

**PUBLIC WORKS DEPARTMENT MEMORANDUM
#14-2019**

DATE: April 22, 2019

TO: Honorable Mayor Carol Dodge and City Council Members

THROUGH: Heather Geyer, City Manager *Hmg*

FROM: Kent Kisselman, PE – Director of Public Works *FKK*
Matt Wiederspahn, PE – Engineering Manager

SUBJECT: CR-19 – 120th Avenue Over I-25 Bridge Repainting Project IGA

PURPOSE

City Council is considering CR-19, a resolution to approve an IGA between the City of Northglenn and City of Westminster to repaint the 120th Avenue Bridge over I-25.

BACKGROUND

In 2004, the City entered into a contract with the Colorado Department of Transportation (CDOT), the Regional Transportation District (RTD), and the City of Westminster for the replacement of the I-25 and 120th Avenue Bridge. As part of the agreement, the City of Northglenn and the City of Westminster agreed to a set of maintenance responsibilities which include painting of the bridge elements. The bridge paint coating is in need of replacement. The City of Westminster is currently contracted with Thomas Industrial Coatings and obtained a quote to remove, blast and paint the pedestrian fence panels.

On February 29, 2019, staff received City Council support to partner with the City of Westminster and bring forward an IGA for cost sharing.

STAFF RECOMMENDATION

Staff recommends approval of resolution CR-19, which if approved, would authorize the Mayor to execute an IGA with the City of Westminster.

BUDGET/TIME IMPLICATIONS

The quote provided by Thomas Industrial Coatings is in the amount of \$767,678.00. A 20% contingency has been added to the project cost in the amount of \$153,535.60 for a total project cost of \$921,213.60. The City of Northglenn would be responsible for half of that amount, \$460,606.80. The City of Westminster is proposing in the IGA that they would pay the contractor the full amount and get reimbursed by Northglenn. Funding is available in the Capital Projects Fund available fund balance.

The City of Westminster will direct their contractor to start work as soon as the IGA is approved. A supplemental budget appropriation in the amount of \$460,606.80 from the Capital Projects Fund will be presented in the future.

CR-19 – 120th Avenue Over I-25 Bridge Repainting Project IGA

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Budget	\$0
Supplemental Appropriation	\$460,606.80
IGA Amount	(\$383,839.00)
IGA Contingency – 20%	(\$76,767.80)
Total Project Cost	(\$460,606.80)
Remaining	\$0

STAFF REFERENCE

If Council members have any comments or questions they may contact Kent Kisselman at kkisselman@northglenn.org or 303.450.4005.

CR-19 – 120th Avenue Over I-25 Bridge Repainting Project IGA

120th Avenue over I-25 Bridge Repainting Project IGA

SPONSORED BY: MAYOR DODGE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-19
Series of 2019

Series of 2019

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE CITY OF WESTMINSTER REGARDING THE 120TH AVENUE OVER I-25 BRIDGE PEDESTRIAN RAILING REPAINTING PROJECT

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;

WHEREAS, Westminster desires to contract for the 120th Avenue over I-25 Bridge Pedestrian Railing Repainting Project (the "Project");

WHEREAS, Westminster is responsible for maintaining and repairing those portions of the 120th Avenue over I-25 bridge pedestrian railings situated within Westminster, and Northglenn is responsible for maintaining and repairing those portions of the 120th Avenue over I-25 bridge pedestrian railings situated within Northglenn;

WHEREAS, Westminster is willing to include Northglenn's portion of the Project in the same contract as Westminster for the railing improvements located within Westminster; and

WHEREAS, Westminster has requested, and Northglenn is agreeable, that Northglenn reimburse Westminster for the proportionate cost share of the Project based on the proportionate share areas within each respective jurisdiction, equal to a 50/50 cost share.

NOW, THEREFORE, 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 of Westminster, attached hereto as **Exhibit 1**, regarding the 120th Avenue over I-25 Bridge Pedestrian Railing Repainting Project is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2019.

CAROL A. DODGE
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF WESTMINSTER AND THE CITY OF NORTHGLENN
REGARDING THE 120TH AVENUE OVER I-25 BRIDGE PEDESTRIAN RAILING
REPAINTING PROJECT**

This INTERGOVERNMENTAL AGREEMENT REGARDING THE 120TH AVENUE OVER I-25 BRIDGE PEDESTRIAN RAILING REPAINTING PROJECT (the “Agreement”) is made and entered into effective this 1st day of June, 2019, by and among the **CITY OF WESTMINSTER**, a Colorado home rule municipality whose principal business address is 4800 West 92nd Avenue, Westminster, Colorado 80031 (“Westminster”), and the **CITY OF NORTHGLENN**, a Colorado home rule municipality whose principal business address is 11701 Community Center Drive, Northglenn, Colorado 80233 (“Northglenn”). Both Cities are referred to herein as the singular “City” and as the plural “Cities.”

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, Westminster desires to contract for the 120th Avenue over I-25 Bridge Pedestrian Railing Repainting Project; and

WHEREAS, Westminster is responsible for maintaining and repairing those portions of 120th Avenue over I-25 bridge pedestrian railings situated within Westminster; and

WHEREAS, Northglenn is responsible for maintaining and repairing those portions of 120th Avenue over I-25 bridge pedestrian railings situated within Northglenn; and

WHEREAS, Westminster is willing to include Northglenn’s portion of the 120th Avenue over I-25 bridge pedestrian railings project in the same contract as Westminster for those street improvements located within Westminster; and

WHEREAS, Westminster has requested, and Northglenn is agreeable, that Northglenn reimburse Westminster on a proportionate share basis Northglenn’s portion of the cost for that portion of the 120th Avenue over I-25 bridge pedestrian railings located within Northglenn’s jurisdiction; and

WHEREAS, estimates of the construction costs for the portion of the Project located within Northglenn’s jurisdiction are identified in **EXHIBIT A**, attached hereto and incorporated herein by this reference; and

WHEREAS, the proportionate cost share of the Project shall be based on the proportionate share areas within each respective jurisdiction, equal to a 50/50 cost share, and

WHEREAS, the costs identified in **EXHIBIT A** are estimates for the total cost of the Project to be done within the Cities jurisdictions, and each City shall be responsible for its share of the actual, in-place costs of the Project; and

WHEREAS, a 20% contingency has been added to the overall budget for use toward change orders or minor contract revisions to accommodate issues that arise during construction. Any work to be done and charged by the Contractor over the costs identified in **EXHIBIT A** must be stated in writing by the Contractor, and mutually agreed to by each City in writing prior to the work being started.

NOW, THEREFORE, in consideration for the making and performance of the mutual promises and covenants contained herein the Cities agree as follows:

1.0 SCOPE OF WORK.

1.1 Westminster shall perform pedestrian rail repainting on the 120th Avenue bridge over I-25 located in the boundaries of both Cities, as shown on attached **Exhibit B**. The work shall be secured by payment and performance bonds and warranted for a period of one year.

1.2 Work on this project shall commence after both Cities have approved this expenditure and a Notice to Proceed has been given (estimated at June 1, 2019). All work shall be completed by November 28, 2019.

2.0 PAYMENT. Northglenn shall pay Westminster an amount of three hundred eighty-three thousand eight hundred thirty-nine (\$383,839), and fifty percent (50%) of any contingency amount approved by both Cities for the project. Westminster shall send an invoice to Northglenn, with the quantities and unit prices, and Northglenn shall pay Westminster within 30 days of receipt of the invoice.

3.0 PROJECT MANAGER

3.1 Westminster's project manager for the project is Barb Cinkosky, Street Projects Specialist, Department of Public Works and Utilities, Street Operations Division.

3.2 Northglenn's project manager for the project is Kent Kisselman, P.E., Director of Public Works Department.

3.3 The project managers from both Westminster and Northglenn shall be the primary points of contact for questions and inquiries about the Project, and shall be responsible for reporting to their respective entities the progress of the Project, as well as any problems which might arise. Westminster and Northglenn may change their designated project managers upon written notice to the other party. All notices given pursuant to this Agreement should be sent to the attention of the project manager of the City to whom the notice is being given.

4.0 COOPERATION. Westminster and Northglenn hereby agree that, upon execution of this Agreement and commencement of the Project, they will cooperate with each other to the fullest extent in the scheduling of the work, supervision, and review when applicable to ensure the successful completion of the Project. Northglenn may inspect the project but shall communicate to the Contractor through Westminster.

5.0 WARRANTY. The Cities agree that any contracts awarded for the construction of the Project shall be warranted by the selected Contractor for a one (1) year period, and that surety be provided for enforcement of this warranty.

6.0 INSURANCE AND INDEMNIFICATION.

6.1 During the term of this Agreement, both Cities shall maintain property and general liability insurance in commercially reasonable amounts, either or both

Cities may meet this obligation through their membership in the insurance pool provided by the Colorado Intergovernmental Risk Sharing Agency(CIRSA), to insure them from claims arising from the Project.

6.2 Westminster shall require that all contractors, subcontractors, and independent contractors employed by Westminster for the Project maintain property, general liability and statutory worker's compensation insurance in such amounts as to insure Westminster, and Northglenn as an additional insured, to the statutory limits of their liability.

6.3 Westminster shall require that the selected Contractor for the Project and its subcontractors indemnify, defend and hold harmless Northglenn and Westminster, and their respective Mayors, Councillors, Commissioners, officials, and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities of, by or with respect to third parties to the extent they arise, or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional misconduct or negligent acts or omissions of the selected Contractor, the selected Contractor's subcontractors, suppliers, and/or employees in connection with work on the Project.

7.0 ADDITIONAL DOCUMENTS OR ACTION. The Cities agree to execute any additional action that is necessary to carry out this Agreement.

8.0 ASSIGNMENT. This Agreement shall not be assigned by either City without the prior written consent of the other party.

9.0 FORCE MAJEURE. Any delays in or failure of performance by any City of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control and such City.

10.0 BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the Cities, their respective legal representative, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

11.0 EXHIBITS. All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

12.0 NOTICES. Any notice required or permitted 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 project manager as referenced in paragraph 3.0 above at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other City or Cities. Such notice shall be deemed to have been given when deposited in the United States mail.

- 13.0 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.
- 14.0 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. If any other provision of the Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
- 15.0 DEFAULT.** Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either City, then this Agreement, at the option of the City who is not in default, maybe terminated by the nondefaulting City, in which case, the nondefaulting City may recover such damages as may be proper. If the nondefaulting City elects to treat this Agreement as being in full force and effect, the nondefaulting City shall have the right to an action for specific performance or damage or both.
- 16.0 WAIVER OF BREACH.** A waiver by any City to the Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either City.
- 17.0 ATTORNEY’S FEES.** If any City breaches this Agreement, the breaching City shall pay all of the prevailing City’s reasonable attorney’s fees and costs in enforcing this Agreement.
- 18.0 GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Adams County, Colorado.
- 19.0 GOVERNMENTAL IMMUNITIES.**
- 19.1 The Cities hereto intend that nothing herein shall be deemed or construed as a waiver by either City of any rights or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., *et seq.*)
- 19.2 Northglenn and Westminster agree that in the event any claim or suit is brought against either or both Cities by any third party as a result of the operation of this Agreement that both Cities will cooperate with each other, and with the insuring entities of both Cities, in defending such claim or suit.
- 20.0 UNDOCUMENTED WORKERS-PUBLIC CONTRACTS FOR SERVICES.** Westminster shall require that the selected Contractor for the Project and its subcontractors are in compliance with CRS §8-17.5-101 *et seq.*

In Witness Whereof, the Cities hereto have caused this agreement to be executed on the day and year first above written.

City of Westminster,
A Colorado home rule municipality

By: Donald M. Tripp, City Manager
4800 West 92nd Avenue
Westminster, Colorado 80031

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

City of Northglenn,
A Colorado home rule municipality

By: Carol A. Dodge, Mayor
11701 Community Center Drive
Northglenn, Colorado 80233

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Date of Approval: _____

Exhibit A

Total Proposal	\$767,678.00
20% Contingency	\$153,535.60
	\$921,213.60

50/50 Cost Share

City of Westminster	\$383,839.00
City of Northglenn	\$383,839.00



2070 Highway Z
 Pevely, MO 63070
 Ph: 636-475-3500
 Fx: 636-475-3512
www.thomasindcoatings.com

PROPOSAL


SUBMITTED TO:	City of Westminster and North Glenn	DATE:	Thursday, January 31, 2019
ADDRESS:		PROJECT NAME:	120th Avenue over I-25
		PROJECT NUMBER:	Change Order #1
PHONE:		PROJECT LOCATION:	Denver, Colorado
EMAIL :		DATE OF PLANS:	N/A

Thomas Industrial Coatings, Inc. is a Society of Protective Coatings QP1, QP2, & QS1 Certified Contractor.
 We propose to furnish all labor, materials, and necessary insurance to complete work as described below.

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	ITEM COST
1	Mobilization, Panel Removal & Reinstallation, SP-6 Abrasive Blasting of Panels, Three (3) Coat Paint System, Offsite Facility Rental.	1.000	L.S.	\$ 767,678.00	\$ 767,678.00
TOTAL \$					767,678.00

NOTES & QUALIFICATIONS

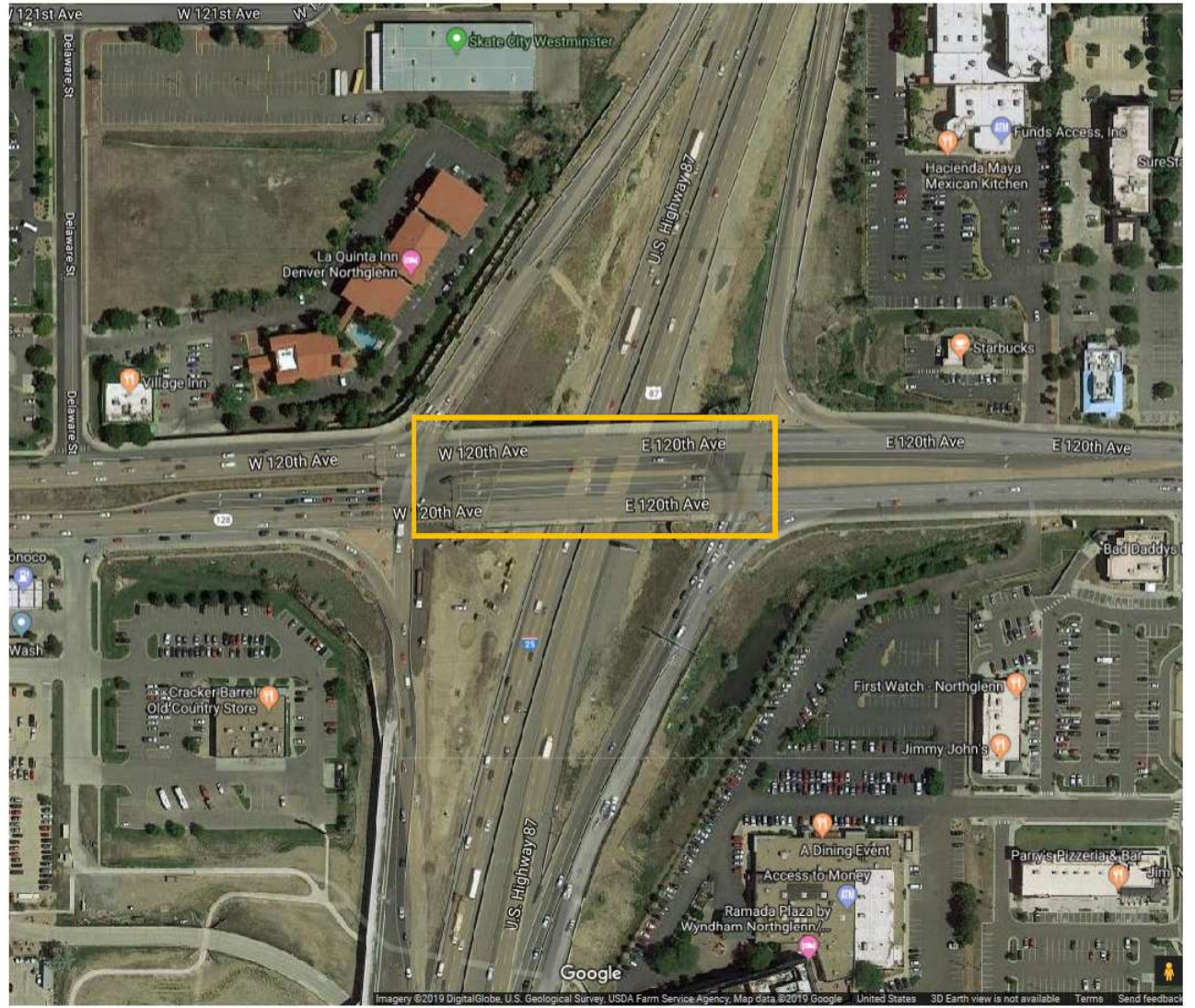
Note 1: All required federal, state, local, & environmental permits are to be obtained and maintained by the general contractor.
Note 2: This proposal does not include any metal work or repair.
Note 3: This proposal does not include any barrier repair or patching before coatings application.
Note 4: This proposal does not include a bond, if required please add 2%

Payment to be made as follows: Standard Procedure- Net 30 Days	This proposal may be withdrawn if not accepted within <u>30</u> Days
All work to be completed in a workmanlike manner according to standard practices. Our workers are fully covered by Workmen's Compensation Insurance. In the event payment terms are not met, Purchaser agrees to pay reasonable collection fees, plus interest of 1.5% per month.	Authorized Signature: 
	Name & Title: Will Glaus - Engineer/Estimator
	Phone # 314-591-5854
	Email Address: wglaus@thomasindcoatings.com

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature:
	Print Name/Title:
	Date of Acceptance:

COMPLETE PAINTING INDUSTRIAL COATINGS CONTRACTOR
 ABRASIVE BLASTING-SPECIALTY COATINGS-GRAPHICS-FLOOR SEALING
 AN EQUAL OPPORTUNITY EMPLOYER

Exhibit B



Northbound I-25



Southbound I-25



120th Avenue over I-25





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www.thomasindcoatings.com

120th Avenue over I-25 Pedestrian Railing Recoating Work Plan

The following is a work plan formulated for removing, blasting/painting, and re-installing the pedestrian fence panels. Pedestrian panels will be recoated at an offsite facility and brought back to the site for re-installation and touch up if necessary. Barrier and pedestrian railing supports are to remain in place to be recoated.

Panel Removal: Each panel will be removed from 120th avenue overpass from the bridge deck above. All panels being removed and reinstalled will be secured by 2 independent safety harnesses while off the ground. Any panels that are located above I-25 will be removed through lane closures to ensure driver safety. Panels will be removed through removing nuts and bolts from the parapet steel supports that are attached to the parapet. The parapet panel supports will remain in place.

Access: Panel removal and reinstallation will be handled from the 120th avenue above I-25. Access to the concrete barrier and panel support structures will be through a manlift during nightly lane closures.

Traffic Control: Traffic control will be handled by a local reputable traffic control company who is familiar with CDOT procedures. Per CDOT, single lane closures will be allowed on I-25 from 9pm-5am, with double lane closures in a single direction allowed from 12am-4am. Traffic control will also be utilized on 120th avenue during the removal and reinstallation process to allow for trailers to be loaded with removed panels to be transported to an offsite



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facility. One lane in each direction on 120th avenue will be shut down while panels are being removed to allow space for workers and vehicles.

Pedestrian Control: Thomas Industrial will provide 6ft tall temporary fencing for all areas that have had pedestrian railing removed. This design is intended to keep pedestrians away from all areas of the bridge where the railing has been removed. Also, to keep pedestrians out of the immediate work area for their safety.

Surface Preparation:

Concrete barrier walls will receive 3000psi powerwashing to provide a clean substrate. Our proposal does not include any concrete repair, or patching.

The pedestrian panels once delivered to the laydown yard, will be placed inside a containment tent and abrasive blasted to SSPC-SP6 level of cleanliness before a 3-coat system will be applied to the panels. The system will consist of a zinc primer, epoxy intermediate, and polyurethane topcoat (color to be chosen by the owner

Panel support poles that will be left attached to the concrete parapet will be power tooled to SSPC-SP11 bare metal, which equivalent of abrasive blasting, before applying the same 3-coat system as the pedestrian panels will receive.

After the pedestrian panels are reinstalled to the center support brackets, spot touch-up will be performed to coat any damaged areas during the reinstallation.



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Coating System:

- Carbon Steel Surfaces:
 - Primer: Sherwin Williams Zinc Clad III
 - Intermediate: Sherwin Williams Macropoxy 646
 - Topcoat: Sherwin Williams Hi Solids Polyurethane
- Concrete Surfaces:
 - 1st Coat: Sherwin Williams H&C Concrete Stain
 - 2nd Coat: Sherwin Williams H&C Concrete Stain

Coating Limits:

- Steel Surfaces:
 - For the pedestrian railings on this project the limitations are the pedestrian panels, panel barrier supports, not included are the light poles on the bridge.
- Concrete Surfaces:
 - The limitations of the concrete coatings were bid upon the inside, top, and outside parapet above the bridge deck surface.