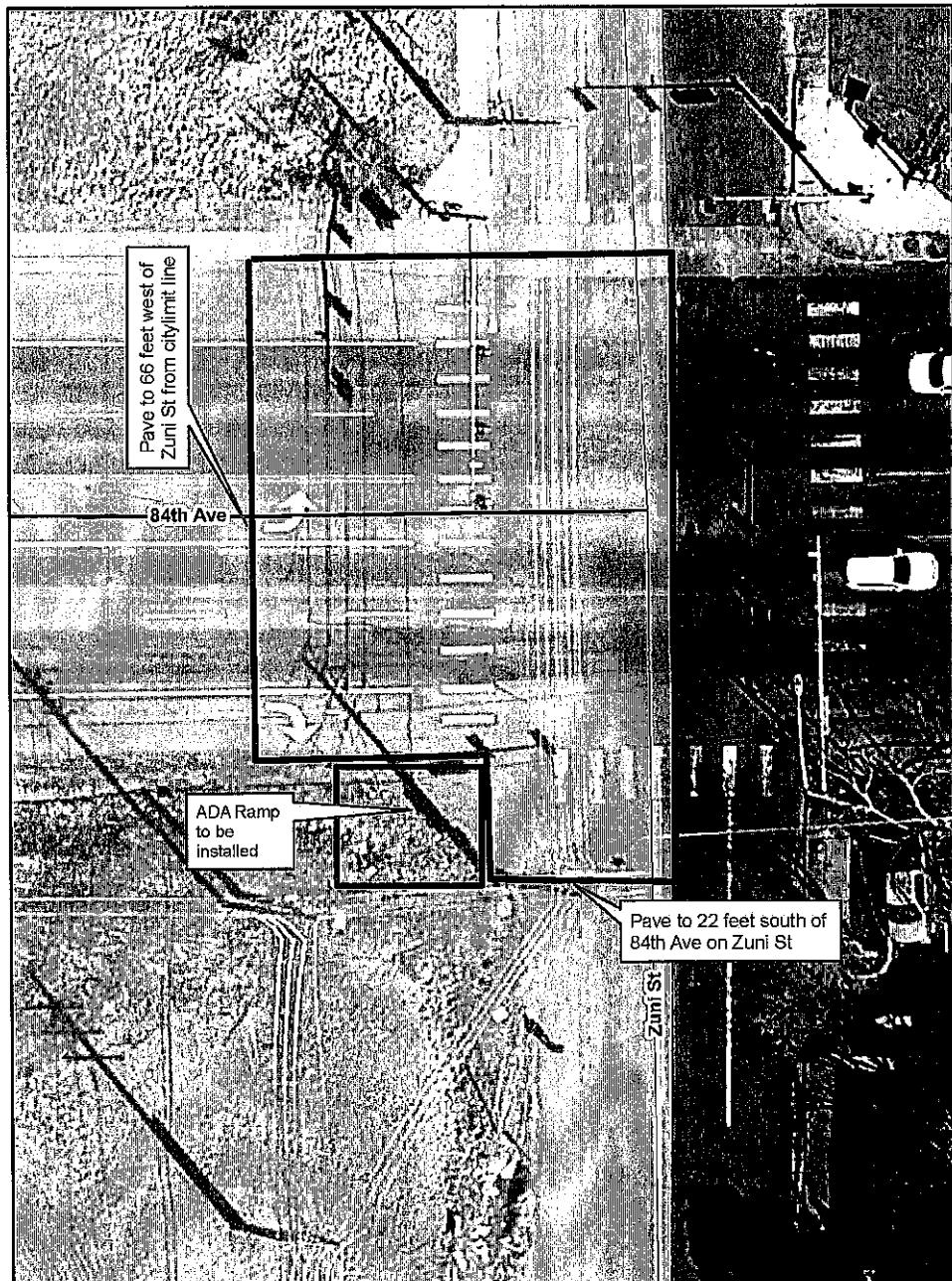
APPROVED AS TO FORM:

D. East  
County Attorney

Date of Approval: \_\_\_\_\_

**EXHIBIT A**  
**CITY OF WESTMINSTER PAVING LOCATIONS**  
**WITH ADA RAMP LOCATION AND SPECIFICATIONS**

**Exhibit A**  
Westminster Proposed Paving - 84th Avenue and Zuni Street



**Legend**

**City**

Westminster City Limit

0    0.002    0.004    0.008 Miles



**EXHIBIT B**  
**WESTMINSTER'S PORTION ONLY FEE SCHEDULE**

**Exhibit B -Quantities and Cost Estimate**

**Schedule A**

1/8/2020

LINE ITEM	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	EST. BID QUANT.	UNIT BID PRICE	AMOUNT BID
01	202-00220	REMOVAL OF ASPHALT MAT	SY	158	\$4.60	\$726.80
02	202-00240	REMOVAL OF ASPHALT MAT (PLANING)	SY	673	\$1.75	\$1,177.75
03	210-04010	ADJUST MANHOLE	EA	2	\$65.00	\$130.00
04	210-04050	ADJUST VALVE BOX	EA	1	\$450.00	\$450.00
05	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	70	\$85.00	\$5,950.00
06	403-09210	STONE MATRIX ASPHALT	TON	114	\$95.00	\$10,830.00
07	608-000101	CONCRETE CURB RAMP (Special)	SY	20	\$115.00	\$2,300.00
08	625-00001	CONSTRUCTION SURVEYING	HR	4	\$200.00	\$800.00
09	626-00000	MOBILIZATION	IS	1	\$1,200.00	\$1,200.00
10	627-00005	EPOXY PAVEMENT MARKING PAINT	GAL	6	\$75.85	\$455.10
11	627-00011	PAVEMENT MARKING PAINT (WATERBORNE)	GAL	81	\$27.09	\$2,194.29
12	627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP LINE)	SF	140	\$15.71	\$2,199.40
13	629-01050	MONUMENT BOX	EA	1	\$220.44	\$220.44
14	630-00000	FLAGGING	HR	160	\$28.00	\$4,480.00
15	630-00007	TRAFFIC CONTROL INSPECTION	DAY	5	\$160.00	\$800.00
16	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	1	\$790.00	\$790.00
					<b>Sub-total</b>	<b>\$34,703.78</b>
					<b>10% Contingency</b>	<b>\$3,470.38</b>
17	700-70016	FUEL COST ADJUSTMENT	FA	1	\$1,000.00	\$1,000.00
					<b>Sub-total</b>	<b>\$1,000.00</b>
					<b>TOTAL</b>	<b>\$39,174.16</b>

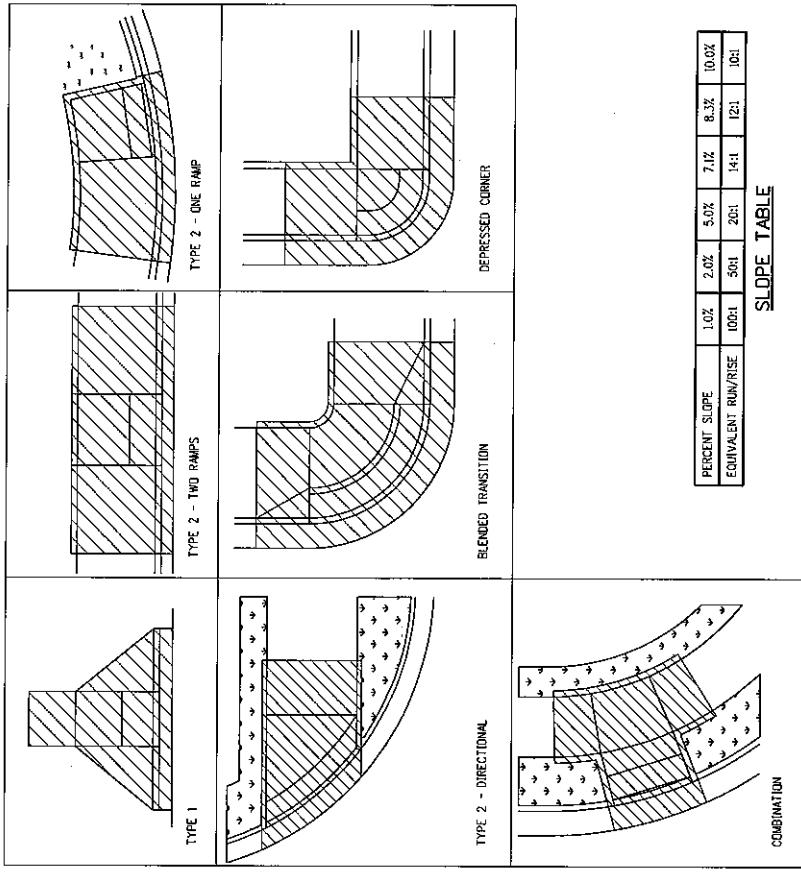
**ADA CURB RAMP SPECIFICATIONS**

**Use CDOT Type 2 Ramp Small Radius Curb Ramp with detectable warning surface placement**

**CDOT Standard Plan No. M-608-1, page 5 Small Radius & page 9 Directional Ramp**

**CURB RAMP GENERAL NOTES:**

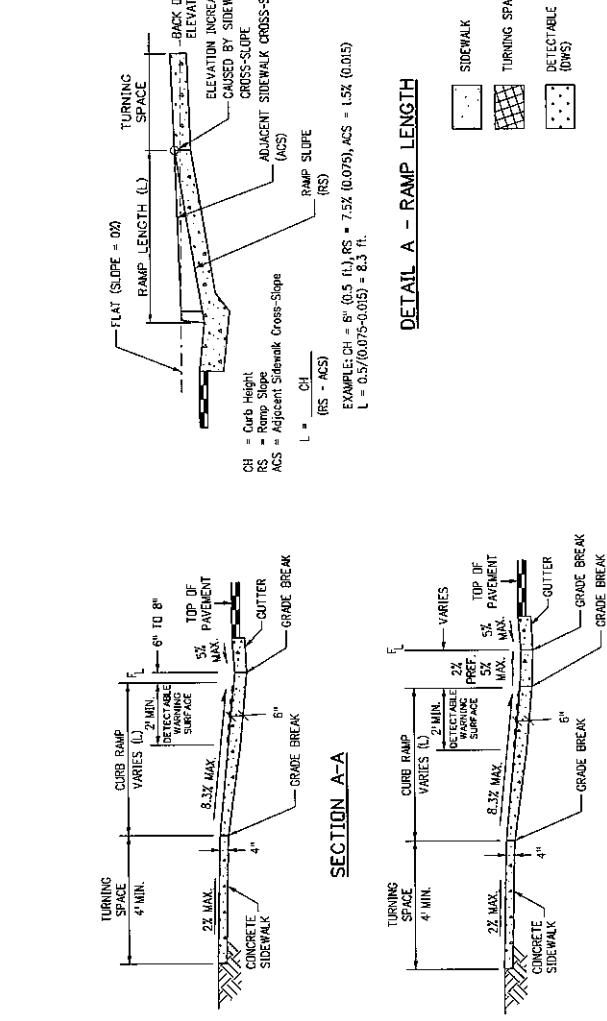
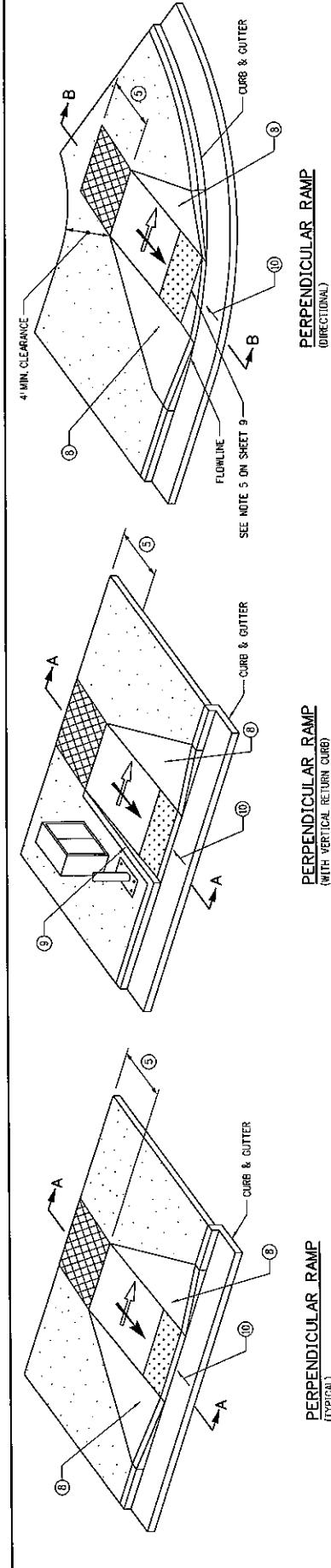
- (1) IN NEW CONSTRUCTION OR FULL-DEPTH RECONSTRUCTION, PROVIDE A SEPARATE CURB RAMP FOR EACH MARKED OR UNMARKED PEDESTRIAN STREET CROSSING, A SINGLE DIAGONAL RAMP (ON THE APEX) SHALL BE PERMITTED TO SERVE BOTH PEDESTRIAN STREET CROSSINGS. THE USE OF A SINGLE DIAGONAL RAMP SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION. DIAGONAL RAMPS ARE NOT ACCEPTABLE IN NEW CONSTRUCTION OR FULL-DEPTH RECONSTRUCTION.
- (2) ALTERATIONS ARE DEFINED AS CHANGES TO AN EXISTING HIGHWAY THAT AFFECT PEDESTRIAN ACCESS, CIRCULATION, OR USE. ALTERATIONS INCLUDE, BUT ARE NOT LIMITED TO, RESURFACING, REHABILITATION, RECONSTRUCTION, CURB RAMP RETROFITS, HISTORIC RESTORATION, OR CHANGES OR REARRANGEMENT TO STRUCTURAL PARTS OR ELEMENTS OF A PEDESTRIAN FACILITY.
- (3) A WALL SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP OR TURNING SPACE, WITHOUT RAISED OBSTACLES, THAT COULD BE MISLEADINGLY TRAVELED BY A USER WHO IS VISUALLY IMPAIRED.
- (4) IN ALTERATIONS, WHERE AN EXISTING PHYSICAL CONSTRAINT PREVENTS PROVIDING A SEPARATE CURB RAMP FOR EACH PEDESTRIAN STREET CROSSING, A SINGLE DIAGONAL RAMP (ON THE APEX) SHALL BE USED TO CLEAR THE PEDESTRIAN ACCESS ROUTE. CONSULT THE ENGINEER PRIOR TO CONSTRUCTION TO ENSURE THE WIDTH AND THICKNESS OF CURB RAMPS IS SUFFICIENT TO ACCOMMODATE SUCH EQUIPMENT.
- (5) DETECTABLE WARNING SURFACES (DWS) ARE INTENDED TO INDICATE THE BOUNDARY BETWEEN A PEDESTRIAN ROUTE AND VEHICULAR ROUTE WHERE THERE IS A FLUSH RATHER THAN CURBED CONNECTION. DWS ARE NOT INTENDED TO PROVIDE WAYFINDING. DWS SHALL BE PROVIDED AT THE FOLLOWING LOCATIONS;
1. CURB RAMPS, BLENDED TRANSITIONS, AND DEPRESSED CORNERS AT PEDESTRIAN STREET CROSSINGS;
  2. PEDESTRIAN RETRIMES, 16 FEET IN WIDTH OR GREATER;
  3. BOARDING PLATFORMS AT TRANSIT STOPS WHERE THE EDGE OF THE PLATFORM IS NOT PROTECTED TO PEDESTRIAN CROSS TRAFFIC; AND
  4. BOARDING AREAS AT SIDEWALK OR STREET TRANSIT STOPS WHERE THE AREA IS NOT PROTECTED TO PEDESTRIAN CROSS TRAFFIC.
- (6) DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH THE ADJACENT GUTTER, HIGHWAY, OR PEDESTRIAN ACCESS ROUTE SURFACE. EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT, FEDERAL YELLOW COLOR IS PREFERRED; HOWEVER, OTHER COLORS MAY BE USED IF APPROVED BY THE ENGINEER.
- (7) IN ALTERATIONS, TO AVOID CHASING GRADE INDEFINITELY ON STEEP ROADWAYS, A CURB RAMP LENGTH IS NOT REQUIRED TO EXCEED 15 FEET REGARDLESS OF THE RESULTING RAMP ROLLING SIDE.
- (8) ALL SLOPES ARE MEASURED WITH RESPECT TO A LEVEL PLANE.
- (9) DRAINAGE STRUCTURES, TRAFFIC SIGNAL EQUIPMENT, OR OTHER OBSTRUCTIONS SHALL NOT BE INSTALLED ON THE CURB RAMP, OR TURNING SPACE AREAS.
- (10) IN NEW CONSTRUCTION, FULL BOXES, METER BOXES, MAINTENANCE HOLE COVERS, VAULT LIDS, OR SWALE LIDS, SHALL NOT BE CONSTRUCTED WITHIN ANY PART OF CURB RAMP OR TURNING SPACE. IN ALTERATIONS, WHERE THESE ITEMS CANNOT BE RELOCATED OUTSIDE OF THE CURB RAMP OR TURNING SPACE, THEY MUST NOT CREATE A VERTICAL DISCONTINUITY GREATER THAN 1/2 INCH; ANY VERTICAL DISCONTINUITY BEWEEN 1/4 INCH AND 1/2 INCH SHALL BE BEVELLED WITH A SLOPE NOT STEeper THAN 1/24. THE BEVEL SHALL BE APPLIED ACROSS THE ENTIRE SURFACE DISCONTINUITY.
- (11) CONSTRUCTION OF ANY REQUIRED PEDESTRIAN CURB SHALL BE INCLUDED IN THE BID PRICE OF THE CONCRETE CURB RAMP AND WILL NOT BE PAID FOR SEPARATELY.
- (12) ALL CURB RAMP JOINTS AND GRADE BREAKS SHALL BE FLUSH (1/8 INCH). THE JOINT BETWEEN THE ROADWAY SURFACE AND THE GUTTER PAN SHALL BE FLUSH.
- (13) THE CIN RACTOR SHALL VERIFY REMOVAL LIMITS ARE SUFFICIENT TO PROVIDE POSITIVE DRAINAGE, MAINTAIN EXISTING DRAINAGE PATTERNS, AND AVOID PINNING IN THE FINAL CONFIGURATION.
- (14) FLARED SIDE SLOPES MAY EXCEED 10.0% ONLY WHERE THEY ADJACENT A NON-WALKABLE SURFACE, OR WHERE THE ADJACENT RAMP SURFACE IS BLOCKED TO PEDESTRIAN TRAFFIC.
- (15) THE CHANGE IN GRADE AT THE BOTTOM OF THE CURB RAMP SHALL NOT EXCEED AN ALGEBRAIC DIFFERENCE OF 13.33%. THE COUNTER SLOPE OF THE GUTTER AT THE FOOT OF A RAMP, TURNING SPACE, OR BLENDED TRANSITION SHALL NOT EXCEED 5.0%.
- (16) GRADE BREAKS AT THE TOP AND BOTTOM OF RAMP RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF THE RAMP RUN OR TURNING SPACE. SURFACE SURFACES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.
- (17) A BROOM FINISH, WITH SWEEPS PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAFFIC, SHALL BE APPLIED TO ALL RAMP AND TURNING SPACE SURFACES.
- (18) IN ALTERATIONS, WHERE A RAMP OR TURNING SPACE MUST BE TIED INTO AN EXISTING GRADE THAT CANNOT BE ALTERED, THE RAMP OR TURNING SPACE MAY BE WARPED TO TRANSITION TO THE REQUIRED CROSS SLOPE. THE TRANSITION TO THE REQUIRED CROSS SLOPE SHALL BE SPREAD EVENLY OVER THE LENGTH OF THE RAMP OR TURNING SPACE TO MINIMIZE THE DEGREE OF WARping. THE RATE OF CHANGE IN A RAMP OR TURNING SPACE SHALL NOT EXCEED 2% PER LINEAR FOOT.
- (19) DESIGN AND CONSTRUCT CURB RAMPS, TURNING SPACES, AND FLARE SLOPES WITH THE FLATTEST SLOPES POSSIBLE. THE SLOPES INDICATED IN THESE DETAILS SHOW THE MAXIMUM SLOPES ALLOWABLE. PREFERRED VALUES TO BE USED DURING DESIGN, LAYOUT, AND CONSTRUCTION ARE:
- RAMP RUNNING SLOPE, 1.5%
  - RAMP CROSS SLOPE, 1.5%
  - TURNING SPACE RUNNING SLOPE, 1.5%
  - TURNING SPACE CROSS SLOPE, 1.5%
  - FLARE SLOPE, 8.0-9.0%

**CURB RAMP PAY AREAS****GENERAL NOTES & PAY AREAS**

Computer File Information		Sheet Revisions		STANDARD PLAN NO.	
Creation Date: 07/31/19	Comments:	Date:	Comments:	M-608-1	
Designer Initials: JBK		CREO		CDOT HO 3rd Floor	
Last Modification Date: 07/31/19		CREO		Denver CO 80204	
Detailer Initials: LTA		CREO		Phone: 303-757-9021 FAX: 303-757-9868	
CA0 Ver.: MicroStation V8	Scale: Not to Scale	Units: English	JBK	Project Development Branch	Issued by the Project Development Branch: July 31, 2019

SLOPE TABLE					
PERCENT SLOPE	1.0%	2.0%	5.0%	7.1%	8.3% 10.0%
EQUIVALENT RISE/RUN	10:1	50:1	20:1	14:1	12:1 10:1

Project Sheet Number:

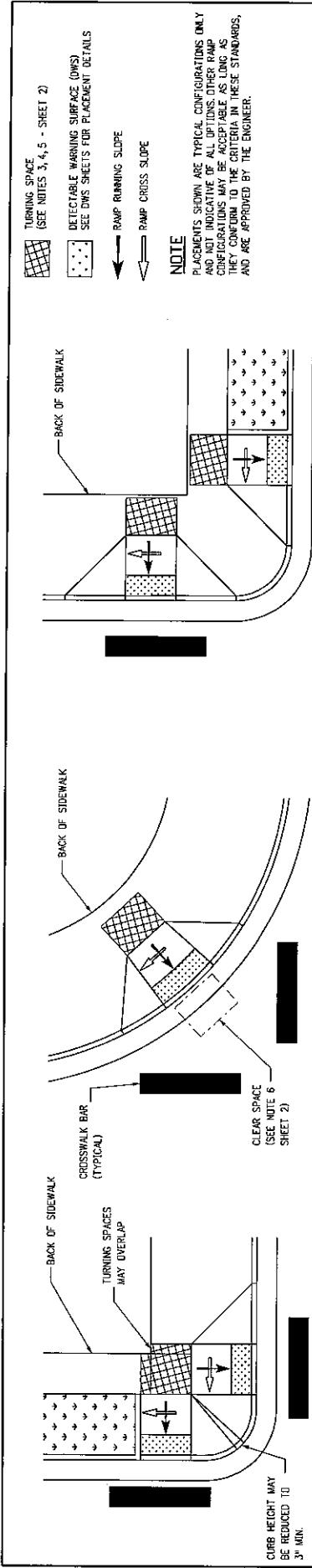


### PERPENDICULAR RAMP NOTES

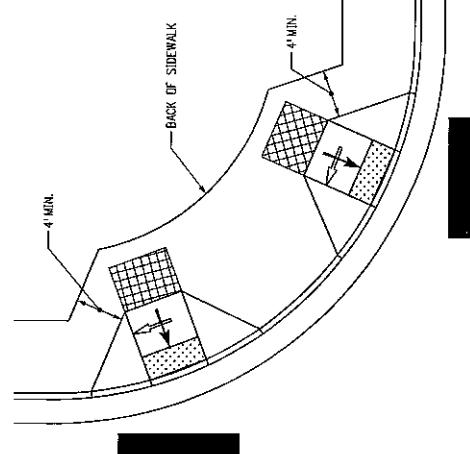
- ① RAMP WIDTH - PROVIDE 5 FT. OR GREATER WHERE POSSIBLE. IF SITE CONSTRAINTS DO NOT PERMIT, PROVIDE 4 FT. MINIMUM. RAMP'S SERVICING SHARED USE PATHS SHALL MATCH THE WIDTH OF THE PATH.
- ② RAMP RUNNING SLOPE - 8.3% MAX.
- ③ TURNING SPACE RUNNING SLOPE - 2.0% MAX. TURNING SPACE RUNNING SLOPE IS MEASURED IN THE SAME DIRECTION AS THE RAMP RUNNING SLOPE.
- ④ RAMP AND TURNING SPACE CROSS SLOPE - 2.0% TYPICAL. AT CROSSINGS WITHOUT YIELD OR STOP CONTROL, DR WITH A SIGNAL WHERE VEHICLES CAN PROCEED THROUGH THE INTERSECTION WITHOUT SLOWING OR STOPPING, THE CROSS SLOPE OF RAMPS AND TURNING SPACES MAY EQUAL THE HIGHWAY GRADE. AT MIDBLOCK PEDESTRIAN STREET CROSSINGS THE RAMP AND TURNING SPACE CROSS SLOPE MAY EQUAL THE HIGHWAY GRADE.
- ⑤ TURNING SPACE DIMENSIONS - PROVIDE A TURNING SPACE AT THE TOP OF PERPENDICULAR RAMPS WITH A WIDTH EQUAL TO THE WIDTH OF THE CURB RAMP. TURNING SPACE LENGTH MUST BE 4 FT. MINIMUM. TURNING SPACE LENGTH TO 5 FT. MINIMUM IN THE DIRECTION OF THE RAMP RUN. WHEN A TURNING SPACE IS CONSTRAINED AT THE BACK OF A SIDEWALK, INCREASE LENGTH TO 5 FT. MINIMUM. IN THE DIRECTION OF THE RAMP RUN.
- ⑥ RAMP ALIGNMENT - RAMPS SHALL BE ALIGNED TO BE FULLY CONTAINED WITHIN THE CROSSWALK OR STREET CROSSING THEY SERVE. PROVIDE ONE RAMP FOR EACH STREET CROSSING DIRECTION. IN ALTERNATES, WHERE EXISTING PHYSICAL CONSTRAINTS PREVENT PROVIDING ONE CURB RAMP (ON THE APEX OF A CURB) SHALL BE PERMITTED CROSSING DIRECTION, A SINGLE DIAGONAL CURB RAMP (ON THE APEX OF A CURB) SHALL BE PROVIDED.
- ⑦ RAMP LENGTH - PERPENDICULAR RAMPS ARE DEPENDENT UPON THE RAMP SLOPE, HEIGHT OF CURB, ELEVATION OF THE BASE, AND THE CROWN OF THE ROAD. IF A DIAGONAL RAMPS IS USED, A CLEAR SPACE 4 FT X 4 FT. MUST BE PROVIDED AT THE BASE OF THE RAMP. THE CLEAR SPACE MUST BE WITHIN BOTH CROSSWALKS AND WHILLY OUTSIDE OF ANY ADJACENT VEHICULAR TRAVEL LANES. DIAGONAL RAMPS ARE NOT ACCEPTABLE IN NEW CONSTRUCTION, OR FULL DEPTH RECONSTRUCTION.
- ⑧ RAMP LENGTH - PERPENDICULAR RAMP LENGTH IS DEPENDENT UPON THE RAMP SLOPE, HEIGHT OF CURB, ELEVATION OF THE BASE, AND THE CROWN OF THE ROAD. IF A DIAGONAL RAMPS IS USED, A CLEAR SPACE 4 FT X 4 FT. MUST BE PROVIDED AT THE BASE OF THE RAMP. THE CLEAR SPACE MUST BE WITHIN BOTH CROSSWALKS AND WHILLY OUTSIDE OF ANY ADJACENT VEHICULAR TRAVEL LANES. DIAGONAL RAMPS ARE NOT ACCEPTABLE IN NEW CONSTRUCTION, OR FULL DEPTH RECONSTRUCTION.
- ⑨ VERTICAL CURB RETURNS - VERTICAL CURB RETURNS MAY BE USED ONLY WHERE A RAMP AFFECTS A NON-WALKABLE SURFACE, OR WHERE A RAMP IS PROTECTED FROM PEDESTRIAN CROSS TRAFFIC (FOR EXAMPLE, BY A SIGNAL CABINET) OR UTILITY POLE WHICH BLOCKS PASSAGE.
- ⑩ GUTTER CENTER SLOPE - 5.0% MAX.

### TYPE 1 PERPENDICULAR CURB RAMPS

Computer File Information		Sheet Revisions		Standard Plan No.	
Creation Date:	07/31/19	Date:	Comments	M-608-1	
Designer Initials:	JBK	(R) (X)		CDOT HQ, 3rd Floor	
Last Modification Date:	07/31/19	(R) (X)		Denver, CO 80204	
Designer Initials:	LTA	(R) (X)		Phone: 303-757-9021 FAX: 303-757-9868	
CAD Ver. / Destination /8 Scale: Not to Scale	Units: English	(R) (X)		Project Development Branch JBK	Issued by the Project Development Branch: July 31, 2019
Project Sheet Number:					

**TYPE 1 PERPENDICULAR RAMPS**

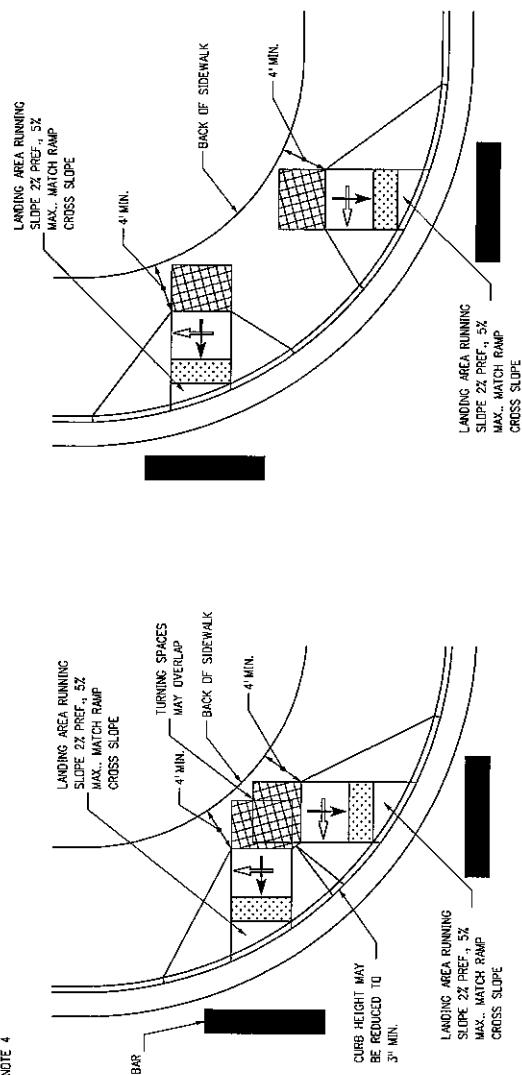
**TYPE 1 RAMP**  
(1<sup>st</sup> ADJACENT)  
NOT ALLOWABLE IN NEW CONSTRUCTION/FULL DEPTH RECONSTRUCTION  
SEE GENERAL NOTE 4

**TYPE 1 PERPENDICULAR RAMPS**

**TYPE 1 DIRECTIONAL RAMPS**  
(LARGE RADIUS)

**TYPE 1 DIRECTIONAL RAMPS**

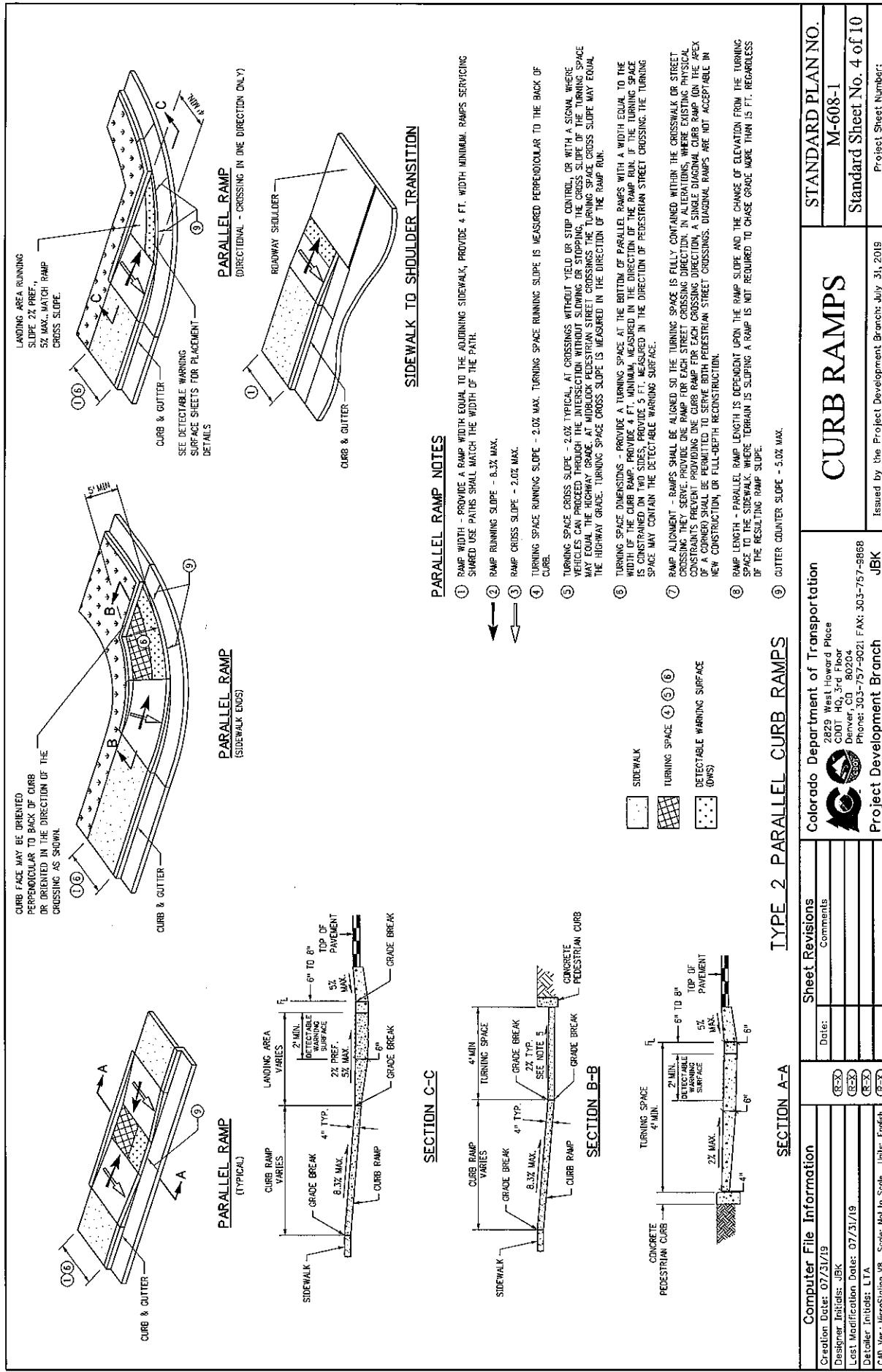
Computer File Information	Sheet Revisions	Comments	STANDARD PLAN NO.
Creation Date: 07/31/19	Date:		M-608-1
Designer Initials: JBK	Comments:		Standard Sheet No. 3 of 10
Last Modification Date: 07/31/19			Project Sheet Number:
Detailer Initials: LTA			
CAO Ver.: MicroStation V8	Scale: Not to Scale	Units: English	Issued by the Project Development Branch July 31, 2019

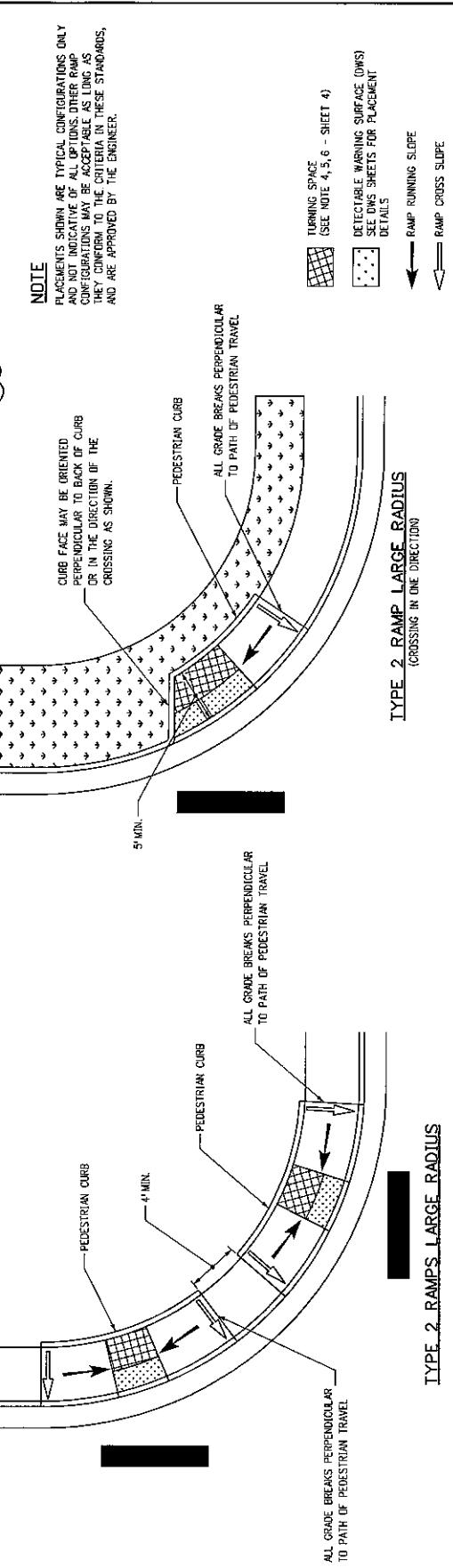
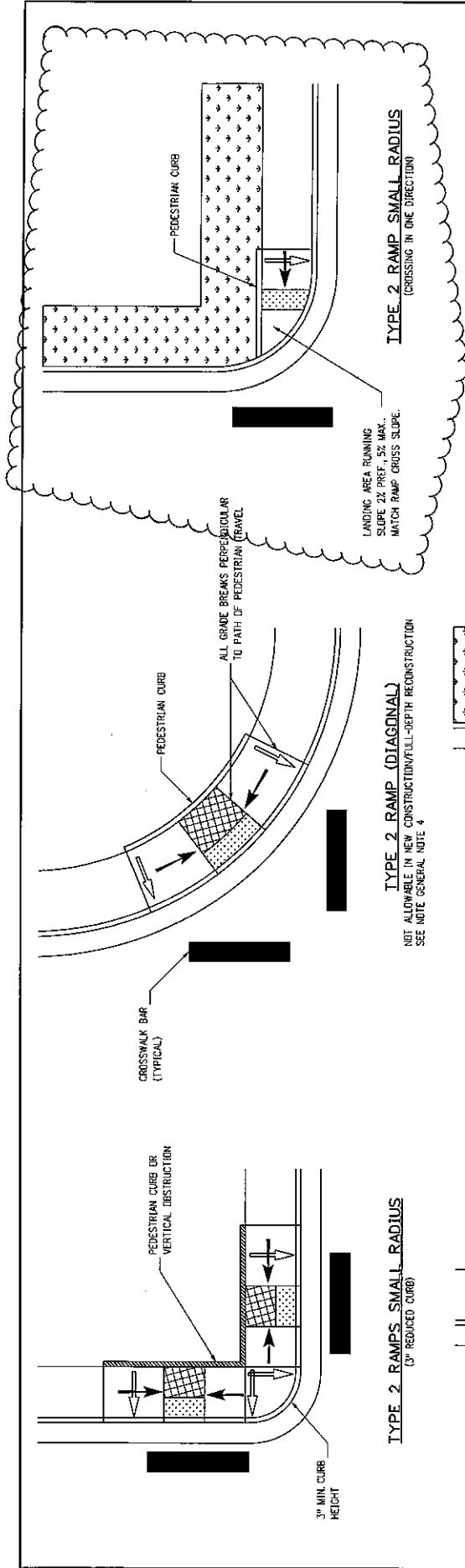


**TYPE 1 DIRECTIONAL RAMPS**  
(LARGE RADIUS)

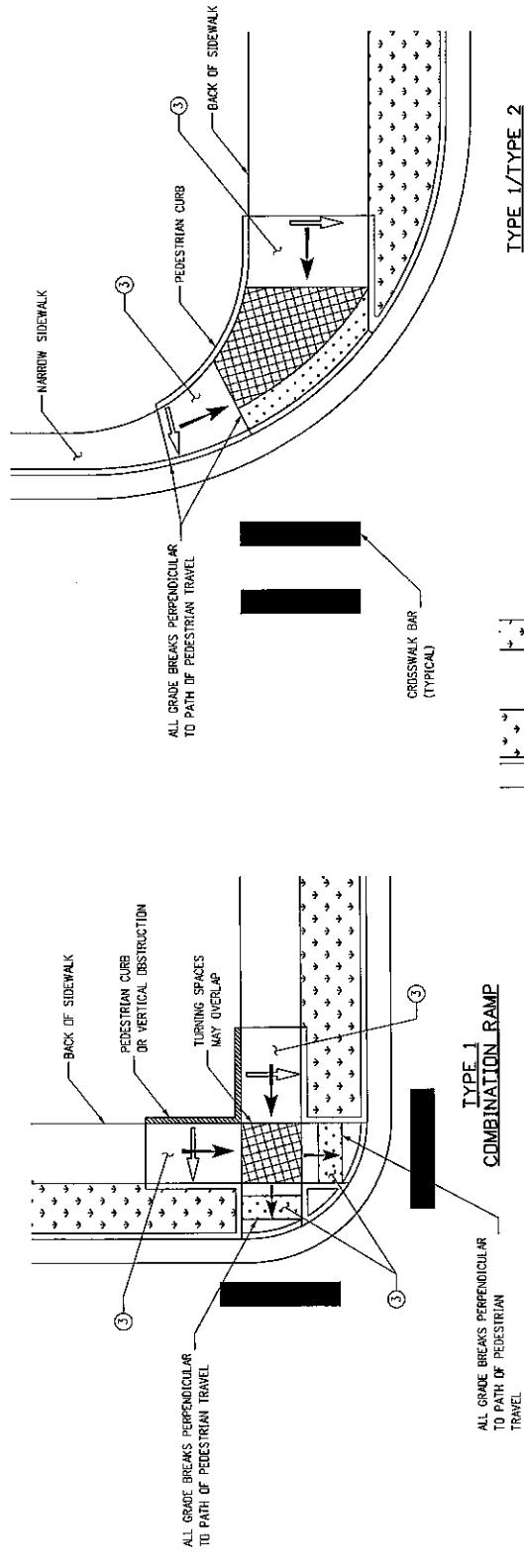
**TYPE 1 DIRECTIONAL RAMPS**  
(LARGE RADIUS)

Computer File Information	Sheet Revisions	Comments	STANDARD PLAN NO.
Creation Date: 07/31/19	Date:		M-608-1
Designer Initials: JBK	Comments:		Standard Sheet No. 3 of 10
Last Modification Date: 07/31/19			Project Sheet Number:
Detailer Initials: LTA			
CAO Ver.: MicroStation V8	Scale: Not to Scale	Units: English	Issued by the Project Development Branch July 31, 2019





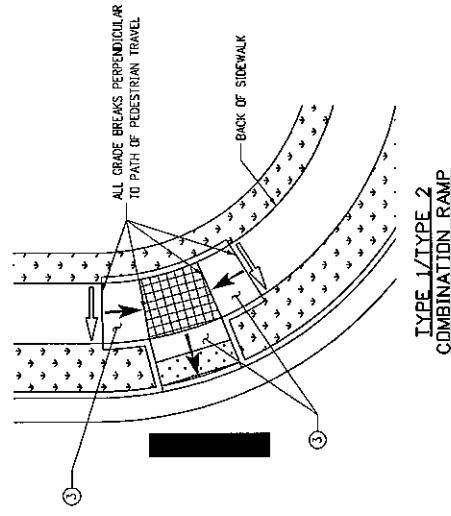
Computer File Information	Sheet Revisions	Colorado Department of Transportation	STANDARD PLAN NO.
Creation Date: 07/31/19	Date:	Comments	M-608-1
Designer Initials: JBK	Comments	CDOT No. 3rd Floor	Standard Sheet No. 5 of 10
Last Modification Date: 07/31/19	Comments	Denver, CO 80205	Project Sheet Number:
Detailer Initials: LTA	Comments	Phone: 303-757-9888	
CAD Ver.: MicroStation V8	Comments	FAX: 303-757-9888	
Scale: Not to Scale	Comments	JBK	Issued by the Project Development Branch: July 31, 2019



#### COMBINATION CURB RAMP NOTES:

- ① THE CURB RAMP PLACEMENTS SHOWN ARE TYPICAL CONFIGURATIONS ONLY AND NOT INDICATIVE OF ALL OPTIONS. OTHER CURB RAMP CONFIGURATIONS MAY BE ACCEPTABLE AS LONG AS THEY CONFER TO THE CRITERIA IN THESE STANDARDS, AND ARE APPROVED BY THE ENGINEER.
- ② RAMP AND TURNING SPACE CROSS SLOPE = 2.0% TYPICAL AT CROSSINGS WITHOUT YIELD OR STOP CONTROL, OR WITH A SIGNAL WHERE VEHICLES CAN PRIMARILY CONTROL THROUGH THE INTERSECTION WITHOUT SLOWING OR STOPPING. THE CROSS SLOPE OF THE RAMP AND TURNING SPACE MAY EQUAL THE HIGHWAY GRADE AT MUDBLOCK PEDESTRIAN STREET CROSSINGS. THE RAMP AND TURNING SPACE CROSS SLOPE MAY EQUAL THE HIGHWAY GRADE.
- ③ WHERE IT IS ACCEPTABLE FOR A RAMP OR TURNING SPACE CROSS SLOPE TO EXCEED 2.0% AND MATCH THE HIGHWAY GRADE, THE RAMP ABOVE THE TURNING SPACE MAY BE WARPED TO TIE INTO THE ADJOINING SIDEWALK CROSS SLOPE. THE TRANSITION TO THE SIDEWALK CROSS SLOPE SHALL BE SPREAD EVENLY OVER THE LENGTH OF THE RAMP TO MINIMIZE WARPING. THE RATE OF CHANGE IN CROSS SLOPE MAY NOT EXCEED 3.0% PER LINEAR FOOT.

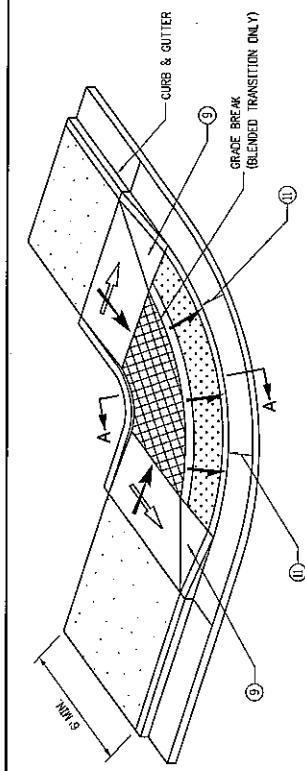
TYPE 1/TYPE 2  
COMBINATION RAMP



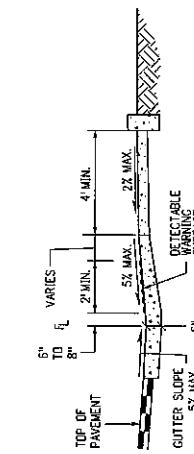
#### COMBINATION CURB RAMPS TYPICAL CONFIGURATIONS

Computer File Information	Sheet Revisions	Colorado Department of Transportation	CURB RAMPS	STANDARD PLAN NO.
Creation Date: 07/31/19	Date: Comments	2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9868	JBK	M-608-1
Designer Initials: JBK	RE-DO			Standard Sheet No. 6 of 10
Last Modification Date: 07/31/19	RE-DO			Project Sheet Number:
Designer Initials: LTA	RE-DO			
Old Ver.: MicroStation V8 Scale: Not to Scale Units: English	RE-DO			

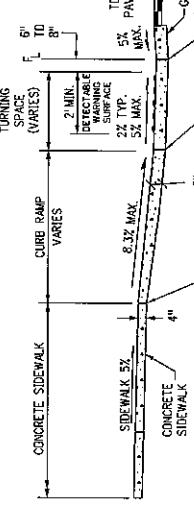




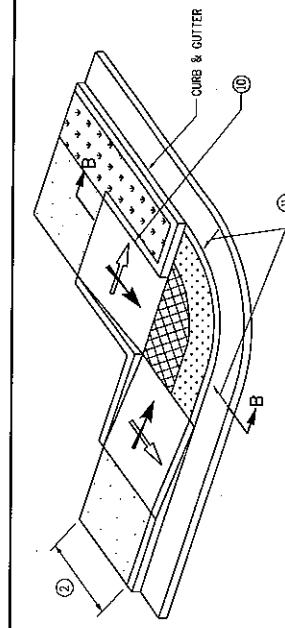
BLENDED TRANSITION



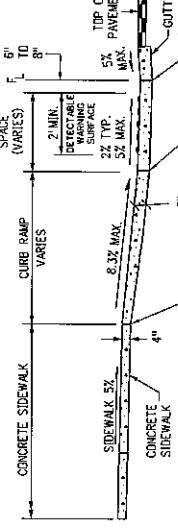
SECTION A-A



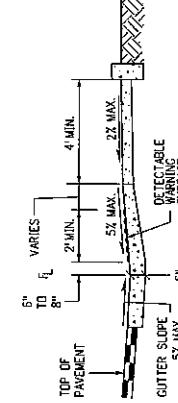
SECTION B-B



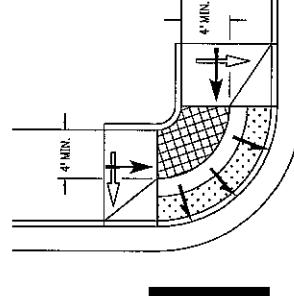
DEPRESSED CORNER



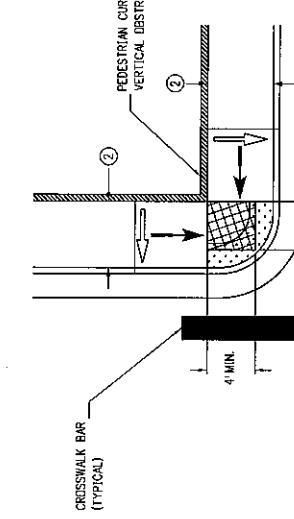
SECTION A-A



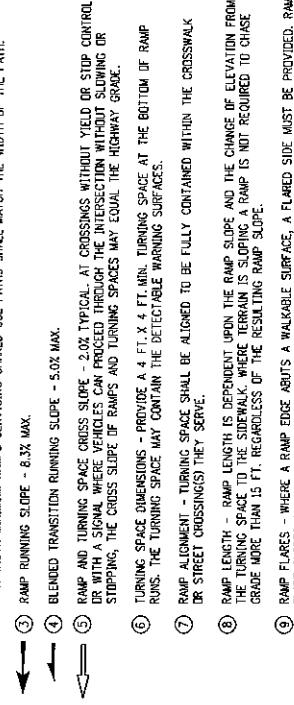
SECTION B-B



BLENDED TRANSITION



DEPRESSED CORNER

**BLENDED TRANSITION & DEPRESSED CORNER NOTES**

- (1) PERPENDICULAR AND PARALLEL RAMP CONFIGURATIONS ARE PREFERRED. BLENDED TRANSITIONS AND DEPRESSED CORNERS SHOULD ONLY BE USED WHERE SITE CONDITIONS HAVE THE SAME APPROPRIATE OPTIMOS, OR WHERE PERPENDICULAR OR PARALLEL RAMPS CANNOT BE INSTALLED DUE TO A PHYSICAL SITE CONSTRAINT.
- (2) RAMP WIDTH - PROVIDE 5 FT. OR GREATER WHERE POSSIBLE. IF SITE CONSTRAINTS DO NOT PERMIT, PROVIDE 4 FT. WIDTH MINIMUM. RAMPS SERVICING SHARED USE PATHS SHALL MATCH THE WIDTH OF THE PATH.
- (3) RAMP RUNNING SLOPE - 8.3% MAX.
- (4) BLENDED TRANSITION RUNNING SLOPE - 5.0% MAX.
- (5) RAMP AND TURNING SPACE CROSS SLOPE - 2.0% TYPICAL. AT CROSSINGS WITHOUT YIELD OR STOP CONTROL, OR WITH A SIGNAL WHERE VEHICLES CAN PROCEED THROUGH THE INTERSECTION WITHOUT SLOWING OR STOPPING, THE CROSS SLOPE OF RAMPS AND TURNING SPACES MAY EQUAL THE HIGHWAY GRADE.
- (6) TURNING SPACE DIMENSIONS - PROVIDE A 4 FT X 4 FT. MIN. TURNING SPACE AT THE BOTTOM OF RAMP RUNS. THE TURNING SPACE MAY CONTAIN THE DETECTABLE WARNING SURFACES.
- (7) RAMP ALIGNMENT - TURNING SPACE SHALL BE ALIGNED TO BE FULLY CONTAINED WITHIN THE CROSSWALK OR STREET CROSSING(S) THEY SERVE.
- (8) RAMP LENGTH - RAMP LENGTH IS DEPENDENT UPON THE RAMP SLOPE AND THE CHANGE OF ELEVATION FROM THE TURNING SPACE TO THE SIDEWALK. WHERE TERRAIN IS SLOPING A RAMP IS NOT REQUIRED TO CHASE GRADE MORE THAN 15 FT. REGARDLESS OF THE RESULTING RAMP SLOPE.
- (9) RAMP FLARES - WHERE A RAMP EDGE ABUTS A WALKABLE SURFACE, A FLARED SIDE MUST BE PROVIDED. RAMP FLARE SLOPES SHALL NOT EXCEED 10.0%.
- (10) VERTICAL CURB RETURNS - VERTICAL CURB RETURNS MAY BE USED ONLY WHERE A RAMP ABUTS A NON-WALKABLE SURFACE, OR WHERE A RAMP IS PROTECTED FROM PEDESTRIAN CROSS TRAFFIC (FOR EXAMPLE BY A SIGNAL CABINET OR UTILITY POLE WHICH BLOCKS PASSAGE).
- (11) GUTTER CENTER SLOPES - 5.0% MAX.
- (12) DMS PLACEMENT - DMS SHALL BE PLACED AROUND THE RADII AND LOCATED AT THE BACK OF CURBS ON BLENDED TRANSITION AND DEPRESSED CORNER RAMPS.

**TYPE 5 - DEPRESSED CORNER/BLENDED TRANSITION**

Computer File Information	Sheet Revisions	Standard Plan No.
Creation Date: 07/31/19 Designer Initials: JBK	Date: Comments: <input checked="" type="checkbox"/> 07-20 <input checked="" type="checkbox"/> 07-21 <input checked="" type="checkbox"/> 07-22 <input checked="" type="checkbox"/> 07-23	M-608-1
Last Modification Date: 07/31/19 Detailer Initials: LTA		Standard Sheet No. 7 of 10
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English		Project Street Number: Issued by the Project Development Branch: July 31, 2019 JBK

**NOTES:**

- ① DETECTABLE WARNING SURFACES SHALL BE PLACED IN ALIGNMENT WITH THE BACK OF CURB.
- ② FLARED SIDES ARE PREFERENTIAL ON RAISED INTERSECTION ISLANDS AND SHOULD BE PROVIDED ON ISLANDS WHICH SERVE SHARED USE PATHS, OR AT LOCATIONS WHERE CYCLE USE IS EXPECTED.
- ③ FOR CUT-THROUGH MEDIAN ISLANDS, DETECTABLE WARNING SURFACES SHALL BE PLACED IN ALIGNMENT WITH THE BACK OF CURBS AND BE SEPARATED BY A MINIMUM 2 FOOT SPACE WITHOUT DWS; IF A 2 FOOT SEPARATION BETWEEN DETECTABLE WARNING SURFACES CANNOT BE PROVIDED NO DETECTABLE WARNING SURFACE SHALL BE INSTALLED.
- ④ CURB RAMP AND CUT-THROUGH WIDTHS SHOULD BE THE SAME WIDTH AS ANY SIDEWALK OR SHARED USE PATH WHICH THEY SERVE.

The figure contains three detailed technical drawings:

- Top Drawing:** Shows a cross-section of a curb ramp. The ramp has a height of 6" MIN. and 15" MAX. It features a textured surface (dotted pattern) and a rail. To the right, a path or sidewalk crossing gate is shown.
- Middle Drawing:** Shows a plan view of a raised intersection island. It includes a turning space of 5' MIN. and 5' MAX. A dashed circle indicates a shared-use area. A textured surface (dotted pattern) is shown on the island's side.
- Bottom Drawing:** Shows a plan view of a cut-through median island. It includes a turning space of 5' MIN. and 5' MAX. A dashed circle indicates a shared-use area. A textured surface (dotted pattern) is shown on the island's side.

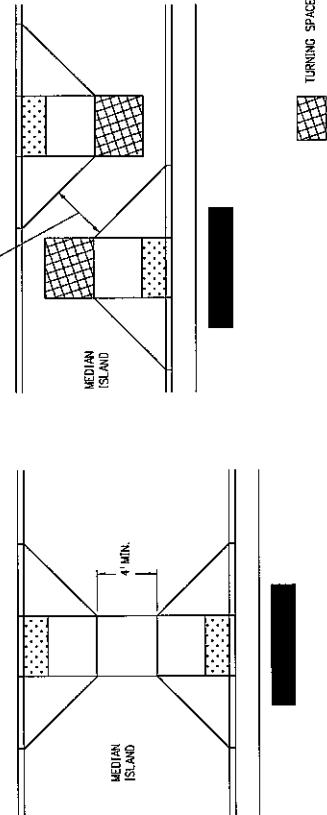
INTERSECTION ISLANDS

SQUARE CURB TO ORIENT PEDESTRIANS IN THE DIRECTION OF TRAVEL

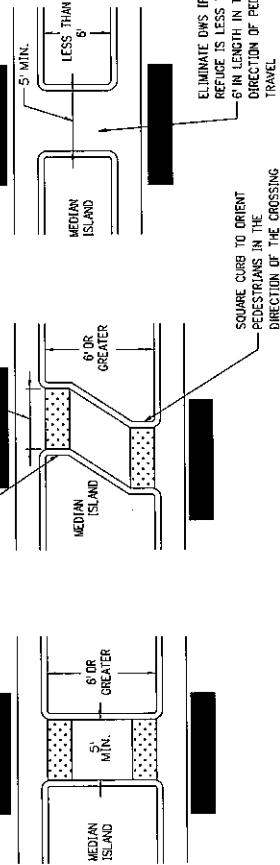
5' MIN.

(TYPICAL)

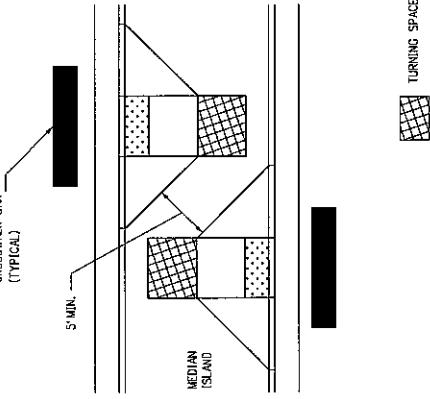
AT-GRADE RAIL CROSSING



MEDIAN / BARRIER ROADS / TSI ANDS

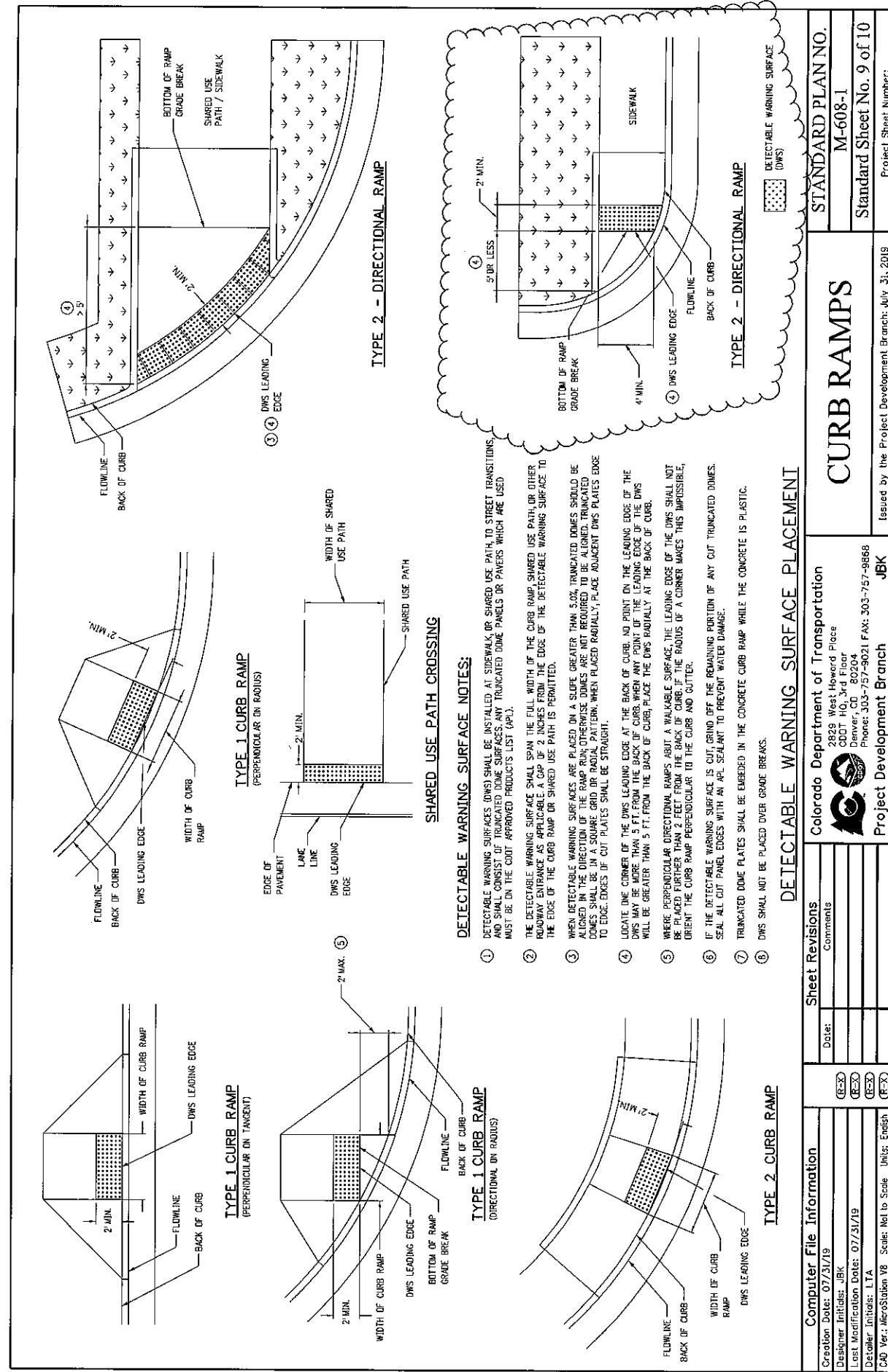


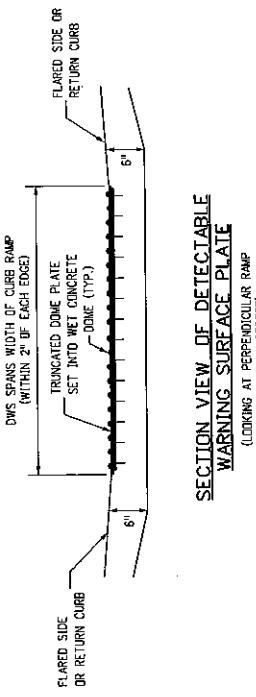
MERRILL 103



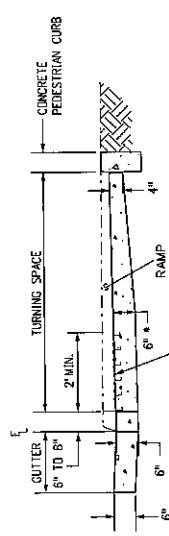
TURNTING SPACE

Computer File Information		Sheet Revisions		STANDARD PLAN NO.	
Creation Date:	07/31/19	Date:	Comments	M-608-1	
Designer Initiels:	JBK	(R-X)			
Last Modification Date:	07/31/19	(R-X)			
Detailer Initiels:	TJA	(R-X)			
CAD Ver.:	MicroStation V8	Scale:	No to Scale	Standard Sheet No. 8 of 10	
		Unit:	Inch	Project Sheet Number:	
<b>CURB RAMPS</b>					
Colorado Department of Transportation					
 2229 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9621 FAX: 303-757-9868					
Project Development Branch		JBK		Issued by the Project Development Branch; July 31, 2019	

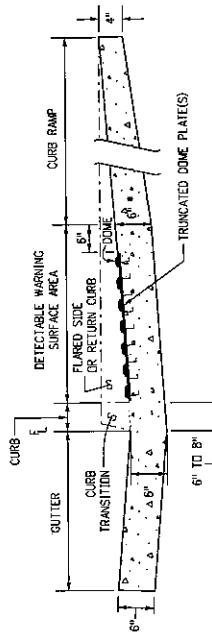




SECTION VIEW OF DETECTABLE  
WARNING SURFACE PLATE  
LOOKING AT PERPENDICULAR RAMP

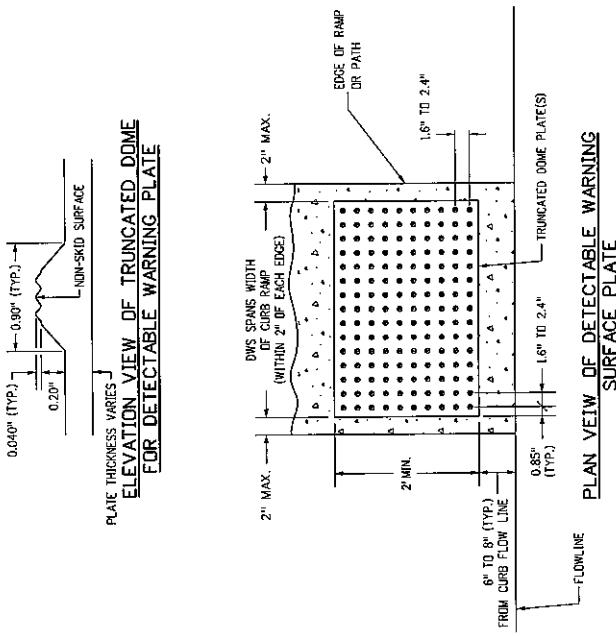


SECTION VIEW FOR PARALLEL CURB RAMP TYPES  
(LOOKING PERPENDICULAR TO TURNING SPACE)



SECTION VIEW FOR PERPENDICULAR CURB RAMP TYPES

## DETECTABLE WARNING SURFACE DETAILS



ELEVATION VIEW OF SINGLE TRUNCATED DOME

PLATE THICKNESS VARIES }  
EL E V A T I O N   V I E W   O F   T R U N C A T E D   D O M E  
F O R   D E T E C T A B L E   W A R N I N G   P L A T E

HICUM SAVES SMC

PLAN VIEW OF DETECTABLE WARNING SURFACE PLATE

Computer File Information		Sheet Revisions		Colorado Department of Transportation		CURB RAMPS		STANDARD PLAN NO.	
Creation Date:	07/31/19	Date:		Comments		2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868	JBK	M-608-1	
Designer Iridics:	JBK							Standard Sheet No. 10 of 10	
Last Modification Date:	07/31/19							Project Sheet Number:	
Editor Iridics:	LFA							Issued by the Project Development Branch July 31, 2019	
CAV Ver.:	MicroStation VB	Scale:	No To Scale	Units:	English				

## Certificate Of Completion

Envelope Id: 057B915FDA3847AC96E9367F74774CFC

Subject: Please DocuSign: 2020 IGA with Adams County for paving of 84th Avenue and Zuni Street

DocuSignDocumentType: Contract

CobbleStoneNumber: CON-PWU-19-261

DateOfContract: 1/15/20

Source Envelope:

Document Pages: 19

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Stamps: 1

EnvelopeId Stamping: Enabled

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

Canada)

Status: Completed

Envelope Originator:

City of Westminster

4800 West 92nd Avenue

Westminster, CO 80031

westminsterdocusign@cityofwestminster.us

IP Address: 198.243.1.90

## Record Tracking

Status: Original

1/14/2020 6:45:23 AM

Holder: City of Westminster

westminsterdocusign@cityofwestminster.us

Location: DocuSign

## Signer Events

CAO Staff Review

binkosky@cityofwestminster.us

Security Level: Email, Account Authentication  
(None)

## Signature

**Completed**

Using IP Address: 198.243.1.90

## Timestamp

Sent: 1/14/2020 6:45:23 AM

Viewed: 1/14/2020 6:46:07 AM

Signed: 1/14/2020 6:46:22 AM

## Electronic Record and Signature Disclosure:

Accepted: 1/14/2020 6:46:07 AM

ID: 023ff2c9-9538-4337-963a-9961c940a169

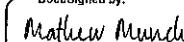
Mathew Munch

mmunch@cityofwestminster.us

Assistant City Attorney II

City of Westminster

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
A4E099161B0B48F...

Sent: 1/14/2020 6:46:25 AM

Viewed: 1/14/2020 8:02:54 AM

Signed: 1/14/2020 8:03:13 AM

Signature Adoption: Pre-selected Style

Using IP Address: 198.243.1.90

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kurt Muehlemeyer

kmuehlem@cityofwestminster.us

Pavement Mgmt Coordinator

City of Westminster

Security Level: Email, Account Authentication  
(None)

**Completed**

Using IP Address: 198.243.1.90

Sent: 1/14/2020 8:03:16 AM

Viewed: 1/14/2020 8:03:53 AM

Signed: 1/14/2020 11:32:30 AM

## Electronic Record and Signature Disclosure:

Accepted: 2/24/2016 7:22:34 AM

ID: c8c4f9b8-85d5-4572-9765-faba6998e804

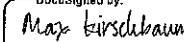
Max Kirschbaum

mkirschb@CityofWestminster.us

Public Works & Util Director

City of Westminster

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
5933DDBBF0B7466...

Sent: 1/14/2020 11:32:32 AM

Viewed: 1/14/2020 3:21:16 PM

Signed: 1/14/2020 3:33:19 PM

Signature Adoption: Pre-selected Style

Using IP Address: 198.243.1.90

## Electronic Record and Signature Disclosure:

Accepted: 3/22/2016 3:51:19 PM

ID: b5222fa6-8d5a-49a2-9f69-d0502b16699c

**Signer Events**

Michelle Parker  
mparker@cityofwestminster.us  
City Clerk  
City of Westminster  
Security Level: Email, Account Authentication  
(None)

**Signature**

DocuSigned by:  
  
B0FCF2C5C958442...

**Timestamp**

Sent: 1/14/2020 3:33:22 PM  
Viewed: 1/14/2020 3:55:36 PM  
Signed: 1/14/2020 3:55:47 PM

Signature Adoption: Uploaded Signature Image  
Using IP Address: 198.243.1.90

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**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**

Barb Cinkosky  
bcinkosk@cityofwestminster.us

Street Projects Specialist  
City of Westminster  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 1/14/2020 6:45:23 AM  
Viewed: 1/14/2020 6:45:23 AM  
Signed: 1/14/2020 6:45:23 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

1/14/2020 3:33:22 PM  
1/14/2020 3:55:36 PM  
1/14/2020 3:55:47 PM  
1/14/2020 3:55:47 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Westminster (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

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"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* 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.