

**PUBLIC WORKS MEMORANDUM**  
**#47-2022**

**DATE:** Oct. 24, 2022  
**TO:** Honorable Mayor Meredith Leighty and City Council Members  
**THROUGH:** Heather Geyer, City Manager *Hmg*  
**FROM:** Kent Kisselman PE, Director of Public Works *KK*  
**SUBJECT:** CR-143 – 112<sup>th</sup> Avenue Westminster IGA

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**PURPOSE**

To consider CR-143, a resolution approving an Intergovernmental Agreement (IGA) between the City of Northglenn and the City of Westminster for sharing costs of resurfacing a portion of West 112<sup>th</sup> Avenue.

**BACKGROUND**

The City of Westminster reached out to Northglenn staff in early 2022 to explore the possibility of resurfacing West 112<sup>th</sup> Avenue from Huron Street to Federal Boulevard. Northglenn owns the south half of West 112<sup>th</sup> Avenue between Huron Street and Alcott Street.

Westminster provided estimates of the construction cost and by entering into this agreement Northglenn agrees to reimburse Westminster on a proportionate share basis of any cost incurred to resurface 112<sup>th</sup> Avenue.

Northglenn's contribution for this project is estimated at \$601,796.05.

**BUDGET/TIME IMPLICATIONS**

Funds in the amount of \$650,000 have been budgeted in the Capital Projects Fund for 2023 and is subject to approval of the 2023 City Budget.

	<b>Amount</b>
Budget	\$650,000
Westminster IGA	\$601,796.05
<b>Budget Remaining</b>	<b>\$48,203.95</b>

The project completion schedule would be determined by Westminster.

**STAFF RECOMMENDATION**

Attached is CR-143, a resolution that, if approved, would authorize the Mayor to execute an Intergovernmental Agreement between the City of Northglenn and the City of Westminster for the 112<sup>th</sup> Avenue Resurfacing Project in an amount not to exceed \$601,796.05. Northglenn's contribution includes a 20% contingency. Staff recommends approval of CR-143.

**STAFF REFERENCE**

If Council members have any questions, please contact Kent Kisselman, Director of Public Works, at [kkisselman@northglenn.org](mailto:kkisselman@northglenn.org) or 303.450.4005.

CR-143 – 112<sup>th</sup> Avenue Westminster IGA

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-143  
Series of 2022

\_\_\_\_\_  
Series of 2022

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE CITY OF WESTMINSTER FOR THE 112<sup>TH</sup> AVENUE RESURFACING PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO THAT:

Section 1. The Intergovernmental Agreement between the City of Northglenn and the City of Westminster, attached hereto, in an amount not to exceed \$601,796.05 regarding the resurfacing of 112<sup>th</sup> Avenue from Federal Boulevard to Huron Street is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
JENNY WILLFORD  
Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF WESTMINSTER AND THE CITY OF NORTHGLENN  
REGARDING RESURFACING OF  
112<sup>TH</sup> AVENUE – FEDERAL BOULEVARD TO HURON STREET**

This **INTERGOVERNMENTAL AGREEMENT REGARDING THE RESURFACING OF 112<sup>TH</sup> AVENUE** (the “Agreement”) is made and entered into effective this 6<sup>TH</sup> day of February, 2023, 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 **CITY OF Northglenn**, a Colorado home rule municipality whose principal business address is 11701 Community Center Drive, Northglenn, Colorado 80233 (“Northglenn”). Both the City of Westminster and City of Northglenn 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 the asphalt pavement and the removing and replacing of deteriorated concrete along 112<sup>th</sup> Avenue – Federal Blvd to Huron Street; and

WHEREAS, Westminster is responsible for maintaining and repairing those portions of 112<sup>th</sup> Avenue situated within Westminster; and

WHEREAS, Northglenn is responsible for maintaining and repairing those portions of 112<sup>th</sup> Avenue situated within the City of Northglenn; and

WHEREAS, Westminster is willing to include Northglenn’s portion of 112<sup>th</sup> Avenue, from Federal Boulevard to Huron Street, in the same contract as Westminster will be entering into for those street improvements located within Westminster; and

WHEREAS, Westminster has requested, and Northglenn is agreeable, that Northglenn reimburse Westminster on a proportionate share basis Northglenn’s portion of the cost for that portion of 112<sup>th</sup> Avenue from Federal Boulevard to Huron Street, which is located within Northglenn’s jurisdiction; and

WHEREAS, estimates of the construction costs for the portion of the Project located within Northglenn’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 Northglenn’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 ten percent (10%) contingency has been applied to each item to accommodate the possibility of over-running estimated quantities, and a twenty percent (20%) 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 “Work” (street resurfacing and deteriorated concrete removal and replacement) to 112<sup>th</sup> Avenue from Federal Boulevard to Huron Street. This Work will be performed on that portion of 112<sup>th</sup> Avenue located in Westminster, and on twenty-seven thousand twenty-four (27,024) square yards of pavement presently located in Northglenn, as shown on attached EXHIBIT A. It is agreed that this work shall include improvements to 112<sup>th</sup> Avenue located in Northglenn consisting of a 2-inch full mill and overlay, restriping of the roadway, replacement of all traffic markings, and the removal and replacement of deteriorated concrete. The Work shall be secured by payment and performance bonds and warranted for a period of one year.
- 1.2 Westminster shall contract for, manage, and cause the construction of the Work. Westminster shall utilize the customary bidding procedures set forth in the Westminster Municipal Code for the construction and on-site construction management of the Work.

**2.0 TERM; PAYMENT FOR THE WORK.** Northglenn shall pay Westminster an amount of six hundred and one thousand seven hundred ninety-six dollars five cents (\$601,796.5) (the “Northglenn Contribution”). Westminster shall send an invoice to Northglenn, with the quantities and unit prices, and Northglenn shall pay Westminster within thirty (30) days of receipt of the invoice. In addition, the Parties understand and agree that the contingencies added to the overall budget for use toward change orders or minor contract revisions is intended to protect against additional costs for the Work. In the event the portion of the Work located in Northglenn exceeds the Northglenn Contribution, any additional contribution by Northglenn shall require a written amendment to this Agreement consistent with Section 14.0 of this Agreement.

**3.0 PROJECT MANAGER**

- 3.1 Westminster’s project manager for the project is Brock Hufford, Pavement Management Coordinator, Department of Public Works and Utilities, Street Operations Division.
- 3.2 Northglenn’s project manager for the Project is J. Daniel Martinez, Senior Engineer, City of Northglenn.
- 3.3 The project managers from both Westminster and Northglenn 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 Northglenn 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 Northglenn 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. Northglenn 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 Northglenn 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 Northglenn and Westminster, and their respective Mayors, Councilors, 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 Jefferson 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 Northglenn 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.

**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.*

SIGNATURE PAGE TO FOLLOW

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

**CITY OF NORTHGLENN, COLORADO**

**CITY OF WESTMINSTER, COLORADO**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[Seal]

[Seal]

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

Approved as to Form & Content

Approved as to Form & Content

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**FEE PAYMENT SCHEDULE AND LOCATION MAP**



## Exhibit A

<b>Northglenn Portion HMA</b>				
<b>Location</b>	<b>From:</b>	<b>To:</b>	<b>Sq yards</b>	
<b>112th Ave</b>	<b>Federal Blvd</b>	<b>Huron St</b>	<b>27,024</b>	
Removal of Asphalt Mat (2" Full width Planing)	27,024	Sq Yards	\$ 2.20	\$ 59,452.80
HMA GR SX (75) PG 64-22 (25% RAP)	3,567	Sq Yards	\$ 85.03	\$ 303,302.01
Adjust MH	5	Each	\$ 77.00	\$ 385.00
Communication MH	2	Each	\$ 63.25	\$ 126.50
Traffic Control (Arterial)	4	LS/Day	\$ 4,950.00	\$ 19,800.00
Temporary Striping (Waterborne)	60	Gal	\$ 59.40	\$ 3,564.00
Lane Lines Epoxy Paint (White & Yellow)	60	Gal	\$ 157.30	\$ 9,438.00
Thermoplastic Crosswalks (2' x 8')	192	Sq Feet	\$ 12.65	\$ 2,428.80
Preformed Thermoplastic Stop Bar	60	Sq Feet	\$ 12.65	\$ 759.00
Preformed Thermoplastic Turn Arrows	12	Each	\$ 379.50	\$ 4,554.00
Full Depth Production Patching	1,300	Sq Yards	\$ 50.00	\$ 65,000.00
<b>Asphalt Total</b>				<b>\$ 468,810.11</b>
2'6" Vertical Curb & Gutter (remove & replace)	200	LF	\$ 32.40	\$ 6,480.00
Sidewalk (6" thick) (remove & replace)	500	SF	\$ 10.37	\$ 5,185.00
ADA Curb Ramp (remove & replace per spec)	2	Each	\$ 1,788.48	\$ 3,576.96
ADA Curb Ramp Retro-Fit (wet set)	8	Each	\$ 622.08	\$ 4,976.64
1' Chase Section (Remove & replace)	2	Each	\$ 3,570.00	\$ 7,140.00
8" Thick Crossspan (Remove & Replace)	240	Sq Feet	\$ 22.20	\$ 5,328.00
<b>Concrete Total</b>				<b>\$ 32,686.60</b>
20% Contingency				\$ 100,299.34
<b>City of Northglenn Total Share</b>				<b>\$ 601,796.05</b>

**Exhibit A**  
**IGA - 112th Avenue from Federal Boulevard to Huron Street**

**Legend**

 City Limit

