



City of Centennial

Contract Routing Form

* ROUTING FORM MUST STAY WITH THE CONTRACT THROUGH COMPLETION AND MUST BE SIGNED BY ALL REQUIRED PARTIES *

EMPLOYEE ROUTING CONTRACT:		Yvonne U on behalf of Monty S (2/19/13)		
CONTRACT TOPIC:		IGA Snow Removal Services (Douglas County)		
CONTRACTOR:		PROJECT MANAGER:	Monty Sedlak	
ESTIMATED COST/REVENUE:	\$0	INSURANCE CERTIFICATE?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
ESTIMATED START DATE:	November 12, 2012	ESTIMATED END DATE:	December 31, 2013	
BUDGET LINE ITEM: See Department Director or Division Manager				
OTHER BUDGET INFORMATION: See Finance Department		Contract Number: <u>N/A</u>		
Department Code: _____		Account Number: _____		
PROCUREMENT CLASSIFICATION: See Purchasing Manager		See Purchasing Policy for Definitions (Please check one)		
Small Dollar Exempt (\$0-5,000)	<input type="checkbox"/>	Cooperative Bid Exempt (List Organization in Comments)	<input type="checkbox"/>	Sole Source Bid Exempt (Attach Justification Memo) <input type="checkbox"/>
Simple Procurement (\$5,000-30,000) (Attach Quotations)	<input type="checkbox"/>	Formal Procurement (\$30K-\$150K or \$300K for PW/CIP) (List IFB No. in Comments)	<input type="checkbox"/>	High Value Procurement (Over \$150K or 300K for PW/CIP) <input type="checkbox"/>
COMMENTS				
ROUTING ORDER				
Department:	Department Contact Signature:	Date Signature Requested:	Date Returned with Signature:	
1) Department Director or Division Manager		<u>2/22/13</u>	<u>2/22/13</u>	
2) Finance Department		<u>2-27-13</u>	<u>2-27-13</u>	
3) Purchasing Manager		<u>—</u>	<u>—</u>	
4) City Attorney's Office <i>(If Required)</i>		<u>02-19-13</u>	<u>02-19-13</u>	
5) Contractor/Vendor		<u>—</u>	<u>—</u>	
6A) City Manager's Office		<u>—</u>	<u>3-4-13</u>	
6B) Council / Mayor <i>(If Required)</i>		<u>N/A</u>	<u>N/A</u>	
7) City Clerk's Office				

Distributed By:	Distributed To:	Name:	Date:
	Contractor		
	City Attorney's Office		
	City Clerk's Office		
	Finance Department		

Contract Routing Guidelines

The Project Manager is responsible for the contract from creation to execution. The contract and all documents incorporated by reference in the contract, including attachments, appendices, and exhibits must be attached to the contract. The Project Manager attaches the Contract Routing Form (above) to the contract. The following steps are guidelines for the Project Manager to follow:

- 1) **Department Director/Division Manager** – Project Manager must obtain approval from the Department Director or Division Manager responsible for completing the Budget Line Item section and the Insurance Certificate section.
- 2) **Finance Department** - Project Manager must obtain approval from the Finance Department employee responsible for completing the (1) contract number, (2) department code, and (3) account number in the Other Budget Information section.
- 3) **Purchasing Manager** - Project Manager must obtain approval from the Purchasing Manager to ensure the Procurement Classification section is completed in accordance with the **Purchasing Policy**.
- 4) **City Attorney's Office** - *If required*, the Project Manager should meet with the City Attorney's Office to draft a contract in accordance with the **Purchasing Policy**.
- 5) **Contractor** - The Project Manager must obtain the approval of the Contractor.
- 6) **Approval** - The "City Manager Approval Amount" is \$300,000 for public works or capital improvement projects, and \$150,000 for items not related to public works or capital improvement projects. Depending on the amount of the contract, the Project Manager must obtain the approval of the (A) City Manager or (B) the City Council.
 - A. City Manager Approval – If the contract is less than the City Manager Approval Amount the Project Manager must:
 - i. Create one (1) original contract for the Contractor and two (2) additional original contracts for City records.
 - ii. Obtain the signature of the Contractor for all three (3) original contracts.
 - iii. Obtain the signature of City Manager for all three (3) original contracts.
 - iv. Provide one (1) signed original contract to the Contractor.
 - v. Proceed to Step 7.
 - B. City Council Approval – If the contract is more than the City Manager Approval Amount the Project Manager must:
 - i. Obtain the approval of the City Manager for the contract amount.
 - ii. Schedule the contract as an item on the City Council Agenda through SIRE.
 - iii. Give the City Clerk's Office an electronic copy of the contract.
 - iv. Request the City Attorney's Office draft a Resolution.
 - v. Create one (1) original contract for the Contractor, and two (2) additional original contracts for City records.
 - vi. Obtain the signature of the Mayor for all three (3) original contracts upon approval by City Council. If requested, the City Clerk will assist if three (3) originals are provided prior to the City Council meeting.
 - vii. Obtain the signature of the Contractor for all three (3) original contracts.
 - viii. Proceed to Step 7.
- 7) **City Clerk's Office** - Project Manager must provide the remaining two original contracts and a Proof of Insurance Certificate to the City Clerk's Office for records management.

INTERGOVERNMENTAL AGREEMENT
by and between
THE CITY OF CENTENNIAL, COLORADO
and
THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

REGARDING SNOW REMOVAL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT REGARDING SNOW REMOVAL SERVICES (the "Agreement") is entered into by and between the CITY OF CENTENNIAL, a home rule municipality of the State of Colorado (the "City"), and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS (the "County") (collectively, the "Parties"), and shall be effective as of November 1, 2012 (the "Effective Date").

RECITALS

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the City and the County may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the City is a party to that certain Intergovernmental Agreement with the City of Lone Tree Regarding Improvements to and Maintenance of County Line Road (the "County Line Road IGA"); and

WHEREAS, by entering into this Agreement with the County, the City does not intend to affect the validity of the County Line Road IGA or amend the County Line Road IGA in any fashion; and

WHEREAS, the Parties will each benefit from the City and the County performing snow removal services on selected portions of County Line Road, as more particularly described in this Agreement; and

NOW, THEREFORE, it is hereby mutually agreed as follows:

AGREEMENT

1. COUNTY SERVICES. The County shall perform snow removal services on County Line Road within the jurisdictional boundaries of the City, east of and including the intersection of South Holly Street and County Line Road, as more specifically shown on the "Snow Removal Responsibilities" map, a copy of which is attached to this Agreement as Exhibit A, and incorporated herein by reference.

A. The County shall perform its snow removal services (the "County Services") in a manner consistent with Exhibit B attached hereto, and consistent with the current

County snow removal procedures and prioritization schedule, which are attached to this Agreement as Exhibit C, and are hereby incorporated by reference.

B. The County shall follow all applicable statutes, rules, and regulations of the State of Colorado, and all policies, procedures, resolutions, and ordinances of the County relating to the subject matter of this Agreement.

2. CITY SERVICES. The City shall perform snow removal services on County Line Road within the jurisdictional boundaries of the City and the County, west of and including the intersection of South Holly Street and County Line Road as more specifically shown in Exhibit A.

A. The City shall perform its snow removal services (the "City Services") in a manner consistent with Exhibit B attached hereto, and consistent with the City's current roadway maintenance and snow removal procedures and prioritization schedules.

B. The City shall follow all applicable statutes, rules, and regulations of the State of Colorado, and all policies, procedures, resolutions, and ordinances of the City relating to the subject matter of this Agreement.

3. TERM OF AGREEMENT. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect through December 31, 2013, unless earlier terminated as set forth below.

A. Extension of Term of Agreement. The Parties reserve the right to extend the term of this Agreement for subsequent one (1) year terms, on an annual basis. Any such extension(s) shall be set forth in writing and shall contain an updated *Snow Removal Responsibilities* map (Exhibit A) and other updated exhibits, as necessary and applicable.

B. Termination. Either party shall have the right to terminate this Agreement, without cause, provided that the party desiring to terminate this Agreement has provided a minimum of ninety (90) days advance written notice to the other party. Any such written notice of termination given under this Agreement shall clearly set forth the date of termination of this Agreement.

4. COST. The Parties agree that the County Services and City Services shall be provided without reimbursement or compensation to either party, unless otherwise agreed to in writing. The Parties have analyzed the costs associated with the County Services and the City Services and have determined that providing no reimbursement or compensation to either party represents a fair and equitable cost-sharing arrangement under the circumstances, based upon the allocation of County Services and City Services memorialized in this Agreement and depicted in Exhibit A.

5. SUBSEQUENT ANNEXATIONS. The Parties agree that annexation of additional areas by the City may result in a change of the City's boundaries along portions of County Line Road, and may therefore impact the cost allocation set forth in Paragraph 4 of this Agreement. The County and City agree to work together to determine any additional or

decreased costs that may be incurred due to any such annexation(s) and to memorialize such costs in a written amendment to this Agreement. In the event that the City annexes additional property subsequent to the execution of this Agreement, the County reserves the right to refuse to provide services to the annexed property.

6. INDEPENDENT CONTRACTOR. The City and the County function as independent contractors, and nothing herein contained shall constitute or designate the employees or contractors of the City or County as employees of the City or the County, for any purpose.

7. ADDITIONAL SERVICES. In the event the City or the County desire services in addition to, or different from, the County Services and City Services defined in this Agreement, the City or the County may make a written request, which will then be addressed and resolved with reasonable promptness and on mutually acceptable terms between the Parties. Any such written amendment to this Agreement setting forth the mutually acceptable terms shall be in writing and executed by the Parties.

8. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS. In any action by any third party brought against either Party in connection with the provision of the County Services or City Services under this Agreement, neither Party shall be liable for the acts or omissions of the other, and each Party shall bear its own costs with respect to the defense thereof.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties with respect to its subject matter; and it cannot be amended or supplemented except by a writing signed by both Parties. Any amendments or modifications to this Agreement must be in writing executed by the Parties in order to be valid and binding.

10. BINDING AGREEMENT. This Agreement shall inure to the benefit of, and be binding upon the Parties and their respective successors and permitted assigns.

11. ASSIGNMENT. Neither Party shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other Party. Any attempt to assign this Agreement or parts hereof in the absence of such written consent shall be null and void ab initio. However, both parties shall be allowed to subcontract portions of the County Services or the City Services without the prior or subsequent permission of the other party.

12. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal proceedings shall be in the Douglas County District Court.

14. NOTICES. Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by first class mail postage prepaid, to the following addresses:

If to the City:

If to County:

City Manager City of Centennial 13133 E. Arapahoe Road Centennial, Colorado 80112	Rod Meredith Douglas County Public Works Operations P.O. Box 1390 Castle Rock, CO 80109
With Copy to: City Attorney City of Centennial 13133 E. Arapahoe Road, Suite 100 Centennial, Colorado 80112	With Copy to: Douglas County Attorney 100 Third Street Castle Rock, CO 80104

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party, by written notice so provided, may change the address to which future notices shall be sent.

15. NO WAIVER OF GOVERNMENTAL IMMUNITY. The Parties understand and agree that the County and City, and each of their respective elected officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S. (the "CGIA"), or otherwise available to the County or the City. To the extent the CGIA imposes varying obligations or contains different waivers of immunity for municipalities and counties, both the City and the County agree that each will remain liable for their independent obligations under the CGIA whether due to acts or omissions or property interests, and neither party shall be the agent of the other or liable for the obligations of the other under the provisions of the CGIA.

16. NO THIRD PARTY BENEFICIARIES. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and City, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

17. AGREEMENT SUBJECT TO ANNUAL APPROPRIATION. The Parties are political subdivisions of the State of Colorado and, as such: (a) any and all financial obligations described in this Agreement are subject to annual budget and appropriations requirements; and (b) no contractors or subcontractors shall have any lien rights against the Parties, nor against any real property lying within the jurisdictional boundaries of the City or the County in the event of nonpayment of any amount due under this Agreement or related to this Agreement.

18. NO PERSONAL OR CONTRACTUAL LIABILITY. No elected official, director, officer, agent or employee of the City or the County shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof, or because of his or her execution or approval of this Agreement.

19. COUNTERPART EXECUTION. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement Regarding Snow Removal Services, to be effective as of the Effective Date of November 1, 2012. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF
DOUGLAS, COLORADO

By: _____
County Manager, Douglas J. DeBord

ATTEST:

County Clerk - Melissa A. Pelletier

CITY OF CENTENNIAL, COLORADO

By: _____
John H. Danielson, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk or Deputy City Clerk



For City Attorney's Office

DEPARTMENT OF ORIGINATION: Public Works

FINANCE DEPARTMENT REVIEW:

Finance has reviewed this agreement and the funds:

- are appropriated and available for this Agreement.*
- are not available for this Agreement.*
- not applicable (N/A) to this Agreement.*

By: Dawn Priday

Budgeted Item/Account: _____

DEPARTMENT/POSITION RESPONSIBLE FOR ADMINISTRATION OF CONTRACT: Public Works

Exhibits:

Exhibit A Snow Removal Responsibilities – Map

Exhibit B Services to be Provided

Exhibit C Douglas County Snow Removal Procedures and Prioritization Schedule – for Urban Arterial Roadways

EXHIBIT A

2001 COUNTY LINE ROAD
SNOW REMOVAL RESPONSIBILITIES

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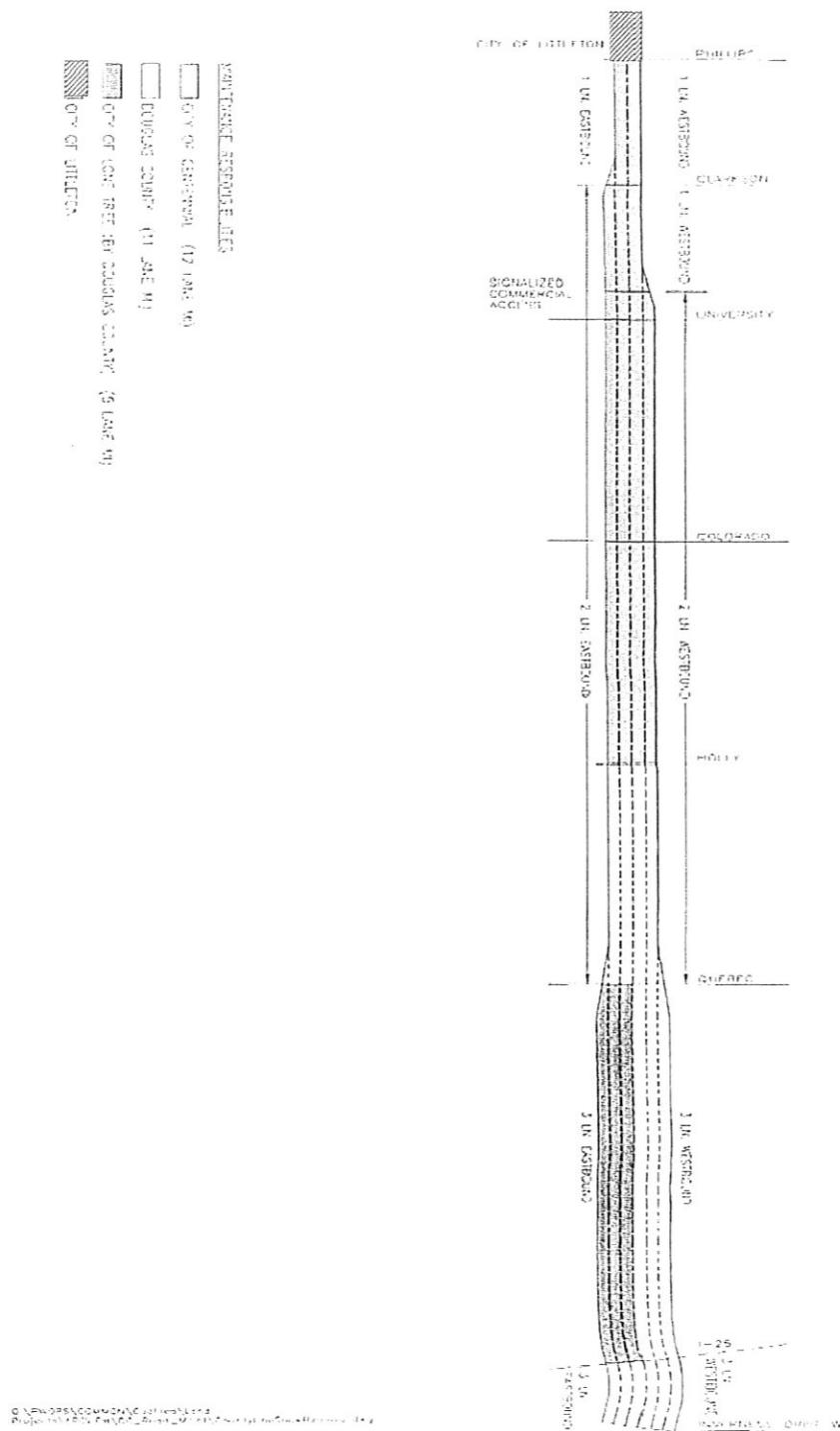


EXHIBIT B
SERVICES TO BE PROVIDED

Under this Agreement, the County and the City shall provide snow removal services along those portions of County Line Road identified in Exhibit A to this Agreement. Lanes and roads added after the Effective Date are not covered under this Agreement.

The Services that Douglas County and the City of Centennial will perform include and are limited to:

1. Snow Removal
2. Chemical treatment for snow and/or ice (at the discretion of the Parties)
3. Sanding, if necessary, for roadway safety.

All work shall be consistent with the Parties' written snow removal procedures.

The County shall perform the County Services in a manner consistent with the current County snow removal procedures and prioritization schedule, which is attached to this Agreement as Exhibit C.

The County recognizes that the City is a party to that certain County Line Road IGA, and that the County Line Road IGA prohibits the City from stockpiling or placing snow removed from the City's portion of County Line Road into the County Line Road median or any other incorporated portion of the City of Lone Tree ("Lone Tree"). Therefore, in undertaking the County Services the County agrees to not stockpile or place snow removed from the City's portion of County Line Road into the County Line Road median or any other incorporated portion of Lone Tree. Similarly, snow removed from Lone Tree (under the County's separate written agreement with Lone Tree) shall not be stockpiled or placed within any incorporated portion of the City without the City's advance written consent.

In the sole discretion of the City and County, as appropriate, but consistent with the Parties' written snow removal procedures or the Parties' respective snow removal practices for urban arterial roadways, Douglas County and the City of Centennial will: (a) use a liquid de-icing product and granular soluble de-icing products where possible to avoid residue from sanding; (b) use aggregate products when required to provide for skid resistance and roadway safety.

Sweeping of aggregate products is not part of this Agreement and may be performed by the Parties at their discretion.

EXHIBIT C

DOUGLAS COUNTY SNOW REMOVAL PROCEDURES AND PRIORITIZATION SCHEDULE – FOR URBAN ARTERIAL ROADWAYS

The following is a description of the procedures and expectations for snow removal on urban arterial roadways. Urban arterial roadways receive the highest priority snow removal response due to their importance within the roadway network and anticipated operating speeds.

In the case of **major blizzards**, the Department of Public Works Operation's team ("PW Ops") will secure its plan and place that information on the home page of the Douglas County website. That information is updated as necessary to keep the website current with changing conditions.

The planning effort for a snowstorm engages as soon as forecasts from the National Weather Service and Skyview Weather of impending weather are received. The snow forecasts are continually monitored to determine the anticipated arrival, snow accumulation, intensity and temperatures.

The plan includes:

- **Number of snowplows and personnel required:**

The number of personnel and type of snow removal equipment are determined based upon the anticipated strength of the storm. Personnel from PW Ops and other County departments are deployed when snow starts falling.

- **Number of shifts and length of shifts for drivers:**

Snow removal personnel are notified of anticipated start times based upon available weather data. Douglas County typically assigns personnel to 12-hour shifts with the major workforce deployed during the daylight hours to assist rush-hour traffic. A limited number of units are deployed during evening hours to continue widening operations and to respond to requests for emergency assistance. If you have an emergency during a snowstorm, call 911 for assistance.

- **Determining what products are most appropriate for the road surfaces:**

Douglas County utilizes both liquid and granular de-icing products depending upon the location of the roadway, temperature of the pavement and potential for re-freezing. Liquid anti-icing products are sometimes applied to arterial roadways (major roadways) prior to snowstorms; when temperatures are appropriate, to minimize bonding of snow to pavement surfaces. Liquid anti-icing products are also applied during the storm to inhibit bonding and provide a lower freezing temperature. Alternate granular products called "Ice Slicer" and "Quik Salt" are used primarily on urban arterial roadways to address icy conditions. Abrasive materials containing a

blend of salt and sand are sometimes applied to roadways to provide traction at curves, hills and intersections.

Prioritization of Roadways for Snow Removal

There are some aspects of snowstorm planning that are consistently followed. County-maintained roads are plowed based on the following prioritization criteria:

- **Priority 1**

Arterial roadways are always addressed first: Arterial roadways are major roadways having high traffic volumes and high operating speeds. Those roadways providing critical access links within the County and the majority of the County's snow removal equipment is needed to keep arterial roadways safe for travel. Arterial roadways are the top priority to ensure accessibility for emergency vehicles, to provide adequate width for vehicle lanes and breakdown areas, and to minimize surface icing. Because arterials are critical to the transportation and emergency needs of the County, snow removal equipment will remain on arterial roadways until the snow storm dissipates.

There are 637 lane miles of arterial roadways that comprise the top priority of the County's snow removal network. The County's snow removal network and priority schedule can be viewed at the map below.

- **Priority 2**

Collector roadways/school bus routes: Once snowfall subsides and arterial roadways have been safely cleared, equipment is then deployed to plow collector roadways and school bus routes. Collector roadways distribute traffic between arterial roadways and residential streets and often serve as links between subdivisions. Collector roadways normally do not provide direct access to private property.

- **Priority 3**

Local streets and cul-de-sacs: Local streets and cul-de-sacs provide for low to moderate traffic volumes within subdivisions and provide direct access to residences or private property. Plowing of local streets and cul-de-sacs is typically addressed after arterial and collector roadways have been cleared. All local streets and cul-de-sacs are plowed during every storm unless accumulations are minor and are expected to melt the following day.