

PUBLIC WORKS DEPARTMENT
MEMORANDUM #2011 – 05

DATE: February 10, 2011
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: William A. Simmons, City Manager *WAS*
David H. Willett, Director of Public Works *R*
Joliette M. Woodson, Transportation Engineer *JW*
SUBJECT: CR – 15, W. 120th Avenue Rehabilitation,
Intergovernmental Agreement with City of Thornton

BACKGROUND

The Cities of Northglenn and Thornton share a common boundary on E. 120th Avenue and for cost savings purposes, desire to engage one contractor to perform street rehabilitation for 120th Avenue from Grant Street to east of Washington Street. The rehabilitation will consist of a 3” Mill and Overlay. There will also be a striping modification of the current eastbound “right turn only” lane at Washington St. to a “thru lane/right turn permissible”.

By the terms of the intergovernmental agreement, the City of Thornton will administer the project and upon receipt of the bids, Northglenn shall remit funds to Thornton for Northglenn’s portion of the Work based on the lowest responsible bid.

BUDGET/TIME IMPLICATIONS

The attached intergovernmental agreement must be executed prior to the work being bid. The cost of the W. 120th Avenue Rehabilitation project will be paid from the 2011 Capital Improvement Fund (4 mill levy).

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would:

- 1) Authorize the Mayor to execute an intergovernmental agreement between the City of Northglenn and the City of Thornton for the W. 120th Avenue Rehabilitation Project;
- 2) Authorize the remittance to the City of Thornton for Northglenn’s portion of the work up to and not to exceed the budgeted amount of \$200,000.00.

Staff recommends approval of the proposed Resolution.

STAFF REFERENCE

David H. Willett, P.E., Director of Public Works
Joliette M. Woodson, P.E., Transportation Engineer

dwillett@northglenn.org or 303.450.8783
jwoodson@northglenn.org or 303.450.8835

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-15
Series of 2011

Series of 2011

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND THE CITY OF NORTHGLENN FOR A JOINT STREET REHABILITATION PROJECT

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

Section 1. The Intergovernmental Agreement between the City of Thornton and the City of Northglenn for the Joint 120th Avenue Rehabilitation Project, attached hereto, is hereby approved by the City Council of the City of Northglenn, and the Mayor is authorized to enter into the Intergovernmental Agreement on behalf of the City of Northglenn, Colorado.

DATED, at Northglenn, Colorado, this _____ day of _____, 2011.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF THORNTON AND THE CITY OF NORTHGLENN FOR A
JOINT STREET REHABILITATION PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2011, by and between the City of Thornton, a home rule municipal corporation ("Thornton") and the City of Northglenn a home rule municipal corporation ("Northglenn") or collectively referred as the "Cities").

WITNESSETH

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 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, the Cities share common boundaries on 120th Avenue and for cost savings purposes, desire to engage one contractor to perform street rehabilitation for the area on 120th Avenue from east of Washington Street to Grant Street (the "Street Rehabilitation Area") in accordance with the scope of work described in Exhibit A attached hereto (the "Project" or "Work");

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

1. ADMINISTRATION

- A. Thornton shall prepare the Project scope of Work and the Project bid documents.
- B. The Cities agree that the Project shall be constructed in accordance with Thornton's Standards and Specifications.
- C. The contract documents will include a bid schedule for the Work to be completed in Thornton and Northglenn in order to enable the Parties to determine the amount Northglenn shall deposit with Thornton for its portion of the Work. Upon finalization of the contract documents, Thornton shall advertise the Project for construction bids. Upon receipt of the bids, the Cities shall select the construction contractor based on the lowest and responsible bidder and Northglenn shall deposit funds to Thornton for Northglenn's portion of the Work based on the bid documents. In the event the bid for the selected contractor exceeds the amount of funds budgeted for that portion of the work located in Northglenn, and Northglenn opts not to participate in the contract, Thornton, in its sole discretion, may proceed with the contract for the work located within Thornton. Thornton shall then award the contract.

- D. The contractor shall maintain a running accounting of the costs associated with the Work completed in Thornton and Northglenn. During the course of the Project, in the event the initial amount deposited by Northglenn is deficient to cover its Project costs, Thornton shall provide written notice to Northglenn of such deposit deficiency along with a request for an additional payment to Thornton. Northglenn shall remit such additional payment within ten (10) days of receipt of such request, provided that such additional amount is within the amount appropriated by Northglenn in accordance with subsection C of this Section 1.
- E. In the event Northglenn has warranty issues on the Work performed in Northglenn, from the date of initial acceptance, Northglenn shall notify Thornton of such issues and Thornton shall report such warranty issues to the contractor for remediation.
- F. Thornton shall conduct the construction management duties for the Project, however, Northglenn shall have the authority to make decisions including but not limited, to the ability to add or delete Work in Northglenn through a request to Thornton.
- G. Upon completion of the Project, a final accounting of the costs associated with the Work in Thornton and Northglenn shall be conducted by Thornton. In the event the total amount deposited by Northglenn exceeds the actual amount due for its portion of the Work, Thornton shall reimburse Northglenn such amount within ten (10) days of the final accounting. In the event the total amount deposited by Northglenn is less than the actual amount due for its portion of the Work, Northglenn shall remit to Thornton such amount within ten (10) days of the final accounting, provided that such additional amount is within the amount appropriated by Northglenn in accordance with subsection C of this Section 1.
- H. Northglenn shall have the right to access to the Thornton Project records, including accounting records, at any time during normal business hours upon reasonable notice to Thornton.

2. TERM

This Agreement shall terminate upon completion of the Project. Thornton will use its best efforts to complete the Project by August 1, 2011. If the Project contract is terminated, all costs associated with the cancellation of the Project contract thereof, shall be paid equally by the Cities.

3. 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
William Simmons, City Manager
11701 Community Center Drive
Northglenn, CO 80233

3. LITIGATION

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

4. 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.

5. 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.

6. 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.

7. WAIVER OF BREACH

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.

8. 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.

9. 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 Parties here have executed this Agreement to be effective as of the date first above written.

CITY OF THORNTON, COLORADO

Jack Ethredge, City Manager

ATTEST:

Nancy Vincent, City Clerk

APPROVED AS TO FORM:
Margaret Emerich, City Attorney

Assistant City Attorney

CITY OF NORTHGLENN

Joyce Downing, Mayor

ATTEST:

Johanna Small, City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

IGA between City of Northglenn and City of Thornton



CITY OF THORNTON

9500 CIVIC CENTER DRIVE
THORNTON, COLORADO 80229-4326
(303) 538-7295



2.10.2011

1 inch = 300 feet

PROPRIETARY INFORMATION - - NOT FOR RESALE
Digital Data Produced by the City of Thornton GIS Project. This map is
representational only, and does not determine exact locations or bound-
aries of any districts or properties. It is not intended to be relied
upon for any legal descriptions or other land use documents.