

**RESOLUTION NO. 17-28**

**INTRODUCED BY:**

**Council Member Murphy**

**Council Member Dougherty**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FEDERAL HEIGHTS AND THE ADAMS COUNTY BOARD OF COMMISSIONERS REGARDING THE CONSTRUCTION OF STORM SEWER IMPROVEMENTS**

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, and Section 18.7 of the City of Federal Heights ("Federal Heights") home rule charter, authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, Federal Heights is currently installing a "cast in place liner in storm sewer" in various storm sewer lines throughout its municipal limits (the "Project"); and

WHEREAS, the Project includes a portion of the south side of 84<sup>th</sup> Avenue located within the unincorporated Adams County limits (specifically a 4400 foot long section from Huron Street west to the Umatilla Street and Federal Heights' municipal limits); and

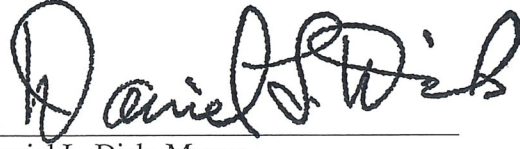
WHEREAS, Adams County desires, and Federal Heights is willing as part of the Project to line the existing storm sewer lines that are located along and across that portion of the south side of 84<sup>th</sup> Avenue at two locations; one location is at the intersection of 84<sup>th</sup> Avenue and Huron Street, and the second is at 84<sup>th</sup> Avenue and Ralph Lane; and

WHEREAS, the costs will be shared equitably by Federal Heights and Adams County, as set forth in the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO THAT:

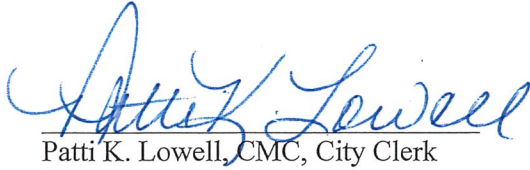
The Intergovernmental Agreement between the City of Federal Heights and the Adams County Board of Commissioners regarding Storm Sewer Improvements, is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement on behalf of the City.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO, the 5<sup>th</sup> day of November 2017.

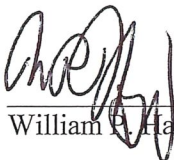


\_\_\_\_\_  
Daniel L. Dick, Mayor

ATTEST:

  
Patti K. Lowell, CMC, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
William A. Hayashi, City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FEDERAL  
HEIGHTS AND ADAMS COUNTY FOR STORM SEWER IMPROVEMENTS**

This Intergovernmental Agreement ("IGA") entered into this 27<sup>th</sup> day of November, 2017, by and between the City of Federal Heights, located at 2380 W 90<sup>th</sup> Ave., Federal Heights, CO, 80260 ("Federal Heights ") and the Adams County, Board of County Commissioners located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("Adams County"). Federal Heights and Adams County may hereafter be referred to collectively as ("Parties") and individually as ("Party").

**WITNESSETH**

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, Federal Heights and Adams County share many corporate boundaries with one another; and

WHEREAS, many of these shared boundaries include parts of the same drainage infrastructure; and

WHEREAS, Federal Heights is currently installing a "cast in place liner in storm sewer" in various storm sewer lines throughout its municipal limits (the "Project"); and

WHEREAS, the Project includes a portion of the south side of 84<sup>th</sup> Avenue located within the unincorporated Adams County limits (specifically a 4400 foot long section from Huron Street west to the Umatilla Street and Federal Heights' municipal limits) as depicted on Exhibit A which is attached hereto and made a part of this Agreement; and

WHEREAS, Adams County desires, and Federal Heights is willing as part of the Project, to line the existing storm sewer lines that are located in Adams County along and cross that portion of the south side of 84<sup>th</sup> Avenue at two locations, one location is at the intersection of 84<sup>th</sup> Avenue and Huron Street, and the second at 84<sup>th</sup> Avenue and Ralph Lane; and

WHEREAS, the costs will be shared equitably by Adams County and Federal Heights as set forth in the IGA.

NOW THEREFORE, in consideration of the promises and conditions contained herein the Parties agree as follows:

**I. RESPONSIBILITIES**

A. Federal Heights has developed the contract documents for the construction of the Project. The Parties agree that the Project shall be designed and constructed in accordance with Federal Heights' standards and specifications. Federal Heights will designate a Project Manager. Final costs of the Project shall be as set forth in Federal Heights' construction

contract with the Project's Contractor. Federal Heights shall administer the Project in accordance with its policies and procedures.

B. The Parties estimate that the cost of construction of the Adams County portion of the Project is Five Thousand One Hundred Six Dollars and Forty Cents (\$5,106.40) as provided in Exhibit B attached hereto. At the completion of the Project, Federal Heights shall invoice Adams County for its share of the actual construction costs payable to Federal Heights no later than December 15, 2018.

C. Adams County shall designate a Project Manager who shall coordinate with Federal Heights as necessary with respect to the Project.

D. The Project Managers shall meet as necessary to review all Project change orders. The Parties agree that the Parties have the right to challenge or dispute any change order that solely affects work located in the objecting Party's jurisdiction. The Project Managers shall use their best efforts to resolve the disputed change order to avoid any delay in the work. In the event the Project Managers are unable to resolve the disputed change order, the issue will be resolved in accordance with the dispute resolution provisions provided in Paragraph (E.) herein.

E. The Project Managers shall refer the dispute to a mutually acceptable Independent Decision-maker to make an interim decision and /or determination that will allow construction of the Project to proceed according to the Project's schedule. The Parties agree to share equally the fees of the Independent Decision-maker. The decision of the Independent Decision-maker shall be final and both parties shall abide by the decision.

## II. DELAYS

Any delays in or failure of performance by either Party of its obligations under this IGA shall be excused if such delays or failure are a result of force majeure event, which includes but is not limited to, acts of God, fires, floods, strikes, labor disputes, accidents, regulation or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

## III. PARAGRAPH CAPTIONS

The captions of the paragraph 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 IGA.

## IV. ADDITIONAL DOCUMENTS OR ACTION

The Parties agree to timely execute any additional documents or take any additional action that is reasonably necessary to carry out this IGA.

## V. INTEGRATION AND AMENDMENT

This IGA represents the entire understanding between the Parties and there are no oral or collateral agreements or understandings. This IGA, except as noted in the Section II "DELAYS" above, may be amended only by an instrument in writing signed by the parties.

## VI. WAIVER OF BREACH

Delays in enforcement or the waiver of any one or more default or breach of any term or provision of this IGA by either Party shall not operate or be construed as a waiver of any subsequent breach by either Party.

## VII. BINDING EFFECT

This IGA shall inure to the benefit of and be binding upon, the parties, their successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this IGA except as otherwise expressly authorized herein.

## VIII. VENUE

This IGA shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

## IX. INDEPENDENT ENTITIES

The Parties enter this IGA as separate independent governmental entities and therefore nothing contained in the IGA and no performance under this IGA by personnel of the Parties hereto, shall in any respect alter or modify the status of officers, agents or employees of their respective parties for the purposes of workers compensation of their benefits or entitlements, retirement, levels or types of training, internal discipline, certification or for any other purpose, condition or requirement of employment.

## X. SEVERABILITY

If any article, section, paragraph, sentence, clause or phrase of this IGA is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity, enforceability or constitutionality of the remaining provisions of this IGA.

## XI. GOVERNMENTAL IMMUNITY

Nothing herein shall be deemed a waiver of the rights, immunities, protections and limitations afforded the Parties and their respective officers and employees, by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., as may from time to time be amended, or otherwise available under law.

## XII. THIRD PARTY INSURANCE COVERAGE

In the event any work to be performed hereunder is subcontracted or performed by anyone other than an employee of the Parties, the Party contracting with that subcontracted person, firm, organization or corporation shall be responsible to ensure that the contractor has the insurance coverage levels required by each Party and provides an indemnification to each Party for any claim, damage, loss or expense incurred or suffered by either Party arising out of or resulting from any negligent, reckless or intentional act or omission of contractor or anyone for whose acts contractor may be liable.

## XIII. TERM

This Agreement shall commence on November 27, 2017 and shall terminate no later than December 18, 2018.

## XIV. TERMINATION

This IGA may be terminated without cause by either Party by providing sixty (60) days advance written notification to the other Party. This IGA may be terminated for cause, which is defined herein as a breach of any of the Parties obligations and duties set forth in the IGA by providing five (5) working days notice to the non-terminating party through the City Manager or County Manager, as appropriate. In the event of termination by Adams County it shall pay Federal Heights for all work satisfactorily performed prior to the date of termination.

## XV. NOTICE

Any notice required or permitted by this IGA shall be in writing. It 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 Party to whom such notice is to be given, at the address set forth on the signature page below, or at such other address as had 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.

FEDERAL HEIGHTS  
2380 W. 90th Avenue  
Federal Heights, Colorado 80260  
Attn: Don Stahurski  
Tel: 303-412-3539  
Email: dstahurski@fedheights.org

ADAMS COUNTY  
Public Works Adams County  
4430 S Adams County Pwky  
Suite W20000B  
Brighton, Colorado 80601  
Attn: David Rausch P.E.  
Tel: 720-523-6840  
Email: drausch@adcogov.org

## XVI. NON-DISCRIMINATION

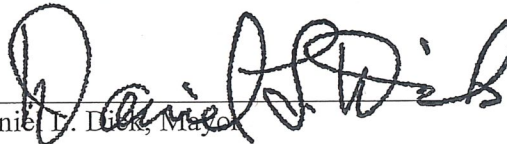
The Parties hereto agree that neither shall discriminate against anyone on the basis of age, sex, race or national origin, physical or mental disability in any policy or practice.

XVII. NO THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this IGA, that it is not intended by any of the provisions of any part of this IGA to create in the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this IGA to maintain a suit for personal injuries, property damage, or any other damages under this IGA. The duties, obligations, and responsibilities of the parties to this IGA, with respect to third parties, shall remain as imposed by law.

IN WITNESS WHEREOF, the Parties hereto have executed this IGA to be effective as of the date first above written.


CITY OF FEDERAL HEIGHTS, COLORADO

  
Daniel T. Dick, Mayor

ATTEST:

  
Patti K. Lowell, CMC  
City Clerk

APPROVED AS TO FORM

  
William R. Hayashi, City Attorney

ADAMS COUNTY BOARD OF  
COUNTY COMMISSIONERS

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

Board of County Commissioners  
4430 South Adams County Parkway  
Brighton, Colorado 80601

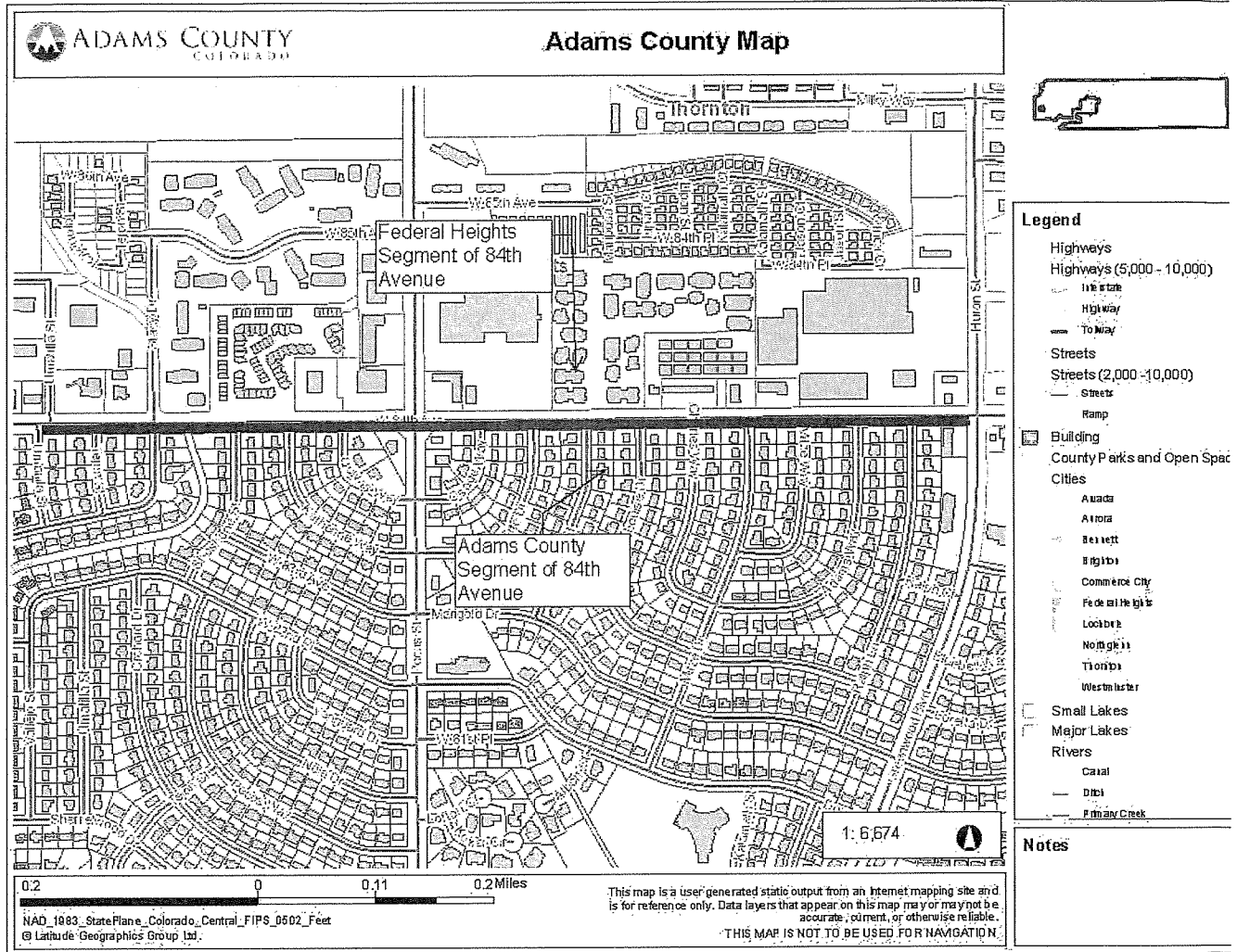
ATTEST:

\_\_\_\_\_  
Stan Martin, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Heidi Miller, County Attorney

# EXHIBIT A





## EXHIBIT B

### Layne Inliner

40 feet of 18" storm line @ \$40.00 per foot = \$1,600

40 feet of 24" storm line @ \$80.00 per foot = \$3,200

Mobilization/Traffic/Erosion @ \$3.83 per foot = \$306.40

**TOTAL EXPECTED COST – ADAMS COUNTY = \$5,106.40**

### Total Bid Tabulation by City of Federal Heights

BID TABULATION							
				Insituform Technologies LLC		Layne Inliner	
NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization (8% max.)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00
2	Construction Traffic Control (according to MUTCD)	1	LS	\$ 7,750.00	\$ 7,750.00	\$ 6,000.00	\$ 6,000.00
3	Erosion Control (including but not limited to silt fence, inlet protection and concrete washout, permit)	1	LS	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00
4	8 inch Sanitary Sewer Lining (complete in Place)	4,370	LF	\$ 24.00	\$ 104,880.00	\$ 28.00	\$ 122,360.00
5	15 inch Sanitary Sewer Lining (complete in Place)	110	LF	\$ 110.00	\$ 12,100.00	\$ 32.00	\$ 3,520.00
6	Add/Alt 18 inch Storm Drain	180	LF	\$ 70.00	\$ 12,600.00	\$ 40.00	\$ 7,200.00
7	Add/Alt 24 inch Storm Drain	305	LF	\$ 125.00	\$ 38,125.00	\$ 80.00	\$ 24,400.00
				Total (1-5)			\$ 146,880.00
				Total (Add/Alt 6-7)			\$ 31,600.00
				Total (1-7)			\$ 178,480.00