

SPONSORED BY: COUNCIL MEMBER MONROE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-20
Series of 2007

Series of 2007

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF THORNTON FOR THE DESIGN AND CONSTRUCTION OF SANITARY SEWERLINE AT 104TH AVENUE ALONG MARION STREET

WHEREAS, the north section of the 104th Avenue and Marion Street intersection is situated within the corporate boundary of the City of Northglenn, and the south section of the intersection of 104th Avenue and Marion Street is situated within the corporate boundary of the City of Thornton; and

WHEREAS, Thornton is designing and will construct a capital improvement project at 104th Avenue along Marion Street which includes the rehabilitation of sanitary sewer pipeline located in both Thornton and Northglenn, and Northglenn desires to have Thornton include in its design and construction the rehabilitation of 140 feet of the sewer line located in Northglenn and the rehabilitation of an appurtenant sanitary sewer manhole.

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

The Intergovernmental Agreement between the City of Thornton and the City of Northglenn for the design and construction of sanitary sewerline improvements at 104th Avenue along Marion Street is hereby approved and the Mayor is authorized to execute this Agreement on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this ____ day of _____, 2007.

KATHLEEN M. NOVAK
Mayor

ATTEST:

APPROVED AS TO FORM:

DIANA L. LENTZ, CMC
City Clerk

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITIES OF THORNTON AND NORTHGLENN
FOR THE DESIGN AND CONSTRUCTION OF SANITARY SEWERLINE
IMPROVEMENTS AT 104TH AVENUE ALONG MARION STREET**

This Intergovernmental Agreement entered into this ___ day of March, 2007, by and between the City of Thornton, a Colorado home rule municipality ("Thornton"), and the City of Northglenn, a Colorado home rule municipality ("Northglenn") or collectively "Party" or "City," or "Parties" or "Cities."

WITNESSETH

WHEREAS, the north section of the 104th Avenue/Marion Street intersection is situated within the corporate limits of Northglenn, and the south section of the intersection of 104th Avenue/Marion Street intersection is situated within the corporate limits of Thornton; and

WHEREAS, Thornton and Northglenn entered into an Intergovernmental Agreement dated May 04, 1979, whereby Northglenn provides sewer service to certain Thornton residents and one of those sanitary sewer lines is located within the 104th Avenue/Marion Street intersection which interconnects a Thornton sewer line and a Northglenn sewer line; and

WHEREAS, Thornton is designing and will construct a capital improvement project at 104th Avenue along Marion Street which includes rehabilitation of 263 feet of eight-inch diameter sanitary sewer pipeline, 123 feet of which is located in Thornton, and 140 feet of which is located in Northglenn. Whereas Northglenn desires to have Thornton include in its design and construction the rehabilitation of 140 feet of the sewer line located in Northglenn interconnected to the Thornton sanitary sewer pipeline and rehabilitation of an appurtenant sanitary sewer manhole; and

WHEREAS, the Parties agree that Thornton shall design and construct the project more specifically described in Exhibit A attached hereto and incorporated herein by this reference (the "Project") subject to the terms and conditions contained herein.

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

I. Project Scope

The scope of this project, includes (1) the rehabilitation of 263 feet of eight-inch diameter sanitary sewer line located at the intersection of 104th Avenue along Marion Street and (2) the rehabilitation of a sanitary sewer manhole located at the end of the section of pipe within Northglenn's city limits.

II. Project Funding

The Parties estimate that Northglenn's share of the project construction shall not exceed \$23,000; This sum includes 140 feet of pipe and rehabilitation of the manhole within Northglenn. Upon completion of the Project, Thornton shall invoice Northglenn for its share of the costs of the Project, which amount shall not exceed \$23,000. Northglenn shall remit a check payable to Thornton for the invoiced amount within 30 days of receipt of the invoice. Each Party represents that it has adequate funds in its budget for its portion of the costs of the Project. Northglenn has approved its 2007 Budget which includes funding for this Project.

A. Project Design

At its sole cost, Thornton shall pay for the design of the entire Project. At the time that the Project design is complete and both Parties concur with the completed design, the Parties shall exchange letters with each other to that effect in accordance with the notice provisions provided in Section IV herein.

B. Permits and other Approvals

Northglenn shall provide Thornton or its contractor with any permits necessary to construct that portion of the Project located in Northglenn.

C. Project Management – Construction Services

At its sole cost, Thornton shall perform or provide the construction management duties associated with the Project.

D. Construction

1. Contracts Documents

Upon completion of the design, Thornton shall prepare the contract documents for the construction portion of the Project. The Cities agree that the Project shall be designed and constructed in accordance with Thornton's standards and specifications. Each Party represents that it will be responsible for the construction costs associated with its portion of the Project. Upon finalization of the contract documents, Thornton shall advertise the Project for construction bids. Upon receipt of the bids, Thornton shall select the construction contractor based on the lowest responsible bidder. Thornton shall award, execute and administer the contract for construction. Thornton reserves the right to reject all bids.

2. Project Schedule

Thornton shall use best efforts to enable the Bid Opening to occur in Spring of 2007. The Bid Documents shall provide that the project shall be complete within 120 days of Notice to Proceed, or as amended during bidding.

E. Maintenance

The Parties agree that each City shall be responsible, for future maintenance of those portions of the Project located in the respective party's jurisdiction. Upon final acceptance of the Project and the associated expiration of Project warranties.

III. TERM

This Agreement shall terminate upon the expiration of the warranties associated with the Contract Documents subject to Section VII herein.

IV. NOTICE

Any notice required by this Agreement shall be in writing and 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 below, or at such other address as has been previously furnished in writing, to the other Party or Cities. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Thornton:
Jack Ethredge, City Manager
9500 Civic Center Drive
Thornton, CO 80229

City of Northglenn:
AJ Krieger, City Manager
11701 Community Center Drive
Northglenn, CO 80233

V. LITIGATION

Each Party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions.

VI. INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the Cities and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Cities.

VII. TERMINATION OF AGREEMENT

This Agreement may be terminated in writing by either of the Cities, but only if: (1) there are no contingent, outstanding contracts for construction; and, (2) the lowest responsible bid for the Project exceeds the amount budgeted by either Party. All costs associated with the cancellation shall be paid equally by the Cities.

VIII. VENUE

This Agreement 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. SEVERABILITY

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

X. WAIVER

A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

XI. PARAGRAPH CAPTIONS

The captions of the paragraphs are set forth only for the convenience and reference of the Cities and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

XII. GOVERNMENTAL IMMUNITY

The Cities acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Cities, their officers, or employees.

IN WITNESS WHEREOF, the Cities here have executed this Agreement to be effective as of the date first above written.

CITY OF THORNTON

Jack Ethredge, City Manager

ATTEST:

Nancy A. Vincent, City Clerk

APPROVED AS TO FORM:

Margaret Emerich, City Attorney

CITY OF NORTHGLENN

Kathleen M. Novak, Mayor

ATTEST:

Diane Lentz, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney