AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement; Public Works

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Multiple agencies have been working together to do some joint bidding to increase quantities and reduce costs.

Fiscal Impact:

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns at this preliminary stage. There is money included in the 2019 staff proposed budget for paving projects.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 11/26/2018

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 11/30/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/30/2018

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: DCM Report

Agenda Date: 12/4/2018

Revised April 2015

INTERGOVERNMENTAL AGREEMENT FOR PUBLIC WORKS PROJECTS

THIS INTERGOVERNMENTAL AGREEMENT made effective on this _____ day of _____, 2018, between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON** ("Gunnison County"), the **CITY OF GUNNISON, a Colorado home rule municipality** ("City"), the **TOWN OF MT. CRESTED BUTTE, COLORADO, a COLORADO HOME RULE MUNICIPALITY** ("Mt. Crested Butte"), the **TOWN OF CRESTED BUTTE, a COLORADO HOME RULE MUNICIPALITY** ("Crested Butte"), and the **CRESTED BUTTE SOUTH METROPOLITAN DISTRICT, a _____** ("CB South"), all of which entities are political subdivisions of the State of Colorado, and collectively ("Party" or ("Parties").

RECITALS

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S.29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body; and

WHEREAS, the parties desire to enter into an Intergovernmental Agreement to allow the parties, or any of them in combination, to jointly contract for and manage public works projects, in particular road and street projects, which can reduce costs for all parties; and

WHEREAS, the parties deem such Intergovernmental Agreement to be in the best interests of each of their municipalities and citizens.

NOW, THEREFORE, the parties, for good and valuable consideration, Agree as follows:

SECTION I
TERM OF AGREEMENT

This Agreement shall be effective upon the date of the last signature to this Agreement and shall remain in effect unless terminated by agreement of at least three of the parties. While this agreement shall remain in effect until terminated, no party is required to participate in any project managed under the terms of this IGA.

SECTION II
PROCEDURES

These procedures apply for any project the parties, or any of them, deem to be appropriate under the terms of this IGA.

Project Manager

1. The participating parties will solicit a project manager through mutual consent or through a joint RFP process to be run by the City. The RFP process will comply with the purchasing and contracting requirements for public works projects for all parties.
2. The Project manager scope of work shall be defined and if applicable, shall be included (Kathie, we may hire a consultant directly if all parties agree, to avoid the lengthy RFP process) in the RFP and will have two phases: one for the bid process through contract execution, and one for project management. A services contract will be executed by each of the parties in the form attached hereto as Exhibit A.
3. The Project Manager will be responsible for the overall production of bid documents, coordinating the bid schedule, pre-bid meeting, advertising, responding to bidder questions and evaluation of bidders. Project manager expenses for this scope of work shall be shared equally by the parties. The initial scope of work shall end at contract execution. Each party shall be responsible for the production of its engineered components of the project as described in the bid process below, to be incorporated into the overall bid documents by the Project Manager.
4. Post-contract execution, the Project Manager shall manage the overall project, shall work as the point of contact for the contractor and manage the project on behalf of each party. Project Management expenses shall be paid by each party in accordance with time spent on each party's portion of the project.

Bid Process

5. The Project Manager will prepare and advertise a jointly-constructed bid packet in the form attached hereto as Exhibit B.
6. Costs for bid preparation and advertising shall be shared by the parties equally as part of the scope of work for the Project Manager.
7. Each party shall prepare the construction drawings that define the scope of work for that party.
8. Each party shall prepare engineered design drawings with pay items & quantities on an agreed upon border. 11x17 printable PDF's is the preferred size for drawings. All drawings shall be stamped by the responsible engineer.
9. The bid solicitation shall specify one contracting action that results in one overall mobilization and overhead cost from the contractor.
10. Contractor mobilization costs shall be assigned to each participating party based on that party's percentage of the overall project cost, however; prorated mobilization costs will be subject to revision based on final construction costs.
11. The bid schedule shall itemize each party's total scope of work, plus percentage of mobilization costs.

Project Management and Payment to Contractor

12. Construction administration will be handled by the Project Manager. Each party is responsible for their portion of the time associated with their project.
13. Each party shall assign a project inspector to work with the Project Manager and contractor.
14. Contractor will be required to submit one pay request for the work performed to the date of the pay request. The Project Manager is responsible to work with each

entity for payment for their work, minus any retainage. If the contractor's pay request includes work for several parties, the Project Manager will provide an accounting of the work and costs incurred for each party.

15. Contractor will receive payment directly from each party.
16. Any disputes occurring between a party and the Project Manager or Contractor shall be handled in accordance with the contract documents. Each party shall be responsible for their own costs related to the resolution of any dispute.

SECTION III
INDEMNIFICATION

Nothing in this Agreement is, or shall be construed to be, a waiver by any party of governmental immunity.

SECTION IV
NON-ASSIGNABILITY

No party hereto shall assign, sublet or transfer this Agreement nor any interest therein to any other party without the prior written consent of all parties to this Agreement, which consent shall not be unreasonably withheld.

SECTION VI
BINDING EFFECT

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

SECTION VII
AMENDMENTS

Any and all modifications in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by all parties hereto.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Agreement.

Signature Blocks Coming