



ARAPAHOE COUNTY
COLORADO'S FIRST

Public Works and Development

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BRYAN D. WEIMER, PWLF
Director

Board Summary Report

TO: Board of County Commissioners

THROUGH: Bryan D. Weimer, PWLF, Director
Public Works & Development (PWD) *[Signature]*

THROUGH: *CV* Cathleen Valencia, Capital Improvements Program Manager

FROM: *AN* Arthur Negretti, CIP Engineer III, Capital Improvement Program

DATE: August 26, 2019

SUBJECT: **C15-002, C19-025; ILIFF AVENUE OPERATIONAL IMPROVEMENT PROJECT (PROJECT), INTRGOVERNMENTAL AGREEMENT (IGA) WITH SOUTHEAST METRO STORMWATER AUTHORITY (SEMSWA), IN THE AMOUNT OF \$2,400,000.00**

Request

This Summary Report requests approval of an IGA with SEMSWA for funding of drainage elements to be constructed by the Project.

Background

In 2013 Arapahoe County Public Works and Development (PWD) conducted a feasibility study of improvements for East Iliff Ave. In 2015 PWD pursued and acquired DRCOG federal funding for the Iliff Operational Improvements Project, and in 2016 PWD pursued and acquired Highway Safety Improvement Program (HSIP) federal funding for Iliff improvements. After substantially completing design of the Project, PWD has initiated the acquisition of the Right-of-Way (ROW) necessary for construction. At this time, PWD is securing funding from SEMSWA for related drainage improvements to be constructed by the Project with the attached IGA.



Links to Align Arapahoe

Quality of Life

This Project will improve drainage throughout the East Iloff Avenue corridor, from Quebec Street to Parker Road. In addition, the Project will include permanent water quality elements to bring the corridor’s drainage outflow up to current standards.

Fiscally Responsible

Using federal and/or other outside funding leverages the use of County dollars for needed public safety improvements, which allows the County dollars to be stretched further. Reducing ponding and flooding improves the experience of all users of the Iloff corridor and prevents potential resulting damage and loss of time.

Service First

Arapahoe County and PWD are being proactive by improving Iloff at this time, capitalizing on new technology and processes to better serve its customers. In a cooperative effort with Urban Drainage and Flood Control District (UDFCD), the Project will accomplish its permanent water quality improvements via construction of their Cherry Creek Drainage Improvements Project. This high level of interaction, coordination and cooperation between agencies reduces costs and waste.

Discussion

PWD and SEMSWA have a well-established partnership and have been working together cooperatively on the drainage design of the Project. The subject IGA represents the culmination of those efforts and both agencies’ commitment to continue working together on the Project going forward.

Fiscal Impact

For the purposes of tracking these reimbursements, Staff has created a separate case – C19-025, and cost center, which is as follows:

424519025-43129	Local Money - Drainage	\$2,400,000.00
WBS 19025.1.7.5.2	Local Money - Drainage	

This cost center will not accrue interest.

Review and Concurrence

This action will affect PWD’s Transportation Division and has therefore been reviewed as follows.

Reviewed By:

- Arthur Negretti, CIP Engineer III
- Cathleen Valencia, CIP Manager
- Bryan Weimer, PWD Director
- Robert Hill, Assistant County Attorney
- Finance Department

Attorney Comments

County legal staff have reviewed and accepted this consent memo.



Recommendation

PWD Staff have reviewed the IGA and recommend approval.

Action Requested:

1. Approval of the IGA with SEMSWA for funding of drainage improvements to be constructed by the Iliff Operational Improvements Project in the amount of \$2,400,000.
2. Authorization for the Chair of the Board of County Commissioners to sign the subject IGA.

Alternatives

Approving this agreement with SEMSWA for funding drainage improvements will enhance the Project's combined budget. Alternatively, taking no action would result in forfeiting the funding.

cc: **Email**
Bryan D. Weimer, Director, PWD
Peter Kozinski, Trans. Div. Manager
Cathleen Valencia, CIP Program Manager
Arthur Negretti, CIP Engineer III
Keith Ashby, Purchasing Division
Leanna Quint, Finance Budget Analyst
Kim Lynch, Administration
Scan to Files (Listed under hard copy)

Hard Copy
C15-002, C19-025
Rhonda Robinson, Budget Analyst
File



AUTHORIZATION TO SIGN INTERGOVERNMENTAL AGREEMENT

RESOLUTION NO. _____ It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve the subject agreement and authorize the Chair of the Board of County Commissioners to sign the Intergovernmental Agreement, by and between Arapahoe County and the Southeast Metro Stormwater Authority, regarding \$2,400,000.00 of drainage improvements to be constructed by the Iliff Operational Improvements Project, Project #C15-002 and #C19-025, CDOT PROJECT No. STU C100-038 (20992).

The vote was:

Commissioner Baker, _____; Commissioner Sharpe _____; Commissioner Holen _____; Commissioner Jackson _____; Commissioner Conti, _____.

The Chair declared the motion carried and so ordered.





Iliff Operational Improvements Project
C15-002 & C19-025 / CDOT: STU C100-38 / 20992

INTERGOVERNMENTAL AGREEMENT REGARDING
THE ILIFF AVENUE OPERATIONAL IMPROVEMENTS PROJECT

THIS INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) REGARDING FUNDING OF DRAINAGE IMPROVEMENTS FOR THE ILIFF AVENUE OPERATIONAL IMPROVEMENTS PROJECT (“PROJECT”)(CASE # C15-002, C19-025) IS MADE AND ENTERED INTO AS OF THIS _____ DAY OF _____ 2019 BY AND BETWEEN THE COUNTY OF ARAPAHOE, COLORADO (“COUNTY”), A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, AND SOUTHEAST METRO STORMWATER AUTHORITY (“SEMSWA”), A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, COLLECTIVELY (“PARTIES”).

RECITALS

WHEREAS, the Project will construct certain needed public infrastructure improvements within its boundaries, including but not limited to; storm drainage infrastructure, flood control and permanent water quality facilities, and other improvements within the County’s and SEMSWA’s boundaries, collectively referred to herein as “Drainage Improvements”; and

WHEREAS, SEMSWA is authorized and tasked to plan, construct, acquire, operate and maintain drainage facilities, within its boundary in the County; and

WHEREAS, the County and SEMSWA wish to provide for the construction of the Drainage Improvements as elements of the Iliff Operational Improvements Project (C15-002 & C19-025, and CDOT STU C100-038/20992) (the “Project”), which represent a benefit to the area as a whole and to the region; and

WHEREAS, the County and SEMSWA, have coordinated and concur with respect to the nature, scope, and timing of the Project; and

WHEREAS, the County has been authorized to acquire and own Rights-of-Way and/or Easements as may be necessary to construct the Project; and

WHEREAS, the Parties desire to cooperate with respect to the funding, design, and construction of the Drainage Improvements as set forth herein.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Purpose. The purpose of this Agreement is to establish funding for certain public Drainage Improvements to be funded by the Parties and the allocation of the costs thereof between the Parties, and to establish the process by which such public infrastructure improvements will be designed and constructed.

2. General Description of the Project funding. The Parties hereby agree to cooperate in the funding, design, and construction of the Drainage Improvements portion of the Iliff Operational Improvements Project, as described more fully in this Agreement. The Parties anticipate that construction will begin in the year 2020. Further description of, and an estimate of the costs for the Project are set forth in Exhibit A, attached hereto. This cost breakdown is for estimating purposes only and SEMSWA's contribution will not increase or decrease based on the actual bid amount. The parties agree that the total contribution by SEMSWA will be in the amount of \$2,400,000.00 for use by the County in the design and construction of the Drainage Improvements.

3. Project Funding Details. The following provisions regarding design and construction funding, contract administration and accounting shall apply to the Project:

- a) Scoping/Appropriations. The County and SEMSWA have cooperated with respect to the scope and purpose of the Project. Both parties shall budget and appropriate their respective shares of the funds for the Project, such that all the funds are available for such purpose on or before July 1, 2020.
- b) Funding and Contract Administration. Within sixty days of the execution of this agreement, SEMSWA will issue payment to the County in the amount of \$2,100,000.00. SEMSWA will issue an additional payment to the County in the amount of \$300,000.00 sometime after January 1, 2020, but before July 1, 2020. These payments will constitute SEMSWA's total contribution to the project.
- c) Accounting. Following completion of the Project and conditional acceptance thereof, the County shall upon written request provide SEMSWA with a final accounting of the total costs of the Project within sixty (60) days.
- d) County Responsible for Design. The County has and will continue to administer the design of the Project. The County has engaged an engineer to design the Project and to prepare an estimate of construction costs. Design of the Drainage Improvements shall comply with SEMSWA requirements and the County will coordinate the design with SEMSWA Staff. Elements to be constructed by the Project are depicted in the construction plans and specifications. The County shall acquire SEMSWA's acceptance of the plans and specifications prior to soliciting Contractors' bids for construction.

- e) The County will administer Construction Management. The County shall be responsible for the management of construction of the Project. The County has engaged an engineer to manage construction of the Project. Construction of the Drainage Improvements shall comply with SEMSWA requirements and the County will coordinate the construction with SEMSWA Staff.
- f) Right-of-Way and Easement Acquisition. The County will acquire necessary ROW and/or easements for the Project, including those necessary for Drainage Improvements. The County has engaged a Right-of-Way agent/negotiator to administer and facilitate ROW acquisition.

4. Failure to Provide Funds/Termination. The funding obligation of the Parties is, in addition to the other limitations contained in this Agreement, expressly conditioned upon annual budget and appropriation by each party. In the event that one of the Parties fails to either appropriate funds, or fund its respective obligations hereunder by the date prescribed, or to exercise any other funding options as described in Paragraph 3 of this Agreement, the other Party shall be entitled to terminate this Agreement without liability or obligation to the non-funding Party. Notwithstanding the foregoing, in the event a Notice to Proceed has been issued by the County to the construction Contractor, as provided in this Agreement with respect to the Project hereunder, then the obligation of the Parties to fund amounts required for the completion of the Project shall be enforceable in accordance with any legal remedies available at law or in equity.

5. Miscellaneous.

a) Governing Law. The Parties agree this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors, assigns, and legal representatives.

c) Third Party Beneficiary. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain any claim under this Agreement. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

d) Entire Agreement; Amendments. This Agreement, including its exhibits, contains the entire understanding of the Parties with respect to this subject matter. This Agreement supersedes all prior agreements and understandings between the Parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns.

e) Notice and Communications. Any notice pursuant to the terms and conditions of this Agreement shall be in writing and delivered personally, or sent by certified mail, return receipt requested, or sent by a recognized overnight mail or courier services, with delivery receipt requested, to the following addresses (or to such other address as may from time to time be specified in writing by the Parties):

If to the County:

Chairman
Board of County Commissioners
County of Arapahoe
5334 South Prince Street
Littleton, Colorado 80120

With a copy to:

Robert Hill, Esq.
Senior Assistant Arapahoe County Attorney
Arapahoe County
5334 South Prince Street
Littleton, Colorado 80120

Bryan Weimer, Director
Department of Public Works and Development
Arapahoe County
6924 S. Lima Street
Centennial, Colorado 80012

If to SEMSWA:

Paul Danley, Executive Director
Southeast Metro Stormwater Authority
7437 S. Fairplay Street
Centennial, Co 80012

With a copy to:

Edward J. Krisor, Esq.
3900 South Wadsworth Blvd, Suite 320
Lakewood, Co 80235

Notices shall be effective when received by the party to whom addressed.

f) Binding Representative. In regard to change orders, the County designates The Director of Public Works or his/her designee as its representative with power to bind the County.

g) Acceptance of the Project. Upon final acceptance of construction of the Project and expiration of all applicable warranties, SEMSWA shall operate and maintain the Drainage Improvements portion(s) of the Project conditioned upon the annual budget and appropriation of necessary funds for such operation and maintenance by SEMSWA's Board of Directors.

h) Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such litigation, arbitration or other proceeding shall be entitled to obtain as part of its judgment or award its costs and reasonable attorneys' fees.

i) Force Majeure. Wherever there is provided in this Agreement a time limitation for performance by the Parties for any obligations related to construction, the time provided for shall be extended for as long as and to the extent that the delay in compliance with such limitation is due to an act of God, strikes, labor disputes, inability to obtain labor or materials or reasonable substitutes therefor, fire or other casualty and other causes beyond the control of the Parties.

j) Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

k) Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the County or SEMSWA pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

Made and entered into as of the date and year first above written.

SEMSWA

By: _____
Paul Danley, PE
Executive Director

ATTEST

By: _____

COUNTY OF ARAPAHOE, COLORADO

By: _____
Bryan D Weimer, PWLF
Director of Public Works and Development
Pursuant to Resolution No. 190049

ATTEST

By: _____

EXHIBIT A

Detailed Estimate of Costs

Iliff Avenue Corridor Design
Engineer's Estimate - Post-FIR (SEMSWA only)
Updated 06/08/2017

Item Code	Description	Unit	Unit Cost	Quantities	Total Cost
202-00019	Removal of Inlet (fill & abandon)	EA	\$ 1,000.00	57	\$57,000.00
202-00021	Removal of Manhole (fill & abandon)	EA	\$ 1,200.00	21	\$25,200.00
202-00026	Removal of Slope and Ditch Paving	SY	\$ 35.00	110	\$3,850.00
202-00035	Removal of Pipe (fill & abandon)	LF	\$ 25.00	3275	\$81,875.00
206-00065	Structure Backfill (Flow-Fill)	CY	\$ 30.00	339	\$10,170.00
506-00212	Riprap (12 Inch)	CY	\$ 90.00	976	\$87,840.00
507-00000	Concrete Slope and Ditch Paving	CY	\$ 400.00	56	\$22,400.00
515-00120	Waterproofing (Membrane) (for HLC PWQ Str)	SY	\$ 16.00	498	\$7,968.00
601-03030	Concrete Class D (Box Culvert)	CY	\$ 650.00	179	\$116,350.00
601-03030	Concrete Class D (Level Spreader)	CY	\$ 650.00	60	\$39,000.00
602-00000	Reinforcing Steel	LB	\$ 1.00	31843	\$31,843.00
602-00020	Reinforcing Steel (Epoxy Coated)	LB	\$ 1.50	21058	\$31,587.00
603-01180	18" Reinforced Concrete Pipe	LF	\$ 75.00	2890	\$216,750.00
603-01240	24" Reinforced Concrete Pipe	LF	\$ 85.00	1615	\$137,275.00
603-01300	30" Reinforced Concrete Pipe	LF	\$ 130.00	775	\$100,750.00
603-01360	36" Reinforced Concrete Pipe	LF	\$ 160.00	1433	\$229,280.00
603-02300	38"x24" Reinforced Concrete Pipe Elliptical	LF	\$ 250.00	38	\$9,500.00
603-05018	18" Reinforced Concrete End Section	EA	\$ 1,250.00	1	\$1,250.00
603-05036	36" Reinforced Concrete End Section	EA	\$ 1,800.00	1	\$1,800.00
603-77001	Culvert Headwall	SF	\$ 100.00	57	\$5,700.00
603-770011	Culvert Wingwall	SF	\$ 100.00	118	\$11,800.00
604-20000	Outlet Structure	EA	\$ 7,500.00	2	\$15,000.00
604-19105	Inlet Type R L 5 (5 foot)	EA	\$ 5,000.00	2	\$10,000.00
604-19110	Inlet Type R L 5 (10 foot)	EA	\$ 6,500.00	11	\$71,500.00
604-19115	Inlet Type R L 5 (15 foot)	EA	\$ 7,500.00	4	\$30,000.00
604-19205	Inlet Type R L 10 (5 foot)	EA	\$ 7,500.00	3	\$22,500.00
604-19210	Inlet Type R L 10 (10 foot)	EA	\$ 8,800.00	9	\$79,200.00
604-19305	Inlet Type R L 15 (5 foot)	EA	\$ 10,500.00	1	\$10,500.00
604-19310	Inlet Type R L 15 (10 foot)	EA	\$ 12,000.00	1	\$12,000.00
604-19405	Inlet Type R Special (10 foot)	EA	\$ 12,500.00	1	\$12,500.00
604-19510	Inlet Type R L 20 (10 foot)	EA	\$ 12,000.00	1	\$12,000.00
604-19515	Inlet Type R L 20 (15 foot)	EA	\$ 12,500.00	1	\$12,500.00
604-13010	Inlet Type 13 (10 foot)	EA	\$ 4,800.00	1	\$4,800.00
604-00310	Inlet Type C (10 foot)	EA	\$ 5,000.00	2	\$10,000.00
604-30010	Manhole Slab Base (10 Foot)	EA	\$ 4,000.00	21	\$84,000.00
604-30015	Manhole Slab Base (15 Foot)	EA	\$ 7,000.00	8	\$56,000.00
604-31010	Manhole Box Base (10 foot)	EA	\$ 6,500.00	2	\$13,000.00
604-39015	Manhole (Special) (15 foot)	EA	\$ 10,000.00	1	\$10,000.00
Subtotal Construction Bid Items					\$1,694,688.00

	Project Construction Bid Items (from above)				\$1,694,688
	Contingencies/other bid items			15.09%	\$255,650
	Construction Surveying			2.00%	\$33,894
	Mobilization			5.00%	\$84,734
Construction Bid Items					\$2,068,965.78

Total of Construction Bid Items					\$2,068,966
Design Engineering					\$165,517.26
Construction Engineering					\$165,517.26
Total Project Cost					\$2,400,000