

## INTERAGENCY AGREEMENT **Contract #17243A**

**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 City and County of Denver, a municipal corporation of the State of Colorado (the “City”).

### RECITALS

1. The City is planning to contract for the redesign of City Park Golf Course. The project will include the relocation of Conduit 57 & 58 with approximately 3,650 linear feet of the Board’s distribution mains (the “Work”). 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 on 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 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 Executive Director of Public Works is the City’s authorized representative for purposes of performing the City’s obligations under this Agreement. The Executive Director of Public Works hereby designates the City Engineer as the Executive Director’s authorized representative for purposes of directing and administering the City’s activities under this Agreement. The City Engineer has designated Amy Foreman as the Project Manager to generally oversee construction and act as a liaison between the Board and the City’s construction contractor. The City 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 City of such change.

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

A. If the City proceeds with the project, subject to the terms and conditions of this Agreement, the City’s consultant will provide engineering services for the Work. Furthermore, the City’s contractor will construct the relocation of Conduit 57 & 58 with approximately 3,650 linear feet of 42” conduit, in accordance with plans and specifications approved by the Board and by the City prior to the commencement of construction on the project. The Board hereby authorizes the City’s contractor to exercise the Board’s rights with regard to service line replacements pursuant to the Denver Water Operating Rules.

B. Per Chapter 12.02 of the Denver Water Operating Rules the Board shall pay the City for the Work in the amount shown on Exhibit A.

**3. DESIGN AND CONSTRUCTION.**

A. Board Responsibilities

(1) 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 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 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, through AECOM, is providing the engineering design for the conduit relocation for the sum of \$173,000.00.

(2) The City, 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 City for all actual 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 \$5,368,343.00 as set forth on Exhibit A. The Board represents that it has budgeted funds in at least that amount, and subject to the terms and condition of this Agreement, shall reimburse the City for all costs associated with the Work.

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

C. The City shall invoice the Board upon completion of the Work or quarterly for Work completed. The invoice shall include a detailed accounting of the actual costs expended for the Work by the City. 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 City 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 City or the Board, including the City Auditor 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 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 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 City. If the City fails to take action on these concerns, the Board's representative may stop all work on the Board's facilities.

8. **OWNERSHIP AND MAINTENANCE.** Upon completion, inspection, and acceptance of the Work by the City, the Board shall own and operate the completed Work except as set forth in the Operating Rules with regard to service lines. The City shall ensure its contractor is responsible for all costs associated with the maintenance, repair, and replacements of the Work for a period of one year following the Board's acceptance.

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 City: Amy Foreman, City and County of Denver Dept. of Public Works, Engineering Division, Capital Projects Management, 201 W. Colfax Ave., Dept. 506, Denver, Colorado 80202; [amy.foreman@denvergov.org](mailto:amy.foreman@denvergov.org)

With a copy to: City and County of Denver, City Attorney's Office, Municipal Operations, 201 W. Colfax Ave., Dept 1207, Denver, Colorado 80202

If sent to the Board: Ray Batts, Distribution Engineering, Denver Water, 1600 West 12th Avenue, Denver, Colorado 80204; [ray.batts@denverwater.org](mailto:ray.batts@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 City 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 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 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 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 City 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 City and the Board until fully executed by all signatories of the Board and the City and County of Denver.

18. **APPROPRIATIONS.** The obligations of the City under this Agreement or any renewal shall extend only to monies appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement, for the purposes of this Agreement. The Parties acknowledge that (i) they do not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Parties, beyond the scope of this Agreement.

19. **EFFECTIVE DATE AND TERMINATION.** As used herein, the term "Effective Date" shall mean and refer to the date set out on the City'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.

20. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** The Board consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. 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]

ATTEST:

By: \_\_\_\_\_  
James S. Lochhead  
Secretary

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

By: \_\_\_\_\_  
Paula Herzmark  
President

APPROVED:

By: \_\_\_\_\_  
Robert J. Mahoney  
Chief Engineering Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of General Counsel

REGISTERED AND COUNTERSIGNED:  
CITY AND COUNTY OF DENVER

By: \_\_\_\_\_  
Timothy O'Brien, CPA  
Auditor

In witness whereof, the parties execute this Agreement as of:

**CITY AND COUNTY OF DENVER,**  
A Colorado municipal corporation

ATTEST:

By: \_\_\_\_\_  
Clerk and Recorder  
Ex-Officio Clerk of the City and County of  
Denver, Colorado

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:  
Attorney for the City and County  
Of Denver, Colorado

By: \_\_\_\_\_  
Assistant City Attorney

REGISTERED AND COUNTERSIGNED

By: \_\_\_\_\_  
Manager of Finance

By: \_\_\_\_\_  
Auditor

**Exhibit A**

**Conduit 57/58 Order of Magnitude (OoM) Construction Cost Estimate**

Item No.	Description	Quantity	Unit	Unit Cost	Cost	Description
<b>Conduit 57/58</b>						
1	Mobilization	1	LS	\$200,000	\$200,000	
2	Air/Vac Assembly in Vault	3	EA	\$13,000	\$39,000	
3	Asphalt 11-inch thick	7780	SY	\$150	\$1,167,000	Assume York Street is 11-inches thick asphalt, entire width
4	Asphalt 7-inch thick	336	SY	\$95	\$32,073	Assume 23rd Ave. is 7-inches thick asphalt
5	Blow Off Manhole Assembly	3	EA	\$7,500	\$22,500	
6	Butterfly Valve and Vault - 36"	3	EA	\$15,000	\$45,000	
7	Concrete Curbwalk & Crosspans	1200	LF	\$25	\$30,000	
8	Concrete Pavement 6-inch thick	640	SY	\$170	\$108,800	Assume 26th Ave. is 6-inches thick concrete pavement
9	Demobilization	1	LS	\$150,000	\$150,000	
10	Demolition - Pavement	8756	SY	\$5	\$43,780	
11	Demolition - Curb Gutter and Sidewalk	1200	LF	\$2	\$2,400	
12	Mitered elbow fitting - 42"	15	EA	\$8,500	\$127,500	
13	Pipe Backfill - To 95% Modified	3970	CY	\$6	\$23,818	
14	Pipe Bedding - pea gravel	1596	CY	\$12	\$19,147	
15	Pipe Excavation	5565	CY	\$15	\$83,477	
16	Pipeline Survey and Testing	1	LS	\$80,000	\$80,000	
17	Reducer - 46"x42"	2	EA	\$5,500	\$11,000	
18	Repair interior and exterior coatings at connections	2	EA	\$1,500	\$3,000	
19	Site restoration	1	LS	\$15,000	\$15,000	
20	Steel Pipe - 42" Mortar lined, epoxy coated	3650	LF	\$410	\$1,496,500	
21	Tee - 36" X 36" X 36"	1	EA	\$7,500	\$7,500	
22	Traffic Control	1	LS	\$300,000	\$300,000	(OoM estimate provided by Work Zone Traffic Control Inc.) Assumes no Jersey barriers but use of traffic barrels.
23	Utility Crossings - Electrical	3	EA	\$2,000	\$6,000	
24	Utility Crossings - Fiber Optic	1	EA	\$2,000	\$2,000	
25	Utility Crossings - San Sewer	3	EA	\$10,000	\$30,000	
26	Utility Crossings - Storm Sewer	1	EA	\$10,000	\$10,000	Assumes crossing over the top of the 102" diameter storm
27	Utility Crossings - Water	2	EA	\$2,000	\$4,000	
28	Utility Relocate - San Sewer	1	EA	\$20,000	\$20,000	Not sure of the extent of the relocation
29	Utility Relocate - Water	2	EA	\$25,000	\$50,000	
	Subtotal				\$4,129,494	
	Contingency	30	%		\$1,238,848	
	<b>Total</b>				<b>\$5,368,343</b>	



