

## **INTERAGENCY AGREEMENT Contract # 503223**

**THIS INTERAGENCY AGREEMENT** ("Agreement") is made and entered into as of the Effective Date (as hereinafter defined) between the City and County of Denver, acting by and through its Board of Water Commissioners, a municipal corporation of the State of Colorado (the "Board"), and the County of Adams, Colorado, a political subdivision of the State of Colorado (the "County").

### **RECITALS**

1. Adams County is planning a roadway improvement project to improve Lowell Boulevard from Clear Creek to 62<sup>nd</sup> Avenue. The Work will include resetting water lines and adjusting water valve boxes. This IGA is for costs associated with changes to the board's water infrastructure necessitated by the county's road project. The total estimated cost for the Work is shown on Exhibit A attached hereto and incorporated herein by this reference. The general plan for the Work is shown in Exhibit B attached hereto and incorporated herein by this reference.

2. In accordance with the Colorado Constitution and the Charter of the City and County of Denver, the County and the Board are authorized to enter into agreements of this nature.

NOW, THEREFORE, the Board and the County agree as follows:

#### **1. COORDINATION AND LIAISON.**

A. The Senior Transportation Engineer is the County's authorized representative for purposes of performing the County's obligations under this Agreement. The County hereby designates the Senior Engineer as its authorized representative for purposes of directing and administering the County's activities under this Agreement. The County has designated Jennifer W. Shi as the Project Manager to generally oversee construction and act as a liaison between the Board and the County's construction contractor. The County may change its authorized representatives at any time by providing written notice to the Board of such change.

B. The Board's Director of Engineering is the Board's authorized representative for purposes of directing and administering the Board's activities under this Agreement. The Board may change its authorized representative at any time by providing written notice to the County of such change.

#### **2. THE WORK.**

A. Subject to the terms and conditions of the Agreement, the County's consultant will provide design services for the Work. Furthermore, the County's contractor will conduct the improvement work along Lowell Boulevard in accordance with plans and specifications approved by the Board and by the County prior to the commencement of construction on the project. The Board hereby authorizes the County's contractor to exercise the Board's rights with regard to service line replacements pursuant to the Denver Water Operating Rules.

3. **DESIGN AND CONSTRUCTION.**

A. **Board Responsibilities**

(1) As requested by the County, Board representatives shall attend any pre-bid conferences scheduled by the County, assist in the preparation of any required addenda, attend the pre-construction meeting, and attend regularly scheduled construction meetings to address issues related to the Work.

(2) The Board shall participate in a final inspection of the Work to verify Work completion and acceptance.

(3) In performing its construction-related obligations, the Board, unless otherwise directed by the County's Project Manager, shall not direct the County's construction contractor, but shall instead provide such direction to the County's Project Manager.

B. **County Responsibilities**

(1) The County has contracted with Huitt-Zollars to complete the design for this project.

(2) The County, through its contractor, shall complete the Work in accordance with the Board's Operating Rules and Engineering Standards.

4. **REIMBURSEMENT.**

A. The Board agrees to reimburse the County for all costs associated with the Work. For budgeting purposes, and not as a limit on the Board's obligation, the parties estimate the total amount to be \$31,950, which the Board represents it has budgeted for the purpose of this Agreement.

B. **In the event the County determines that the cost of the Work will exceed the preceding cost estimate, the County shall provide notice to the Board.**

C. The County shall invoice the Board upon completion of the Work or each month for Work completed during the previous month. The invoice shall include a detailed accounting of the actual costs expended for the Work by the County. The Board shall review the invoice and, unless disputing the invoice or the Work as completed, shall pay the invoice in one lump sum payment within thirty (30) days of the receipt of the invoice.

5. **RECORDS AND AUDITS.** The County shall at all times maintain a system of accounting records in accordance with its normal procedures, together with supporting documentation for all Work under this Agreement, which shall be made available for audit and reproduction by the Board at the Board's request. The parties agree that, for a period of at least three (3) years from the final scheduled payment under this Agreement, any duly authorized representative of the County or the Board, including the County Auditor or the County Auditor's designee, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the parties involving the transactions and other activities related to this Agreement.

6. **BEST EFFORTS.** The County and the Board agree to work diligently together, and in good faith, using their best efforts to resolve any unforeseen issues and disputes regarding the design, construction, completion, and acceptance of the Work.

7. **INSPECTION AND ACCEPTANCE.**

A. The Board will be allowed to and shall undertake such inspections, as it deems necessary to verify that the Work is being constructed in accordance with the accepted Work plans. If the Board observes that the Work is not being constructed in accordance with the accepted plans, then the Board shall provide timely notice of these observations to the County. If the County fails to take action on these concerns, the Board's representative may stop all work on the Board's facilities.

8. **WARRANTY.** Adams County shall warrant the Work for a period of one (1) year from the date of acceptance by the Denver Water. [AU1]

9. **LIABILITY.** Each party shall be liable for the errors and omissions of its agents and employees to the extent provided by the Colorado Governmental Immunity Act. This obligation shall survive termination of the Agreement.

10. **NOTICES.** All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other party; or (b) seven days after posting in the United States mail, first-class postage prepaid, and properly addressed as follows; or (c) when sent by email transmission and the receipt is confirmed by return email transmission.

If sent to the County: Jennifer W. Shi, Public Works, Adams County Colorado, 4430 South Adams County Parkway, Suite W2000B, Brighton, Co 80601; [jshi@adcogov.org](mailto:jshi@adcogov.org).

If sent to the Board: Paul Peloquin, Distribution Engineering, Denver Water, 1600 West 12th Avenue, Denver, Colorado 80204; [Paul.peloquin@denverwater.org](mailto:Paul.peloquin@denverwater.org) or such other persons or addresses as the parties may have designated in writing.

11. **NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this Agreement, the parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The parties further agree to insert the foregoing or a similar provision in all contracts entered into in furtherance of this Agreement.

12. **CONFLICT OF INTEREST.** The parties agree that no official, officer, or employee of the County or of the Board shall have any personal or beneficial interest whatsoever in the Work, related services, or property described herein.

13. **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, the Charter of the County and County of Denver, and the applicable ordinances, regulations, executive orders, or fiscal rules, enacted or promulgated pursuant thereto. The Charter and Revised Municipal Code of the County and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this

reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the County and County of Denver, Colorado.

14. **GOVERNMENTAL IMMUNITY ACT.** The parties understand and agree that the parties are relying upon and have not waived the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Board and the County as to the subject matter hereof, and it replaces all prior written or oral agreements and understandings. It may be altered, amended, or repealed only by a duly executed written instrument. However, the parties acknowledge there are aspects of the Work not within the scope of this Agreement (e.g., utility relocations) that will require submittal, review, approval, and licensing by the Board; such activities shall be governed by the Board's Operating Rules and Engineering Standards.

16. **NO THIRD PARTY BENEFICIARIES.** 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 the Board; nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or third party.

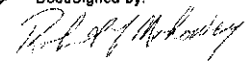
17. **EXECUTION OF AGREEMENT.** This Agreement is expressly subject to, and shall not be or become effective or binding on the County and the Board until fully executed by all signatories of the Board and the County and County of Denver.

18. **EFFECTIVE DATE AND TERMINATION.** As used herein, the term "Effective Date" shall mean and refer to the date set out on the County's signature page of this Agreement. This Agreement shall expire, unless earlier terminated or otherwise stated herein, upon completion of the Work. Either party may terminate the Agreement on thirty days' written notice for cause in the event the other party fails to comply with any term or condition contained herein.


19. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** The Board consents to the use of electronic signatures by the County. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record, an electronic signature, that it is not in its original form, or is not an original.

[END OF PAGE]

APPROVED:

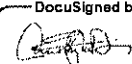
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By: FB8A4B37EBF6416  
Robert J. Mahoney  
Chief Engineering Officer


CITY AND COUNTY OF DENVER,  
acting by and through its  
BOARD OF WATER COMMISSIONERS

DocuSigned by:  
  
By: DEDE0A34B77B484  
James S. Lochhead  
CEO/Manager

DocuSigned by:  
APPROVED AS TO FORM:  
  
By: 44D2017AC66A43A  
Office of General Counsel

REGISTERED AND COUNTERSIGNED:  
CITY AND COUNTY OF DENVER

DocuSigned by:  
  
By: DBC87E81F4174C0  
Timothy O'Brien, CPA  
Auditor

DS  


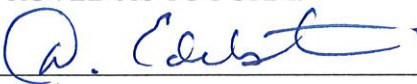
**COUNTY, COLORADO**

By: Mary Hodge, Chair

ATTEST:

\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Attorney

Date of Approval: \_\_\_\_\_

**EXHIBIT A COST ESTIMATE FOR RESETTING AND ADJUSTING  
WATER FACILITIES**

210-000401	Reset Water Line (12-in Water Main)	EA	4	\$6,750.00	\$27,000.00
210-04060	Adjust Valve Box	EA	9	\$550.00	\$4,950.00
625-00000	Construction Survey	LS	1	\$2,500.00	\$2,500.00
626-00000	Mobilization	LS	1	\$11,500.00	\$11,500.00
				<b>Total</b>	<b>\$31,950.00</b>

TABULATION OF UTILITY ITEMS

LOCATION	SIDE	FOR INFORMATION ONLY - WORK BY OTHERS																MISCELLANEOUS
		210-04050	210-00030	210-00040	210-00061	REMOVE POLE	REMOVE GUY WIRE	RESET POLE	ADJUST FIRE HYDRANT	ADJUST METER	RESET GAS	ADJUST LINE	RESET PEDESTAL	RESET METER	ADJUST PULL BOX			
100-56	LT																Xcel OHE	
103-01	RT & LT			1		1							2				Century Link FO, Denver Water, Zayo FO & Xcel COOTFO	
104-25	RT			1													Century Link FO	
105-72	RT			1					1								Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
107-34	RT			1													Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
107-46	RT			1													Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
108-86	LT			1													Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
110-40	RT			1													Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
111-20	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
111-56	RT & LT			1													Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
111-85	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
112-37	RT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
113-39	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
113-71	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
114-00	RT			1					1								Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
114-05	RT			1													Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
114-67	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
115-04 to 116-04	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
115-27	RT & LT			1													Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
115-30	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
116-04	RT			2					1								Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
116-04	LT			1													Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
117-50	LT								1								Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
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118-14	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
118-64	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
118-20	RT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
119-36	RT & LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
119-47	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
119-64	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
119-80 to 120-45	RT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
120-00 to 120-55	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
122-42	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
122-74	RT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
123-15	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
123-43	LT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
125-13	RT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
126-85	RT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
128-17	RT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
131-80	RT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
133-13	RT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
135-40	RT																Reset Denver Water Fire Hydrant includes Removal of 2 Pipe Bolts	
TOTAL		9	2	4	1	1	1	4	3	6	8	2	13	1	1	6		

\*Includes new meter (from Water District) and Meter Box

Exhibit B

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Last Modification Date: 12-15-2017	Initials: JWP		
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LOWELL BOULEVARD IMPROVEMENTS  
CLEAR CREEK TO W. 62ND AVENUE

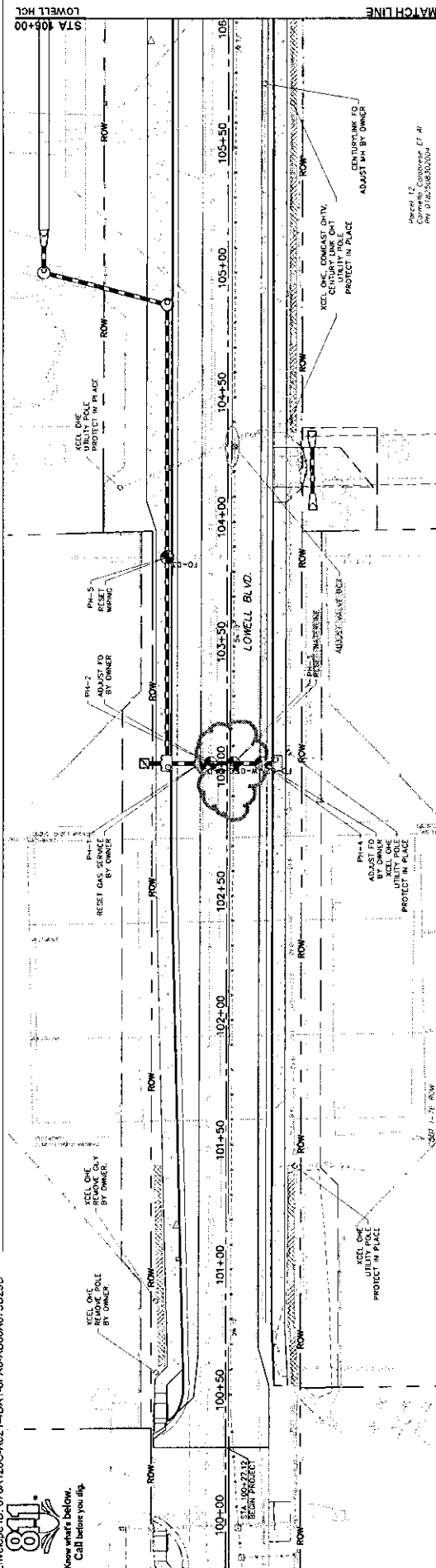
TABULATION OF  
UTILITY ITEMS

Project No. / Code  
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HUTT-ZOLLARS 16-0320-01

Sheet Name UT-0.1  
Sheet Number 92

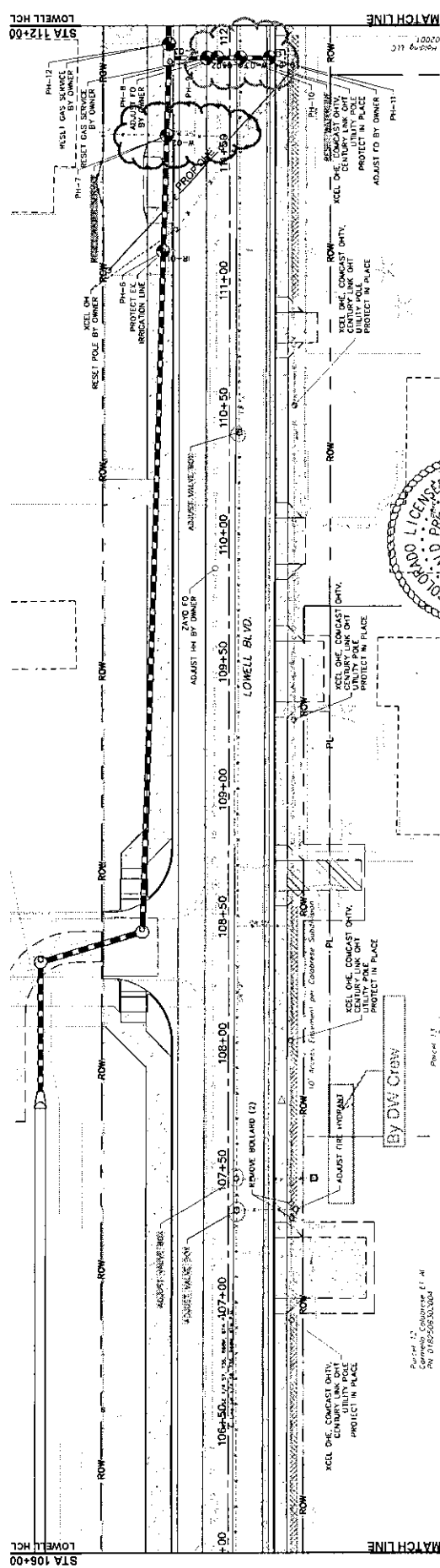
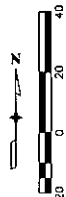


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Carmelo Colabrese ET AL  
DOI: 10.1002/9781118130200

**NOTE: PROTECT IN PLACE ALL UTILITIES TO REMAIN.**



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Comments Continue If At  
All 01825030004

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• **POSSIBLE VALUE**



**ADAMS COUNTY**  
**COLORADO**  
400 E. ADAMS COUNTY PARKWAY  
MOUNTAIN VIEW, COLORADO 80056

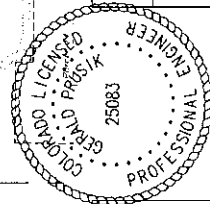
CONTACT: JENNIFER SMITH

10

**HUTT-ZOLLARS**  
1582 S. Ulster St. Ste 240  
Denver, CO 80237  
Fax (303) 726-0087

4582 S. Ulalet St. Ste 240  
Phoenix (303) 740-7325  
Denver, CO 80237  
Fax (303) 224-9887

CONTACT: GERALD PAULUS, PF



**LOWELL BOULEVARD IMPROVEMENTS**  
CLEAR CREEK TO W. 62ND AVENUE

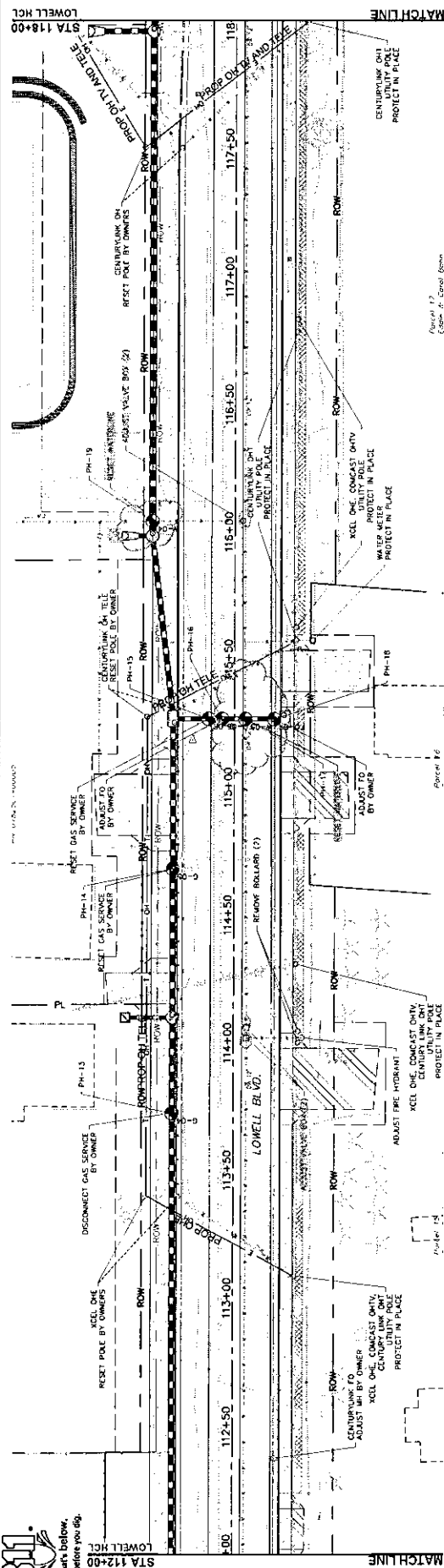
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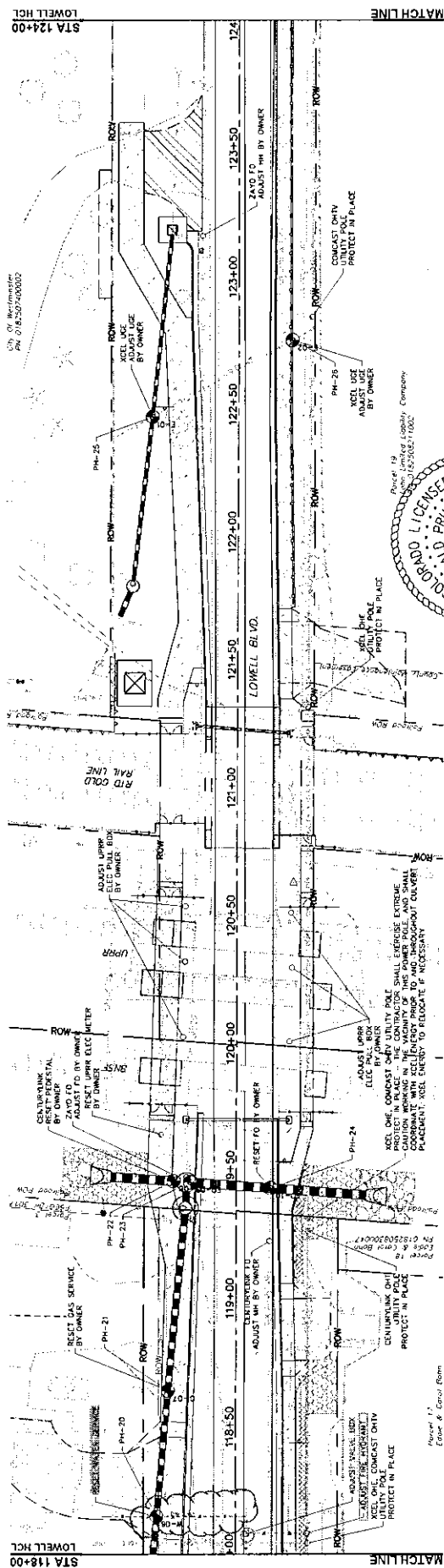
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Sheet Number	94
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NOTE: PROTECT IN PLACE ALL UTILITIES TO REMAIN.



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AutoCAD Version:	CAD 2014	Units:	English

Index of Revisions


ADAMS COUNTY

400 S. Adams County Parkway  
Broomfield, Colorado 8001  
Phone (303) 746-7325  
Fax (303) 746-7325  
CONTACT: JENNIFER SHILPE

PREPARED BY

HUETT-ZOLLARS

4582 S. Union St. Ste 240  
Denver, CO 80227  
Phone (303) 746-7325  
Fax (303) 746-7325  
CONTACT: GERALD PAULSEN

PROFESSIONAL ENGINEER

25083  
GEOLOGICAL ENGINEER

LOWELL BOULEVARD IMPROVEMENTS

CLEAR CREEK TO W. 62ND AVENUE

Project No. / Code

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HUETT-ZOLLARS: 15-0029-01

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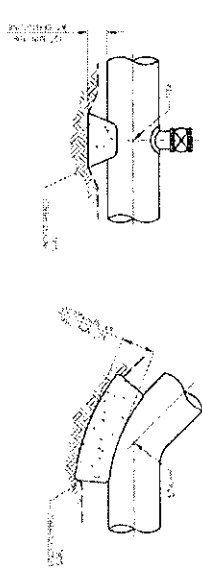
UTILITY PLAN

Sheet Number

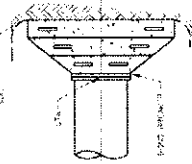
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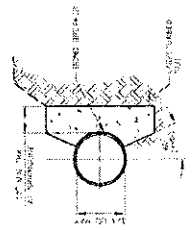
Know what's below.  
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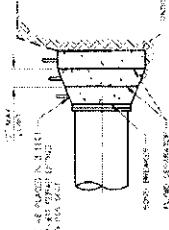
PLAN-TYPE 1



PLAN-TYPE 2



ELEVATION-TYPE 1&2

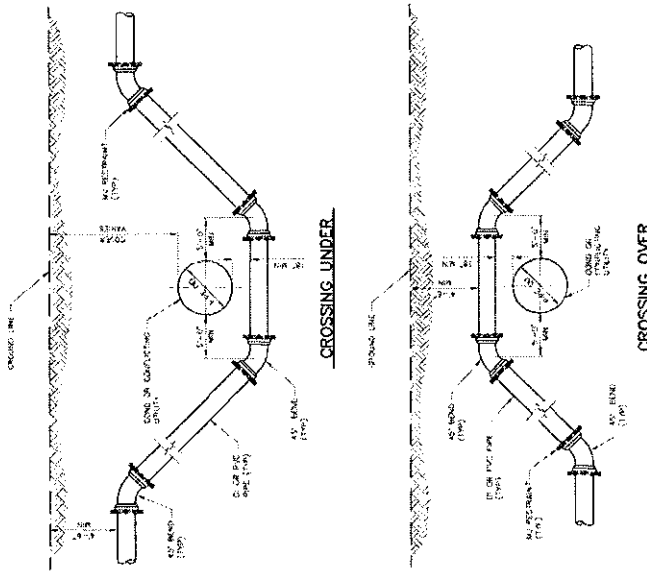


ELEVATION-TYPE 3

MINIMUM BEARING SURFACE AREA			
NOMINAL PIPE SIZE	11 1/4"	12 1/2"	14"
MINIMUM BEARING SURFACE AREA (SQ. FT.)	1.00	1.50	2.00
MINIMUM BEARING SURFACE AREA (SQ. YD.)	0.11	0.17	0.22
MINIMUM BEARING SURFACE AREA (SQ. IN.)	144	216	288
MINIMUM BEARING SURFACE AREA (SQ. CM.)	1076.4	1651.8	2209.6
MINIMUM BEARING SURFACE AREA (SQ. M.)	0.093	0.143	0.194
MINIMUM BEARING SURFACE AREA (SQ. KILOMETER)	9.3E-05	0.000143	0.000194

NOTES

1. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, SEVENTH EDITION, 2003, AND THE STANDARD SPECIFICATIONS FOR WATERWAY, PORT AND COASTAL STRUCTURES, SEVENTH EDITION, 2003.
2. THE WORKMAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE WORKMAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE WORKMAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
5. THE WORKMAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
6. THE WORKMAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



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AutoCAD Version:	C3D 2014	Units:	English

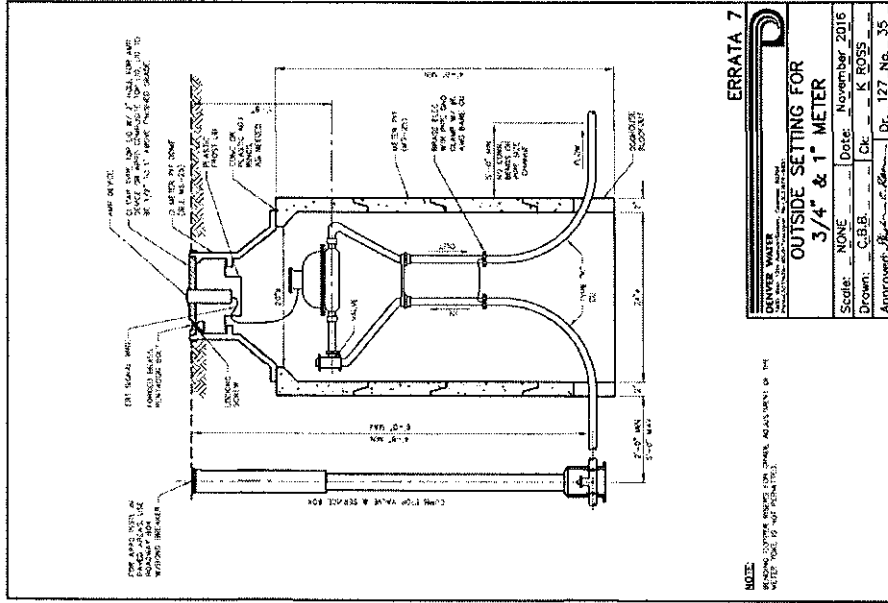
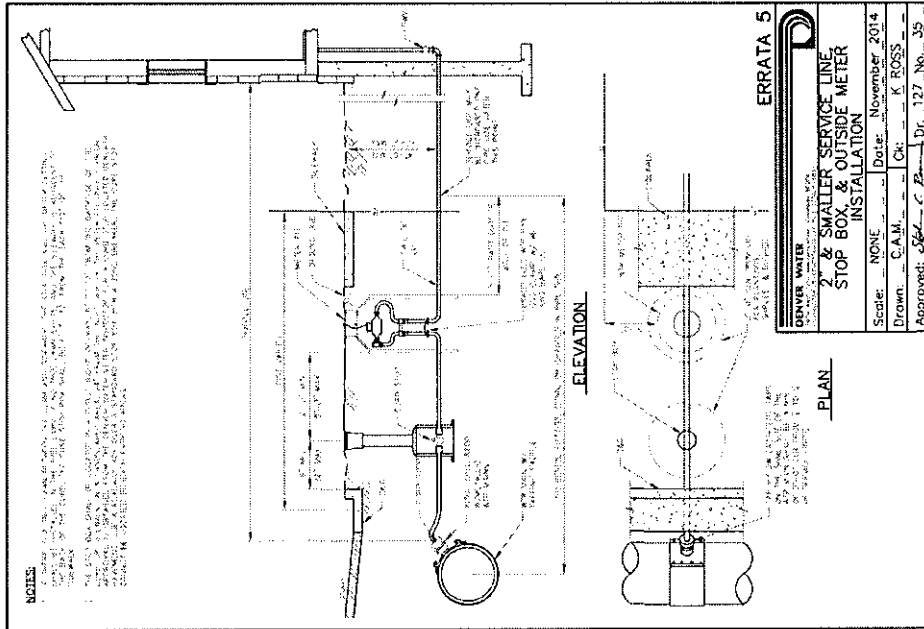
ADAMS COUNTY  
4500 S. Union St., Ste. 240  
BRIGHTON, COLORADO 80601  
CONTACT: JENNIFER SHIRE

HUETT-ZOLLARS  
4500 S. Union St., Ste. 240  
BRIGHTON, COLORADO 80601  
Phone (303) 742-7325  
Fax (303) 724-8987  
CONTACT: GERALD PRUSIK, PE

LOWELL BOULEVARD IMPROVEMENTS	
CLEAR CREEK TO W. 62ND AVENUE	
WATER	
DETAILS	
Project No. / Code	ADAMS COUNTY IMP2017-00000 HUETT-ZOLLARS 16-020-01
Sheet Name	UT-4
Sheet Number	97



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Computer File Information

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Last Modification Date:	12-15-2017	Initials:	JMP
Drawing File Name:	JSHET0320PH01-CTBX-OUT.DWG	Units:	English
AutoCAD Version:	CAD 2014		

Index of Revisions


**ADAMS COUNTY**  
400 S. LINCOLN ST. SUITE 240  
DENVER, COLORADO 80202  
PHONE (303) 455-7325  
FAX (303) 224-8887  
CONTACT: JENNIFER SIK, PE

**HUITT-ZOLLARS**  
4502 S. LINCOLN ST. SUITE 240  
DENVER, CO 80237  
PHONE (303) 455-7325  
FAX (303) 224-8887  
CONTACT: GERALD PRUSIK, PE

LOWELL BOULEVARD IMPROVEMENTS

CLEAR CREEK TO W. 62ND AVENUE

WATER  
DETAILS

Project No. / Code  
ADAMS COUNTY WPD015-0008  
HUITT-ZOLLARS 16-032001

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UT-5

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