


PUBLIC WORKS DEPARTMENT
MEMORANDUM #2013 – 06

DATE: January 14, 2013
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: David H. Willett, Acting City Manager 
SUBJECT: CR – 8; Denver Water IGA – Grange Hall Creek Drainage Improvements/Pedestrian Underpass

BACKGROUND

Grange Hall Creek Improvements

The purpose of this project is to address existing drainage concerns along Grange Hall Creek from Grant Drive to Irma Drive. This is a multiple year and a multiple phase project. Phase I improvements in the vicinity of Washington Street and Larson Drive include improved flood conveyance, improvements to the Washington Street Pond embankment, stormwater quality, channel stability, erosion control, pedestrian and vehicular safety, passive recreation and aesthetics.

In order to install the Pedestrian Underpass the project contractor must lower a Denver Water conduit that is located under Washington Street. Fabrication of the 48" diameter steel conduit began the first week of October to meet the available construction window for the shutdown and relocation of that conduit during January and February of 2013.

Project Partnership

This project is a cooperative effort between the city of Northglenn (Northglenn) and Urban Drainage and Flood Control District (UDFCD). UDFCD is providing project management services for the construction phase of the Grange Hall Creek project.

Denver Water IGA

The Denver Water conduit is located in the city of Northglenn Right-of-Way. Denver Water has agreed to reimburse the Project for the engineering design and the construction costs for the relocation of the conduit.

BUDGET/TIME IMPLICATIONS

This action does not require/request additional funding from Northglenn. Denver Water's Board of Directors executed the document at their January 9th meeting.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would authorize the Mayor to execute the attached Intergovernmental Agreement with Denver Water. Staff recommends approval of this resolution.

STAFF REFERENCE

Pam Acre, CSM, Stormwater Coordinator

pacre@northglenn.org or 303.450.8792

Attachment A – IGA

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-8
Series of 2013

Series of 2013

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE CITY AND COUNTY OF DENVER BOARD OF WATER COMMISSIONERS REGARDING THE GRANGE HALL CREEK IMPROVEMENTS/WASHINGTON STREET DETENTION AREA 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 and County of Denver Board of Water Commissioners regarding the Grange Hall Creek Improvements/Washington Street Detention Area Project, attached hereto as Exhibit 1, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2013.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

Agreement 14726A

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into between the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, (“Board”), and the City of Northglenn, a municipal corporation of the State of Colorado, (“City of Northglenn”).

RECITALS

1. The City of Northglenn is making certain pedestrian and drainage improvements to Grange Hall Creek under North Washington Avenue that will make necessary the relocation of the Board’s Conduit Number 81 (the Work).

2. The Work shall consist of the lowering of approximately 181 feet of 48” Steel pipe as set forth in the Plans for such work which are attached hereto as Exhibit A and incorporated herein by reference.

3. The City of Northglenn has contracted with Urban Drainage and Flood Control District (“UDFCD”), to manage the construction of the Work. The City of Northglenn and UDFCD shall hereinafter be referred to herein as the City.

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

NOW, THEREFORE, the Board and the City agree as follows.

1. COORDINATION AND LIAISON.

A. The Manager is the City’s authorized representative for purposes of performing the City’s obligations under this Agreement. The Manager hereby designates the City Engineer as the Manager’s authorized representative for purposes of directing and administering the City’s activities under this Agreement. The City Engineer may designate a Project Manager to oversee the Project and coordinate with the Board for the Work. The Manager may change his authorized representative 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 City of such change.

2. THE WORK.

A. The work shall consist of the lowering of approximately 181 feet of 48” Steel pipe known as the Board’s Conduit Number 81 pursuant to the Plans. The Work shall be performed by the City’s contractor.

B. The Board shall pay the City for the Work as follows:

- The Board shall reimburse the city for the Work and the design cost for the Work that are estimated to be \$373,020.00 for construction of the Work and \$22,260.00 for the design.

3. **PROJECT DESIGN AND CONSTRUCTION.**

A. **Board Responsibilities**

(1) The Board shall promptly pay the City the Work and design costs as described herein based upon the City's actual costs of construction and design as described in Provision 4.

(2) As requested by the City, Board representatives shall attend any pre-bid conference scheduled by the City, assist in the preparation of any required addenda, attend the pre-construction conference, and attend regularly scheduled construction meetings to address issues related to the Project.

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

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

B. **City Responsibilities**

(1) The City has contracted with Edge Contracting, Inc. to construct the Project. The City, through its contractor, shall complete the Work in accordance with the Board's and Engineering Standards.

(2) The City has designated Muller Engineering Company, Inc. as the "Project Manager" to generally observe construction and act as a liaison between the Board and the City's construction contractor. The City may change the designated Project Manager, and shall provide written notice to the Board of such change.

(3) Nothing in this Agreement shall be deemed a contractual obligation by the City of Northglenn to either (a) appropriate for or (b) otherwise be responsible for the payment of the costs of the Work.

4. **REIMBURSEMENT.**

A. The Board agrees to reimburse the City for all costs associated with the Work and its design. For budgeting purposes, and not as a limit on the Board's obligation, the parties estimate the amount to be \$395,280.00. The Board represents that it has appropriated and encumbered funds in at least an amount of **Three Hundred Ninety Five Thousand two Hundred Eighty Dollars and 00/100** for the purpose of this Agreement.

B. The City shall invoice the Board for the Work upon completion and acceptance by the Board. The Board shall review invoices and, unless disputing an amount in an invoice, shall pay invoices within forty five days of the receipt of the invoice.

C. At the conclusion of the Project, the City shall provide the Board a detailed accounting of the actual costs expended for the Work by the City.

D. **In the event the City determines that the cost of the Work will exceed the Cost Estimate, the City shall provide notice to the Board.**

5. **RECORDS AND AUDITS.** The City shall at all times maintain a system of accounting records in accordance with its normal procedures, together with supporting

documentation for all Work and design under this Agreement, which shall be made available for audit and reproduction by the Board at the Board's request. The City shall provide quarterly invoices verifying that the expenditures made by the City and the requested City reimbursements are in accordance with this Agreement. 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 City and County of Denver or the Board, including the City Auditor of the City and County of Denver or the City 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 Intergovernmental Agreement.

6. **BEST EFFORTS**. The City 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 Project.

7. **INSPECTION AND ACCEPTANCE**. 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 Project 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 City. At final completion, the City shall furnish as built drawings of the Work to the Board.

8. **OWNERSHIP AND MAINTENANCE**. Upon completion, inspection, and acceptance of the work, the Board shall own the completed Work and shall be responsible for all maintenance, repair, replacement, and operation of the Work. The City and/or its contractors hereby agree that they shall be responsible for a period of one (1) year subsequent to completion of the construction of Conduit No 81 for the correction, whether by repair or replacement, to the Board's reasonable satisfaction of all work and materials furnished by the City and its contractors which are found to be defective or of poor workmanship with all costs and expenses for such work to be borne by the City and its contractors. The City and/or its contractors hereby agree that any work, whether performed by the City, its contractors, or by the Board in the event of the refusal or inability of the City and its contractors to timely perform the work during the above one (1) year period, shall not impair or void the City's or its contractor's general warranty of materials and workmanship or any obligation or liability of the City or its contractor imposed by law or contract.

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 (7) 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 City: Pam Acre, Stormwater Coordinator, City of Northglenn, 11701 Community Center Drive, PO Box 330061, Northglenn, CO, 80233.

If sent to the Board: Don Wyman, Distribution Engineering, Denver Water, 1600 West 12th Avenue, Denver, Colorado 80204.

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; and further agrees to insert the foregoing or a similar provision in all contracts entered into in furtherance of this Intergovernmental Agreement.

12. **CONFLICT OF INTEREST.** The parties agree that no official, officer, or employee of the City or of the Board shall have any personal or beneficial interest whatsoever in the Project, 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 City 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 City 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 City 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 of \$150,000 per person, \$600,000 per occurrence, 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 City as to the subject matter hereof, and 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 Project 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 City and the Board; and 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 City and the Board until fully executed by all signatories of the Board and the City and County of Denver.

18. **EFFECTIVE DATE AND TERMINATION.** This Agreement shall become effective as of the date set out on the first page hereof, upon execution by both parties. This Agreement shall expire, unless earlier terminated or otherwise stated herein, upon completion of the Project.

[END OF PAGE]

CITY OF NORTHGLENN

(SEAL)

ATTEST:

APPROVED AS TO FORM:

City Attorney

By_____

Title_____

Date_____

ATTESTED:

By: *[Signature]*
Secretary



APPROVED:

By: *[Signature]*
Director of Engineering

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

By: *[Signature]*
President

DATE: *January 9, 2013*

REGISTERED AND COUNTERSIGNED:
Dennis J. Gallagher, Auditor
CITY AND COUNTY OF DENVER

By: _____

APPROVED AS TO FORM:

By: *[Signature]*
Legal Division

DENVER WATER DENVER, COLORADO

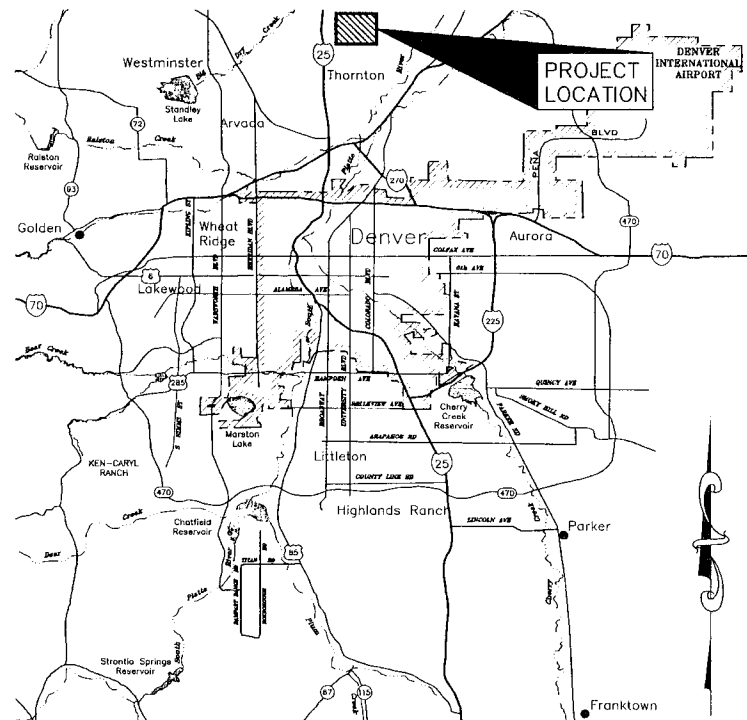
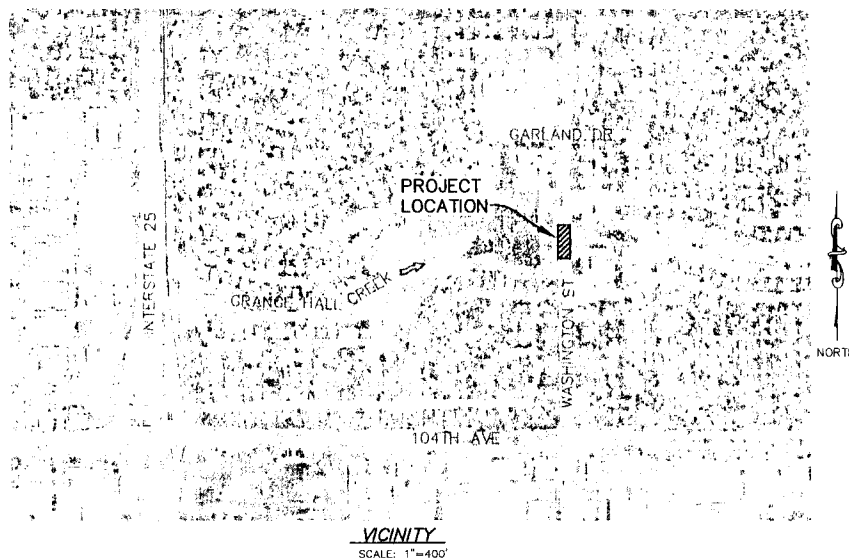
CONDUIT NO 81 RELOCATION IN WASHINGTON ST AT GRANGE HALL CREEK

BOARD OF WATER COMMISSIONERS
DENVER, COLORADO

H. Gregory Austin – President

James S. Lochhead – CEO/Manager

Robert J. Mahoney – Director of Engineering



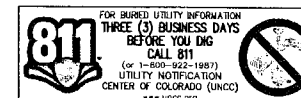
DRAWING INDEX

- G-1 COVER SHEET
- G-2 ABBREVIATIONS, LEGEND AND NOTES
- C-1 DEMO PLAN AND PROFILE
- C-2 PLAN AND PROFILE
- C-3 DETAILS

PROJECT DIRECTORY

OWNER
DENVER WATER
1600 W. 12TH AVE.
DENVER, CO 80204

CONTACT
DEVIN SHABLE
(303) 628-6365
DEVIN.SHABLE@DENVERWATER.ORG



DENVER WATER

1600 West 12th Avenue
Denver, Colorado 80204
Phone (303) 628-6000
Fax (303) 628-6465
www.denverwater.org

CONSULTANT

MULLER ENGINEERING CO., INC.

1100 South Broadway, Suite 100
Denver, Colorado 80202
Phone (303) 733-1700
Fax (303) 733-1700
www.mullereng.com

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CPCS	CAPITAL PROJECTS CONSTRUCTION STANDARDS
CJP	COMPLETE JOINT PENETRATION
NAD	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
RCBC	REINFORCED CONCRETE BOX CULVERT

The diagram shows a plan view of a proposed sewer line. A horizontal line represents the sewer line, with a section labeled 'SAN-12"'. Above this line, there are several other lines representing existing and proposed utilities: 'PROPOSED CONDUIT NO. B1' (topmost), 'DEMO EXISTING CONDUIT NO. B1', 'EXISTING GAS LINE', 'EXISTING FIBER OPTIC', 'PROPOSED GAS LINE', 'EXISTING CONDUIT NO. B1', 'EXISTING BLOWOFF ASSEMBLY', 'PROPOSED BLOWOFF ASSEMBLY', and 'EXISTING SANITARY SEWER'. A 'FLOW DIRECTION' arrow points to the right. Below the sewer line, there are two rectangular boxes, each containing the number '33120'. Dimensions are indicated: '10'' between the top two conduits, '10'' between the fiber optic and gas lines, '48'' between the gas line and the existing conduit, and '15'' between the existing sewer and the proposed sewer line.

1. CONDUIT NO. B1 WORK SHALL INCLUDE CONDUIT NO. B1 LOWERING, AND TRENCH BACKFILL AND COMPACTION UP TO ASPHALT SUBGRADE.
2. REMOVE, TRANSPORT, AND APPROPRIATELY AND LAWFULLY DISPOSE OF EXISTING PIPE AS SHOWN ON THE PLANS. ALL ASSOCIATED COSTS SHALL BE INCIDENTAL TO THE CONDUIT NO. B1 WORK.
3. COORDINATE WITH DENVER WATER DURING CONSTRUCTION. DENVER WATER WORK SHALL INCLUDE, BUT NOT LIMITED TO SHOP DRAWING REVIEW, VALVE OPERATION, DRAINING, INSPECTION, TESTING, DISINFECTION AND REFILL.
4. THE REQUIRED PIPE MATERIAL SHALL BE AWWA C200 48-INCH DIAMETER STEEL WITH A MINIMUM WALL THICKNESS OF 0.25". CEMENT MORTAR LINER, AND TAPE COATED OR POLYURETHANE COATED.

1. THE COORDINATE SYSTEM FOR THE CONDUIT NO 81 DESIGN IS A MODIFIED STATE PLANE COORDINATE SYSTEM (COLORADO CENTRAL ZONE) CALLED "METRO GRID", USED BY DENVER WATER TO ELIMINATE COORDINATE CONVERSIONS AND ALLOW CONSISTENCY BETWEEN PROJECTS.
2. CONVERSION FROM NAD 83(1992) COLORADO STATE PLANE CENTRAL ZONE COORDINATES TO METRO GRID (PROJECT COORDINATES) IS AS FOLLOWS:

NORTHING TRUNCATION: 1,600,030
EASTING TRUNCATION: 2,999,880
COMBINED FACTOR: 1.000260
ROTATION: NONE
UNITS: US SURVEY FEET (USFT)

METRO GRID N = ((NAD 83 SPC NORTH M * (39.37/12)) -1600030) * 1.000260
METRO GRID E = ((NAD 83 SPC EAST M * (39.37/12)) -2999880) * 1.000260
3. VERTICAL DATUM: NAVD 88
4. SITE BENCHMARK IS A 2" ALUMINUM CAP SET BETWEEN WASHINGTON ST AND LARSON DR NORTH OF THE CREEK CHANNEL WITH AN ELEVATION OF 5282.80 GRADE HALL.
5. NGVD 29 = NAVD 88 - 3.252 FT PER GEOSURV INC., GRAND HALL CREEK PROJECT SURVEYOR)

DENVER WATER

1800 West 12th Avenue
Denver, Colorado 80204
Phone (303)628-6000
Fax (303)628-4851
www.denverwater.org

CONSULTANT
MULLER ENGINEERING CO., INC.
CONSULTING ENGINEERS
775 S. WADSWORTH BLVD., 11F.
LAKEWOOD, COLORADO 80401
(303) 944-1000

RELOCATION IN
WASHINGTON ST
AT GRANGE HALL CREEK


CAPITAL PROJECTS
CONSTRUCTION STANDARDS 2011
www.denverwater.org/DoingBusinesswithUs/EngineeringOverview/CPS
THIS DRAWING IS BASED ON THE
DNV METRO GRID COORDINATE SYSTEM

[illegible]

No	Date	Description
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VERIFY SCALES

VERIFY SCALES

BAR IS ONE INCH ON
ORIGINAL DRAWING
0  1"
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY

PT NO: 16004

CAD DWG FILE: 09033.02 ABBR.dwg

DRAWN BY: KSP

APPRO BY: *W. A. R. D.*

DATE: JULY 10/2012

CONTRACT:

FIELD BOOK NO: _____

AS BUILT DATE:

AS BUILT BY: _____
DRAWING TITLE: _____

ABBREVIATIONS

ABBREVIATIONS,
LEGEND, AND NOTES

LEGEND AND NOTES

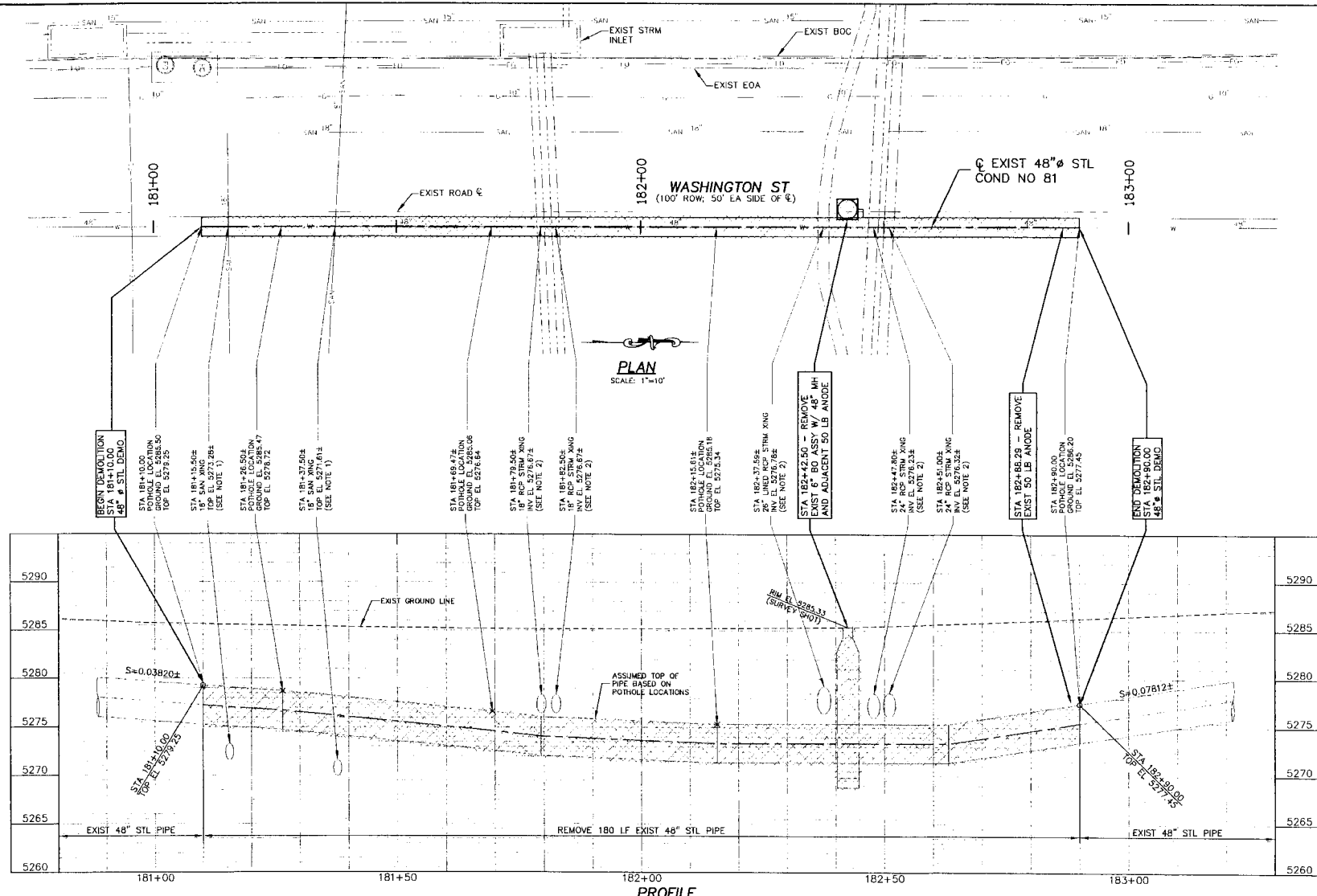
11

6-2

811 FOR BURIED UTILITY INFORMATION
THREE (3) BUSINESS DAYS
BEFORE YOU DIG
CALL 811
(or 1-800-922-1987)
UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)

ABBREVIATIONS,
LEGEND AND NOTES

G-2



- NOTES:**
1. ABANDONED PRIOR TO CONDUIT NO 81 DEMO.
 2. EXIST STRM SYSTEM FUNCTION TO BE MAINTAINED THROUGHOUT CONDUIT NO 81 WORK UNLESS OTHERWISE PROVIDED FOR BY CONTRACTOR.
 3. COORD SEQUENCE OF DEMO AND INSTALLATION W/ D/W OUTAGE SCHED.

EXISTING 48" STL PIPE
 ID OF STEEL: 48"
 OD OF STEEL: 49-1/2"
 STEEL THICKNESS: 1/4"
 COATING: COAL TAR ENAMEL WRAPPED WITH FIBROUS GLASS
 MAT, 15# ASBESTOS FELT AND KRAFT PAPER
 LINING: CEMENT MORTAR, 1/2" THICK

811
 FOR BURIED UTILITY INFORMATION
**THREE (3) BUSINESS DAYS
 BEFORE YOU DIG**
 CALL 811
 (or 1-800-922-1987)
 UTILITY NOTIFICATION
 CENTER OF COLORADO (UNCC)
www.uncc.org

DENVER WATER

1800 West 12th Avenue
 Denver, Colorado 80204
 Phone (303) 752-6000
 Fax (303) 752-6051
www.denverwater.org

CONSULTANT

MULLER ENGINEERING CO., INC.
 CONSULTING ENGINEERS
 1800 West 12th Avenue, Suite 100
 Denver, Colorado 80204
 Phone (303) 752-6000
 Fax (303) 752-6051
www.mullereng.com

CONSULTANT

MULLER

CONDUIT NO 81

RELOCATION IN
 WASHINGTON ST
 AT GRANGE HALL CREEK

REFERENCE:
 CAPITAL PROJECTS
 CONSTRUCTION STANDARDS 2011
www.denverwater.org
www.denverwater.org/Design/ConstructionStandards/2011

THIS DRAWING IS BASED ON THE
 DW-METRO GRID COORDINATE SYSTEM

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z		

7/9/12 FINAL FOR BID

No Date Description

REVISIONS

VERIFY SCALES
 BAR IS ONE INCH ON
 ORIGINAL DRAWING
 0 = 1" (NOT ONE INCH ON
 THIS SHEET, ADJUST
 SCALES ACCORDINGLY)

PT NO: 16004
 CAD DWG FILE: 08033.02 DEMO P&P.dwg
 DRAWN BY: KSP
 CHECKED BY: GCH
 DATE: JULY 10, 2012
 CONTRACT:
 FIELD BOOK NO:
 AS BUILT DATE:
 AS BUILT BY:

DRAWING TITLE

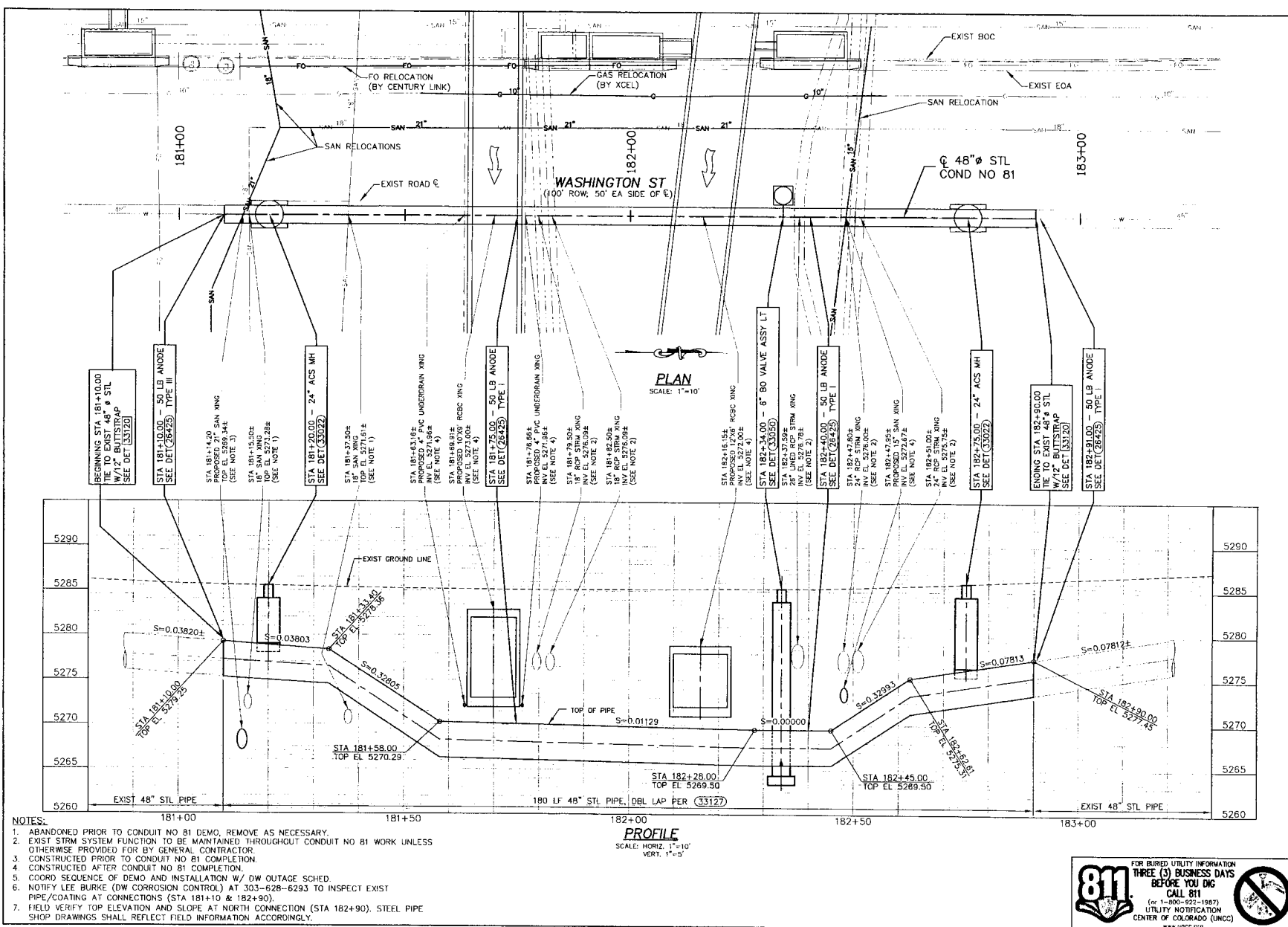
**DEMO
 PLAN AND PROFILE**

C-1

3055

EXHIBIT A 4 OF 5

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1600 West 12th Avenue
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Phone (303)278-6000
Fax (303)278-6851
www.denverwater.org

CONSULTANT
MULLER ENGINEERING CO., INC.
CIVIL/UTILITY ENGINEERS
1111 1/2 W. 12th Ave., Suite 100
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www.mullereng.com

CONDUIT NO 81
RELOCATION IN
WASHINGTON ST
AT GRANGE HALL CREEK

REFERENCE:
CAPITAL PROJECTS
CONSTRUCTION STANDARDS 2011
www.denverwater.org
/Documents/ConstructionStandards/CPICS
THIS DRAWING IS BASED ON THE
FW LAB BLD. ONE COORDINATE SYSTEM

No	Date	Description
1	7/10/12	FINAL FOR BID

REVISIONS
VERIFY SCALES
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THIS SHEET, ADJUST
SCALES ACCORDINGLY

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