

**INTERGOVERNMENTAL AGREEMENT
2017 PAVEMENT REHABILITATION PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the **CITY OF CENTENNIAL**, a home rule municipal corporation of the State of Colorado, hereinafter referred to as “Centennial,” and the **CITY OF LITTLETON**, a home rule municipal corporation of the State of Colorado, hereinafter referred to as “Littleton.” Centennial and Littleton are individually referred to herein as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties are home-rule cities formed under the authority granted Article XX, Section 6 of the Colorado Constitution, and are authorized by C.R.S. §29-1-203 and their home-rule charters to enter into a contract or agreement for the sharing of the cost of concrete repair and pavement rehabilitation, as set out below; and

WHEREAS, Littleton is undertaking to perform pavement rehabilitation of that portion of South Broadway between West Caley Avenue and East Arapahoe Road (the “Project Road”); and

WHEREAS, the Project Road lies within the jurisdictions of Littleton and Centennial; and

WHEREAS, Littleton desires to enter into a construction contract with **P L M Asphalt and Concrete Inc. d/b/a PLM Asphalt and Concrete** (hereinafter referred to as “Pavement Contractor”) to perform the pavement rehabilitation work on the Project Road; and

WHEREAS, Littleton and Centennial have determined to utilize the services of Pavement Contractor through a construction contract with Littleton to accomplish the pavement rehabilitation on the Project Road, with Centennial reimbursing Littleton for Centennial’s share of the materials and labor as described in **Exhibit A** to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and the premises herein contained, the parties hereto agree:

1. Term: This Agreement shall be effective as of September 30, 2017 and shall continue through December 31, 2017.

2. Work by Littleton: Littleton shall act as the Project Manager. A map of the Project Road, consisting of one page, is attached hereto as **Exhibit B** and is incorporated herein by reference. The performance obligation of Littleton hereunder shall be limited to funds appropriated by Centennial for the purpose of this Agreement and paid to Littleton pursuant to this Agreement.

3. Statements and Payment: Upon receipt and approval of partial pay requests from Pavement Contractor, Littleton shall make periodic payments to the Pavement Contractor. Upon payment to the Pavement Contractor, Littleton will submit billing to Centennial for the portion of work performed on the Project Road within Centennial’s jurisdiction during the applicable pay

period(s) and Centennial shall reimburse Littleton said full amount of billing within thirty (30) days of receipt of billing from Littleton. Billing will be based the applicable contract unit price for contract bid items associated with work on the Project Road, and as more specifically set forth in **Exhibit A**. All payments by Centennial to Littleton contemplated in this Agreement have been appropriated or otherwise lawfully authorized by Centennial in Centennial's 2017 budget.

4. Waiver: In no event shall any performance by one party hereunder constitute or be construed to be a waiver by such party of any breach of covenant or condition or any default which may then exist on the part of the other party, and the rendering of any such performance when any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the non-breaching party with respect to such breach or default, and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any succeeding or other breach.

5. Liability: Each party shall be responsible for its own negligence hereunder to the extent provided by law. Neither party shall be deemed to be an agent for the other party.

6. Subject to Local Laws; Venue: Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law. Venue for any action arising hereunder shall be in Arapahoe County, Colorado.

7. Assignment and Subcontracting: Neither party is obligated or liable under this Agreement to any party other than those specified herein. Centennial and Littleton understand and agree that they shall not assign or subcontract with respect to any of the rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the other party, which consent or approval may be withheld in the absolute discretion of that other party, and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between either of the parties and such assignee or subcontractor, and Centennial and Littleton shall remain responsible to each other according to the terms of this Agreement.

8. Conflict of Interest: The parties agree that no official, officer or employee of Centennial shall have any personal or beneficial interest whatsoever in the services or property described herein and Littleton further agrees not to hire or contract for services any official, officer or employee of Centennial which would be in violation of any applicable Centennial rules and regulations.

9. No Third Party Beneficiary: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Centennial and Littleton, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Centennial and Littleton that any person other than Centennial or Littleton receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

10. Status of Parties: It is understood and agreed by and between the parties that the status of each of the parties hereto shall be that of an independent contractor and it is not

intended, nor shall it be construed, that either party or any employer or subconsultant of such party is an employee, officer, or agent of the other party for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

11. Examination of Records: Littleton agrees that any duly authorized representative of Centennial, shall, until the expiration of three (3) years after the final payment made by Littleton to the Pavement Contractor, have access to and the right to examine any directly pertinent books, documents, papers and records of Littleton involving transactions related to this Agreement, including but not limited to all records of Littleton related to the Project Road and Littleton's construction contract with Pavement Contractor.

12. Paragraph Headings: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

13. Severability: It is understood and agreed by the parties hereto that if any part, term, or provisions of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced *as if* the Agreement did not contain the particular part, term, or provision held to be invalid.

14. Agreement as Complete Integration; Amendments: This Agreement is intended as the complete integration of all understandings between the parties, their successors and assigns. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in written amendatory or other Agreement executed by the parties and signed by the signatories of the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

15. Legal Authority:

a. Each Party assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

b. The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he/she or they are fully authorized to execute this Agreement on behalf of Centennial or Littleton and to validly and legally bind Centennial or Littleton to all the terms, performances and provisions herein set forth.

16. Execution in Counterparts: This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

17. Project Representatives; Project Management:

a. **Project Representatives:**

1. Littleton Representative. Littleton hereby designates Brent Thompson (bthompson@littletongov.org (303) 795-3798) as the Littleton Representative to coordinate all communication with Centennial related to the Project and issues arising under this Agreement.

2. Centennial Representative. Centennial hereby designates Kelsey Deckert (kdeckert@centennialco.gov (303) 754-3349) as the Centennial Representative to coordinate all communication with Littleton related to the Project and issues arising under this Agreement.

b. **Project Management:** It is mutually agreed between the Parties that Littleton shall be responsible for management of the project through direction to the Pavement Contractor, approval of traffic control plans, testing, and inspection. It is further agreed that the Centennial Representative will work through the Littleton Representative to provide direction or comments to the Pavement Contractor.

18. Traffic: It is mutually agreed that Centennial will issue the appropriate permit to the Pavement Contractor for execution of work within Centennial's jurisdiction at no cost and will allow Pavement Contractor to utilize Centennial's arterial roadways for transport of material to project site.

19. Cost Overruns: Centennial and Littleton understand that if the actual project cost exceeds the costs described in **Exhibit A**, Littleton will notify Centennial and receive authorization to proceed with the work from the Centennial Representative before any those additional costs are incurred. If actual costs exceed the amounts stated in **Exhibit A** due to actual field constructed quantities, Centennial agrees to work with Littleton to amend this Agreement to reflect the actual cost of Centennial's portion of the project and reimburse said amount to Littleton.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

SIGNATURE PAGES FOLLOW]

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

CITY OF CENTENNIAL, COLORADO

By: _____
Matt Sturgeon, City Manager pursuant to
the authority provided in Section 2-2-130(c)(1)
of the Centennial Municipal Code

Attest:

Reviewed by:

City Clerk or Deputy City Clerk

For City Attorney's Office

DEPARTMENT/POSITION RESPONSIBLE FOR ADMINISTRATION OF
CONTRACT: Public Works

CITY OF LITTLETON, COLORADO

By: _____

Title: Mayor

Attest:

Approved as to form:

City Clerk or Deputy City Clerk

City Attorney

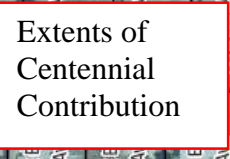
EXHIBIT A

Costs

2017 Littleton Street Rehabilitation Program – City of Centennial Portion of Broadway				
	Unit	Quantity	Cost per Unit	Total
Removal of Asphalt Mat (Planning)	SY	4,600	\$2.15	\$9,890.00
Removal of Curb and Gutter	LF	99	\$9.85	\$975.15
Removal of Sidewalk	SY	18	\$27.00	\$486.00
Sawcutting Concrete and Asphalt	LF	220	\$2.75	\$605.00
Adjust Valve Covers to Final Grade	EA	4	\$50.00	\$200.00
Aggregate Base Course (Class 6)	TN	5	\$38.80	\$194.00
Hot Mix Asphalt (SX)(75)(PG 64-22)	TN	589.49	\$69.30	\$40,851.81
Concrete Sidewalk (6")	SY	9	\$60.75	\$546.75
Concrete Curb Ramp	SY	7	\$107.00	\$749.00
Truncated Domes Detectable Warning	EA	2	\$138.00	\$276.00
Joint Seal	LF	15	\$4.50	\$67.50
Concrete Driveway (10")	SY	15	\$122.00	\$1,830.00
Curb and Gutter, Type 2 (Section IIB)	LF	99	\$22.00	\$2,178.00
Epoxy Pavement Marking	Gal	9	\$97.00	\$873.00
Preformed Thermoplastic (Xwalk - Stop Line)	SF	178	\$12.50	\$2,225.00
Preformed Thermoplastic (Word/Symbol)	SF	39	\$19.00	\$741.00
			Estimated Total Cost	\$62,688.21
			Construction Management (7.5%)	\$4,701.62
			Total Project Cost	\$67,389.83

*All quantities are actual construction quantities in project limits that lies within City of Centennial boundaries.

Map of Project Road



Littleton/
Centennial
Boundary