

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 18
Series of 2017

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MOUNTAIN VIEW AND THE CITY OF LAKESIDE PROVIDING FOR RESURFACING OF 44TH AVENUE BETWEEN HARLAN STREET AND SHERIDAN BOULEVARD

WHEREAS, 44th Avenue between Harlan Street and Sheridan Boulevard is shared in varying amounts between the Cities of Wheat Ridge, Mountain View, and Lakeside;

WHEREAS, 44th Avenue is in need of maintenance and resurfacing work in accordance with the maintenance needs and policies of all three Cities; and

WHEREAS, The Cities of Wheat Ridge, Mountain View, and Lakeside desire to complete said resurfacing work as a single project, with costs split in accordance with the amount of pavement surface located in each respective City; and

WHEREAS, said project will be administered by the City of Wheat Ridge with the Cities of Mountain View and Lakeside compensating Wheat Ridge for their appropriate share of the cost; and

WHEREAS, a standard Intergovernmental Agreement (IGA) between the City of Wheat Ridge and the Cities of Mountain View and Lakeside has been prepared in accordance with the legal requirements of all three cities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado, that:

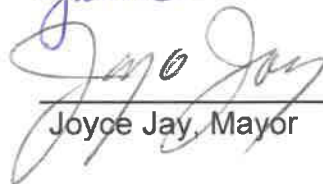
Section 1. Agreement Approved.

The Intergovernmental Agreement between the City of Wheat Ridge, the City of Mountain View, and the City of Lakeside regarding resurfacing of 44th Avenue is hereby approved, conditional on same approval by the Cities of Mountain View and Lakeside.

Section 2. Effective Date *June 12, 2017.*

This Resolution shall be effective immediately upon adoption.

DONE AND RESOLVED this *12th* day of *June*, 2017.



Joyce Jay, Mayor

ATTEST:

Janelle Shaver

Janelle Shaver, City Clerk



AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of June, 2017 ("Effective Date"), by and between the **CITY OF LAKESIDE, COLORADO**, a Colorado municipal corporation, (hereinafter referenced as "Lakeside"), the **CITY OF MOUNTAIN VIEW, COLORADO**, a Colorado municipal corporation, (hereinafter referenced as "Mountain View"), and the **CITY OF WHEAT RIDGE, COLORADO**, a Colorado municipal corporation (hereinafter referred to as "Wheat Ridge").

RECITALS

WHEREAS, Lakeside, Mountain View, and Wheat Ridge are neighboring municipalities that share a common boundary line within certain public rights-of-way, including West 44th Avenue, as illustrated by **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, the portions of West 44th Avenue that separate or are shared by the three jurisdictions must be maintained by repaving said portions in the future; and

WHEREAS, the parties agree that the entire width of the paved portions of these rights-of-way should be repaved at one time by one party, rather than in pieces by multiple parties; and

WHEREAS, the parties therefore wish to enter into an agreement under which each party assumes responsibility for portions of this Avenue upon terms and conditions that fairly reflect each party's proportionate ownership in each.

AGREEMENT

NOW THEREFORE, in consideration of the recitals, covenants, and promises herein set forth and other good and valuable consideration herein receipted for, the parties agree as follows:

- 1.0 **Repaving.** Wheat Ridge agrees to repave the entirety of the currently-paved portion of West 44th Avenue between Harlan Street and Sheridan Boulevard, as illustrated by **Exhibit A**. Lakeside and Mountain View consent to Wheat Ridge repaving the portions of West 44th Avenue that lie within their respective boundaries.
- 2.0 **Repaving Operations.** Repaving by the City of Wheat Ridge shall be performed by a qualified contractor (Contractor) retained by the City of Wheat Ridge through a public bidding process under the requirements of the State of Colorado and the City of Wheat Ridge.
- 3.0 **Scope of Work.** Pursuant to this IGA, the Contractor shall perform said repaving work on 44th Avenue as illustrated in **Exhibit A**, and as set forth in the Scope of Work in **Exhibit B**, attached hereto and incorporated herein by this reference, and in accordance with the standards set forth in the contract between the Contractor and the City of Wheat Ridge.

4.0 Consideration. In exchange for the Contractor's services, Lakeside and Mountain View shall pay Wheat Ridge in accordance with the following table. The table unit prices are actual unit bid prices. Payment shall be made in a lump sum within thirty (30) days following substantial completion and acceptance of the work by Wheat Ridge.

Mountain View

MOUNTAIN VIEW - W 44TH AVE.			
ASPHALT PLANING (2")	4960 SY	\$ 2.37	\$ 11,755.20
ADJUST MANHOLE TO GRADE	5 EA	\$ 65.51	\$ 327.55
ADJUST VALVE TO GRADE	3 EA	\$ 42.46	\$ 127.38
HMA OVERLAY 2" SP-100 PG (64-22) SX 1/2"	580 TN	\$ 73.96	\$ 42,896.80
HMA PATCHING 9" SP-100 PG (64-22) S 3/4'	20 SY	\$ 96.86	\$ 1,937.20
TRAFFIC LOOP 6' X 40'	3 EA	\$ 1,516.51	\$ 4,549.53
MARK ARROW LEFT (15.5 SF) TAPE (RECESS)	4 EA	\$ 398.24	\$ 1,592.96
WHITE MARKING TAPE 8" (RECESS)	260 LF	\$ 8.58	\$ 2,230.80
WHITE MARKING TAPE 24" (RECESS)	185 LF	\$ 26.96	\$ 4,987.60
WHITE PAVEMARK MODIFIED EPOXY (RECESS)	400 SF	\$ 1.65	\$ 660.00
YELLOW PAVE MARK MODIFIED EPOXY (RECESS)	1400 SF	\$ 1.65	\$ 2,310.00
WHITE PAVEMENT MARKING (TEMP)	575 SF	\$ 0.55	\$ 316.25
YELLOW PAVEMENT MARKING (TEMP)	1400 SF	\$ 0.55	\$ 770.00
SANITARY FACILITY	1 EA	\$ 151.65	\$ 151.65
MOBILIZATION	1 LS	\$ 9,750.43	\$ 9,750.43
TRAFFIC CONTROL MANAGEMENT	1 IS	\$ 7,665.72	\$ 7,665.72
MATERIAL SAMPING & TESTING	1 LS	\$ 703.66	\$ 703.66
TOTAL			\$ 92,732.73

Lakeside

LAKESIDE - W 44TH AVE.			
ASPHALT PLANING (2")	6215 SY	\$ 2.26	\$ 14,045.90
ADJUST MANHOLE TO GRADE	2 EA	\$ 65.51	\$ 131.02
ADJUST VALVE TO GRADE	2 EA	\$ 41.25	\$ 82.50
HMA OVERLAY 2" SP-100 PG (64-22) SX 1/2"	730 TN	\$ 72.31	\$ 52,786.30
MARK ARROW LEFT (15.5SF)	5 EA	\$ 336.97	\$ 1,684.85
WHITE MARKING TAPE 24" (RECESS)	205 LF	\$ 26.96	\$ 5,526.80
WHITE PAVEMARK MODIFIED EPOXY (RECESS)	975 SF	\$ 1.65	\$ 1,608.75
YELLOW PAVEMARK MODIFIED EPOXY (RECESS)	240 SF	\$ 1.65	\$ 396.00
WHITE PAVEMENT MARKING (TEMP)	975 SF	\$ 0.55	\$ 536.25
YELLOW PAVEMARK MARKING (TEMP)	240 SF	\$ 0.55	\$ 132.00
SANITARY FACILITY	1 EA	\$ 227.48	\$ 227.48
MOBILIZATION	1 LS	\$ 3,653.33	\$ 3,653.33
TRAFFIC CONTROL MANAGEMENT	1 IS	\$ 4,509.25	\$ 4,509.25
MATERIAL SAMPING & TESTING	1 LS	\$ 885.64	\$ 885.64
Total			\$ 86,206.07

.0 Term. Terms of this Agreement shall remain in effect from the Effective Date until each party accepts repaving work and has paid its required cost share as set forth herein.

6.0 Liability. Each party shall be responsible for its own negligent acts. To the extent permitted by law, each party shall reimburse the other party for any costs, expenses or legal fees that either party may incur for any liability resulting from the

negligent acts of the other party in its performance of its obligations under this Agreement.

7.0 Notices. Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by First Class U.S. mail, postage prepaid, addressed as follows:

City Manager
City of Lakeside
Lakeside, CO

City Manager
City of Mountain View
Mountain View, CO

City Manager
City of Wheat Ridge
7500 W. 29th Avenue
Wheat Ridge, Colorado 80033

8.0 No Waiver of Immunity. Each party, its officers and its 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 amended, or otherwise available to it, its officers and employees.

9.0 Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by all three parties.

10.0 Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the subject matter of this Agreement.

11.0 Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Jefferson, State of Colorado. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

12.0 Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

13.0 Binding Agreement. This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.

14.0 ARTICLE X, SECTION 20/TABOR The parties understand and acknowledge that each of them is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, the obligations of each party are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the current fiscal period ending upon the next succeeding December 31. Financial obligations of each party payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of such party and other applicable law. Notwithstanding any other provision of this Agreement concerning termination or term, upon any party's failure to appropriate such funds, this Agreement shall automatically terminate. Each party agrees to provide the others with thirty (30) days' notice of its intent to fail to appropriate funds for purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

MOUNTAIN VIEW:

ATTEST:

MOUNTAIN VIEW, COLORADO, a Colorado municipal corporation


By: _____
City Clerk

By: _____
Mayor

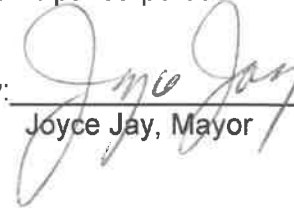
WHEAT RIDGE:

ATTEST:

WHEAT RIDGE, COLORADO, a Colorado municipal corporation

By:  _____
Janelle Shaver, City Clerk



By:  _____
Joyce Jay, Mayor

LAKESIDE:

ATTEST:

LAKESIDE, COLORADO, a Colorado municipal corporation

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A



EXHIBIT B

Scope of Work

The Contractor retained by the City of Wheat Ridge shall perform the following work as described below, and per the items and quantities specified in 4.0 of the Agreement:

- A two-inch (2") full mill of 44TH Avenue between Harlan St. and Sheridan Blvd.
 - Necessary patching will follow the milling operation
 - Any patching required will be discussed among the parties and paid for by the responsible party
 - Once patching is complete, Contractor will overlay the milled portion of 44th Ave. with a two-inch (2") final lift Overlay using SX 64-22 Hot Mix Asphalt
 - Striping and pavement markings as specified
 - Valve and manhole adjustments as required
 - Traffic Control