

**CITY OF WHEAT RIDGE, COLORADO  
RESOLUTION NO. 28  
Series of 2019**

**TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LAKEWOOD FOR RESURFACING OF 26<sup>th</sup> AVENUE BETWEEN KIPLING STREET AND OAK STREET**

**WHEREAS**, 26<sup>th</sup> Avenue between Oak Street and Kipling Street serves as the boundary between the cities of Wheat Ridge and Lakewood, with each city being responsible for the portion of the street lying within its corporate boundary; and

**WHEREAS**, 26<sup>th</sup> Avenue is in need of maintenance and resurfacing work in accordance with the maintenance needs and policies of both cities; and

**WHEREAS**, the cities of Lakewood and Wheat Ridge desire to complete the resurfacing work as a single project, with costs split in accordance with the amount of pavement surface located in each respective city; and

**WHEREAS**, the project will be administered by the city of Lakewood with the city of Wheat Ridge compensating Lakewood for its appropriate share of the cost; and

**WHEREAS**, an Intergovernmental Agreement (IGA) between the city of Wheat Ridge and the city of Lakewood has been prepared to govern the administration and cost sharing for the project, as permitted by Section 14.2 of the Wheat Ridge Charter.

**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 Lakewood and the city of Wheat Ridge for resurfacing of 26<sup>th</sup> Avenue, attached as **Exhibit A**, is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the same.

This Resolution shall be effective immediately upon adoption.

**DONE AND RESOLVED** this 13<sup>th</sup> day of May, 2019.

  
\_\_\_\_\_  
Bud Starker, Mayor

ATTEST:

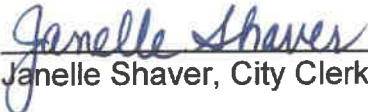
  
\_\_\_\_\_  
Janelle Shaver, City Clerk



Exhibit A  
Intergovernmental Agreement  
[Attached]

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CITY OF LAKEWOOD AND CITY OF WHEAT RIDGE  
REGARDING 26<sup>TH</sup> AVENUE MILLING/PATCHING/OVERLAY PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF LAKEWOOD AND CITY OF WHEAT RIDGE REGARDING 26<sup>TH</sup> AVENUE MILLING/PATCHING/OVERLAY PROJECT (the "IGA") is made and entered into this 13<sup>th</sup> day of May, 2019 (the "Effective Date"), by and between the **CITY OF LAKEWOOD**, a Colorado home rule municipal corporation whose principal business address is 480 South Allison Parkway Lakewood, Colorado 80226 ("Lakewood"), and between the **CITY OF WHEAT RIDGE**, a home rule municipal corporation of the State of Colorado, whose principal business address is 7500 W. 29<sup>th</sup> Avenue, Wheat Ridge, Colorado 80033 ("Wheat Ridge").

WHEREAS, Article XIV, Section 18(2)(a), of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourage and authorize intergovernmental agreements;

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each;

WHEREAS, the parties desire to enter into this IGA to engage in a shared Milling/Patching/Overlay project on 26<sup>th</sup> Avenue between Oak Street and Kipling Street (the "Project");

WHEREAS, Wheat Ridge is responsible for approximately forty-five percent (45%) of the maintenance responsibilities along the north side of 26<sup>th</sup> Avenue between Oak Street and Kipling Street;

WHEREAS, the total area for the Project is approximately 101,304 square feet with Lakewood responsible for approximately 55,979 square feet thereof, Wheat Ridge responsible for approximately 45,325 square feet thereof;

WHEREAS, on January 18, 2018, Lakewood entered into a contract with Martin Marietta Materials, Inc. ("Contractor"), to perform Lakewood's Overlay Program (the "Overlay Contract"), which Contract was renewed on March 1, 2019, for Lakewood's 2019 Overlay Program; and

WHEREAS, the parties desire to enter into this IGA to extend Contractor's work under the Overlay Contract to include milling/patching/overlay work along 26<sup>th</sup> Avenue as desired by Wheat Ridge.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is expressly acknowledged, the parties hereby agree as follows:

1. **WORK.** Pursuant to this IGA, Contractor shall perform the Wheat Ridge maintenance obligations on 26<sup>th</sup> Avenue between Oak Street and Kipling Street, as set forth in the Scope of Work in **Attachment A**, attached hereto and incorporated herein by this reference, and in accordance with the standards set forth in the Overlay Contract.
2. **CONSIDERATION.** In exchange for Contractor's services, Wheat Ridge shall pay Lakewood in accordance with the following table. Payment shall be made in a lump sum within thirty (30) days following substantial completion and acceptance by Wheat Ridge.

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>TOTAL</u>
Remove Asphalt Mat 2" Full Width	S.Y.	5,036	\$1.26	\$6,345.36
HBP (Overlay) (SX 64-22)	TON	560	\$64.12	\$35,907.20
				<b>\$42,252.56</b>

Pricing does not reflect any patching that may be required. If patching is required, Wheat Ridge shall compensate Lakewood in accordance with the costs set forth in Attachment A. In the event there are unforeseen and/or additional work items not covered in this Agreement, such additional work (including costs) will proceed only upon mutual agreement between the two cities.

3. TERM. The Term of this IGA shall be from the Effective Date through \_\_\_\_\_, 2019.
4. LIABILITY/GOVERNMENTAL IMMUNITY.
- A. Liability of the Parties. Each party shall be liable and responsible for the acts and omissions of its own employees, agents and elected and appointed, and neither party shall be responsible for the acts or omissions of the other party's employees, agents or elected or appointed officials.
- B. CGIA. Both parties are governmental entities subject to and protected by the limitations on liability set forth in the Colorado Governmental Immunity Act, C.R.S. Title 24, Article 10 (the "CGIA"). Nothing herein shall be deemed to waive any rights or immunities established pursuant to the CGIA or otherwise provided by law.
5. NOTICES. Notices provided to a party pursuant to this IGA shall be in writing, addressed to the parties as follows:
- |   |   |
|---|---|
| <p>If to Lakewood:</p> <p style="padding-left: 40px;">Infrastructure Maintenance/Ops. Engineer<br/>City of Lakewood Public Works Dept.<br/>480 S. Allison Pkwy<br/>Lakewood, CO 80226</p> | <p>If to Wheat Ridge:</p> <p style="padding-left: 40px;">Public Works Director<br/>City of Wheat Ridge<br/>7500 W. 29<sup>th</sup> Avenue<br/>Wheat Ridge, Colorado 80033</p> |
|---|---|

6. GENERAL PROVISIONS.
- A. INTEGRATED AGREEMENT. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.
- B. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than Lakewood and Wheat Ridge shall be deemed to be only an incidental beneficiary under this IGA.
- C. Governing Law and Venue. This IGA shall be governed by the laws of the State of Colorado. Venue shall be in the County of Jefferson, State of Colorado, or, for federal claims, in the United States District Court for the District of Colorado.

- D. Headings. Paragraph headings used in this IGA are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this IGA.
- E. Severability. In the event a court of competent jurisdiction holds any provision of this IGA invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.
- F. Counterparts; Electronic Disposition. This IGA may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties acknowledge and agree that the original of this IGA, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this IGA, may be used for any purpose as if it were the original, including proof of the content of the original writing.
- G. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this IGA on behalf of the parties and to bind the parties to its terms.

**[Remainder of page intentionally blank – signatures follow.]**

IN WITNESS WHEREOF, the parties have executed this IGA as of the Effective Date.

**CITY OF WHEAT RIDGE**

*[Handwritten Signature]*

[Signature]

*Bud Starker, Mayor*

[Name & Title]

ATTEST:

*Janelle Shaver*

[Signature]

*Janelle Shaver, City Clerk*

[Name & Title]



Approved as to legal form:

*[Handwritten Signature]*

[Signature]

*Gerald Dahl, City Attorney*

[Name & Title]

**CITY OF LAKEWOOD**

*Kathleen E. Hodgson, City Manager*

ATTEST:

*Margy Greer, City Clerk*

Approved as to form:

Recommended for Approval:

*Gregory D. Graham, Deputy City Attorney*

*Jay Hutchison, Director  
Department of Public Works*

*Kyle Beck, Infrastructure Maintenance/Ops. Engineer  
Department of Public Works*

**ATTACHMENT A – SCOPE OF WORK**

Contractor will perform the following work for Wheat Ridge:

- A two-inch (2") full mill of 26<sup>th</sup> Avenue between Oak Street and Kipling Street.
  - Necessary patching will follow the milling operation
    - Patching shall be at six inches (6") thick or match existing mat thickness, whichever is greater
    - 2019 pricing for patching is \$119.60 per ton for HBP 'A' Patch (grade S) (Haul & Asphalt (Collector))
    - 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 26<sup>th</sup> Avenue with a two-inch (2") final lift Overlay using SX 58-28 Hot Mix Asphalt
  - Striping will be installed by Lakewood's in-house striping crew