

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, APPROVING
AND INTERGOVERNMENTAL AGREEMENT BETWEEN TOWN OF BASALT AND
BASALT SANITATION DISTRICT.**

**Town of Basalt, Colorado
Resolution No. 24
Series of 2015**

RECITALS

1. The Town of Basalt's primary job is to protect the health, safety, and welfare of the citizens of the community.
2. The Town of Basalt is undertaking the Basalt Avenue Underpass to enhance the safety of its citizens, enhance connectivity and promote vitality in its downtown corridor.
3. The Basalt Sanitary District has a sewer collector located on the north side of Highway 82 which will be impacted by the construction by the Town of the underpass, which impacts can be mitigated by the construction of certain improvements to the Basalt Sanitation District's infrastructure.
4. To protect Basalt Sanitary District infrastructure the District is asking the Town to enter into an Intergovernmental Agreement.
5. The current estimated total cost of the Basalt Avenue Underpass is approximately \$5.1 million.

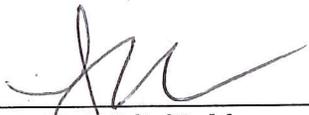
NOW, THEREFORE, BE IT RESOLVED by the Basalt Town Council of Basalt, Colorado, as follows:

Section 1. The Town Council directs the Town Clerk, Town Manager and Town Attorney to undertake the following actions.

- A. Complete the execution of the IGA with the Basalt Sanitary District.
- B. Record and Archive this agreement with all engineering, construction and other pertinent agreements related to the Basalt Avenue Underpass.

READ AND ADOPTED by a vote of 6 to 1 on May 26th, 2015.

TOWN OF BASALT, COLORADO

By: 
Jacque R. Whitsitt, Mayor

ATTEST:

By: 
Pam Schilling, Clerk



**Intergovernmental Agreement
Between
Town of Basalt
And
Basalt Sanitation District**

This Intergovernmental Agreement is made and entered into this ____ day of May, 2015, by and between the Town of Basalt, 101 Midland Avenue, Basalt CO 81621 ("Town"), and the Basalt Sanitation District, PO Box 527, 227 Midland Avenue, Unit C2, Basalt CO 81621 ("BSD").

Whereas, the Town intends to construct an underpass under Highway 82 on the east side of the intersection with Basalt Avenue; and

Whereas, BSD has a sewer collector located on the north side of Highway 82 which will be impacted by the construction by the Town of the underpass, which impacts can be mitigated by the construction of certain improvements to BSD's infrastructure; and

Whereas, the Town and BSD desire to enter into this Intergovernmental Agreement to set forth the rights and obligations of the parties.

Now Therefore, for and in consideration of the mutual promises and covenants set forth below, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Mitigation Improvements.** The Town shall, as part of the construction of the Highway 82 Underpass Project ("Project"), construct certain improvements to BSD's infrastructure to mitigate the impact of the Project ("Mitigation Improvements"). The Mitigation Improvements consist of the encasement of the BSD sewer collector with a 32" split steel casing pipe a distance of approximately 40 linear feet, the lowering of a BSD manhole approximately 10' to 11' feet, and the installation of 2" rigid board insulation. The Mitigation Improvements, although not finalized, are generally shown on the drawing prepared by SGM, the Town's consulting engineers, dated 3/11/2015 entitled SH-82 Basalt Pedestrian Underpass Sanitary Sewer P & P (Sheet No. 21), a copy of which is attached hereto as Exhibit A. Olsson Associates, BSD's consulting engineer, has provided a letter dated April 27, 2015 to BSD which comments on the Mitigation Improvements shown on the drawing, which letter includes a discussion of the need for the preparation of additional detail for the split casing pipe and the lowering of the manhole, as well as the need for SGM to sign and seal the Mitigation Improvements plans. A copy of Olsson's letter is attached as Exhibit B. The Town shall have SGM provide the additional work items requested by Olsson for BSD's written approval, which approval shall not be unreasonably withheld, conditioned or delayed.
2. **Construction of Mitigation Improvements.** Once approved in writing by BSD pursuant to paragraph 1 above, the Town, at its sole expense, shall construct the Mitigation Improvements pursuant to the approved plans as part of the Project, and in accordance with best management

practices. The Town shall provide reasonable written or actual notice to BSD that it intends to commence such construction. All construction shall be at the Town's expense.

3. Construction Observation/As Built Drawings. BSD shall have the right, but not the obligation, to have its operator, and/or Olsson Associates as necessary, observe the Town's construction of the Mitigation Improvements. The costs to BSD of such work by Olsson Associates shall be reimbursed to BSD by the Town. Upon completion of construction, the Town shall have its consulting engineers prepare signed and sealed as built drawings showing the Mitigation Improvements constructed by the Town including the new rim elevation of the manhole, the beginning and ending location of the split steel casing and rigid board insulation.
4. Acceptance. Once construction has been completed, and the as built drawings submitted to BSD, including a certification by the Town's consulting engineer that the Mitigation Improvements have been constructed in compliance with the approved plans, BSD shall review, approve and accept the construction and submittal by the Town, which approval shall not be unreasonably withheld, delayed or conditioned. In the event BSD does not approve the construction, the Town and BSD shall cooperate to resolve BSD's concerns and allow for such approval.
5. Future Damage. Any damage to the BSD infrastructure in the future caused by frost heave or settlement resulting from the Project shall be repaired by BSD at the Town's expense.
6. Access. The Town agrees it shall close the trail, and allow BSD access in the trail corridor or otherwise by mutual agreement, as necessary to allow BSD to operate, maintain, repair and replace its infrastructure in the vicinity of the Project, both during and after construction of the Project. Further, it shall be the responsibility of the Town, at its sole cost, to remove and replace the Bike Shelter and the underlying concrete slab and foundation if necessary to allow BSD to maintain, repair and replace its sewer infrastructure, as outlined in the Olsson letter at paragraph 2 of Exhibit B.
7. Manhole Overflow. If, in the future, the lowered sewer manhole overflows as the result of the construction of the Mitigation Improvements, BSD shall repair and cleanup such incident at the Town's expense.
8. Indemnity. The Town, to the extent permitted by law, shall indemnify BSD for any and all claims arising from or as a result of the Town's construction of the Project, including reasonable attorney fees and costs.
9. Amendment. Any amendment or modification of this agreement shall only be effective by mutual agreement and in writing.

Therefore, the parties have executed this agreement on the day and year first written above.

TOWN OF BASALT

BY

Name

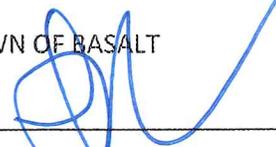
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BASALT SANITATION DISTRICT

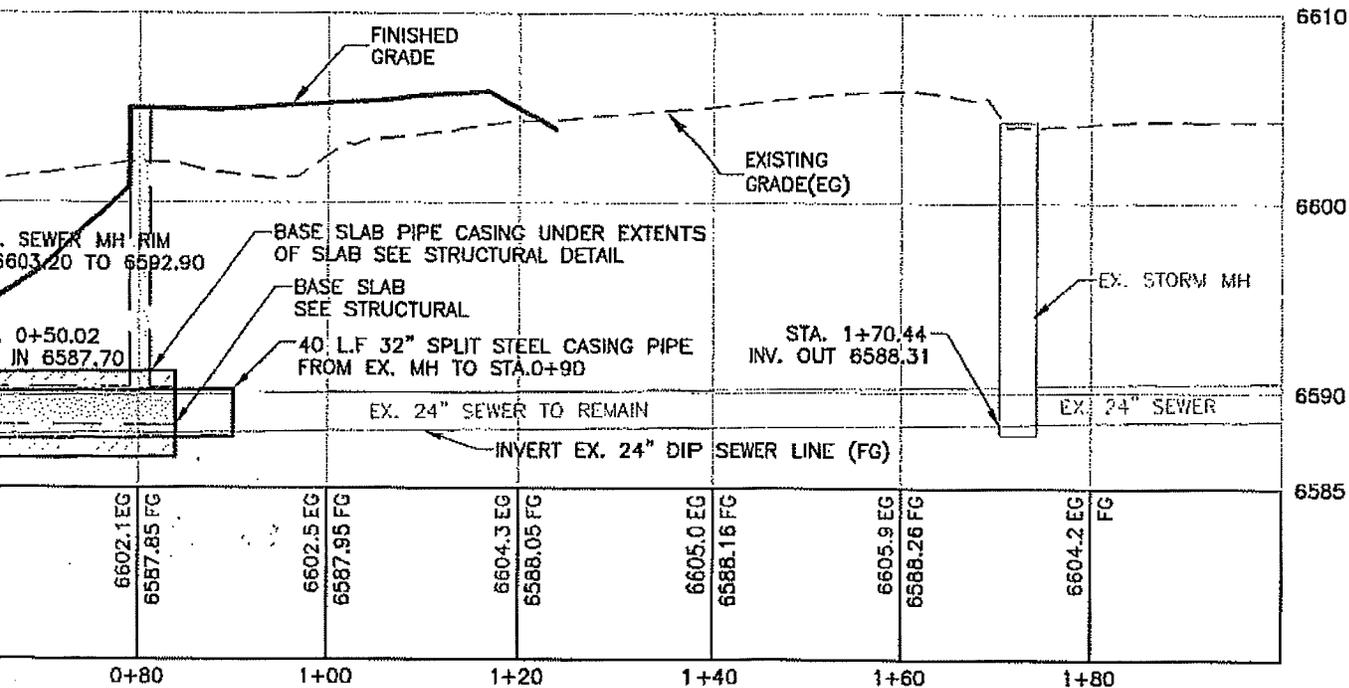
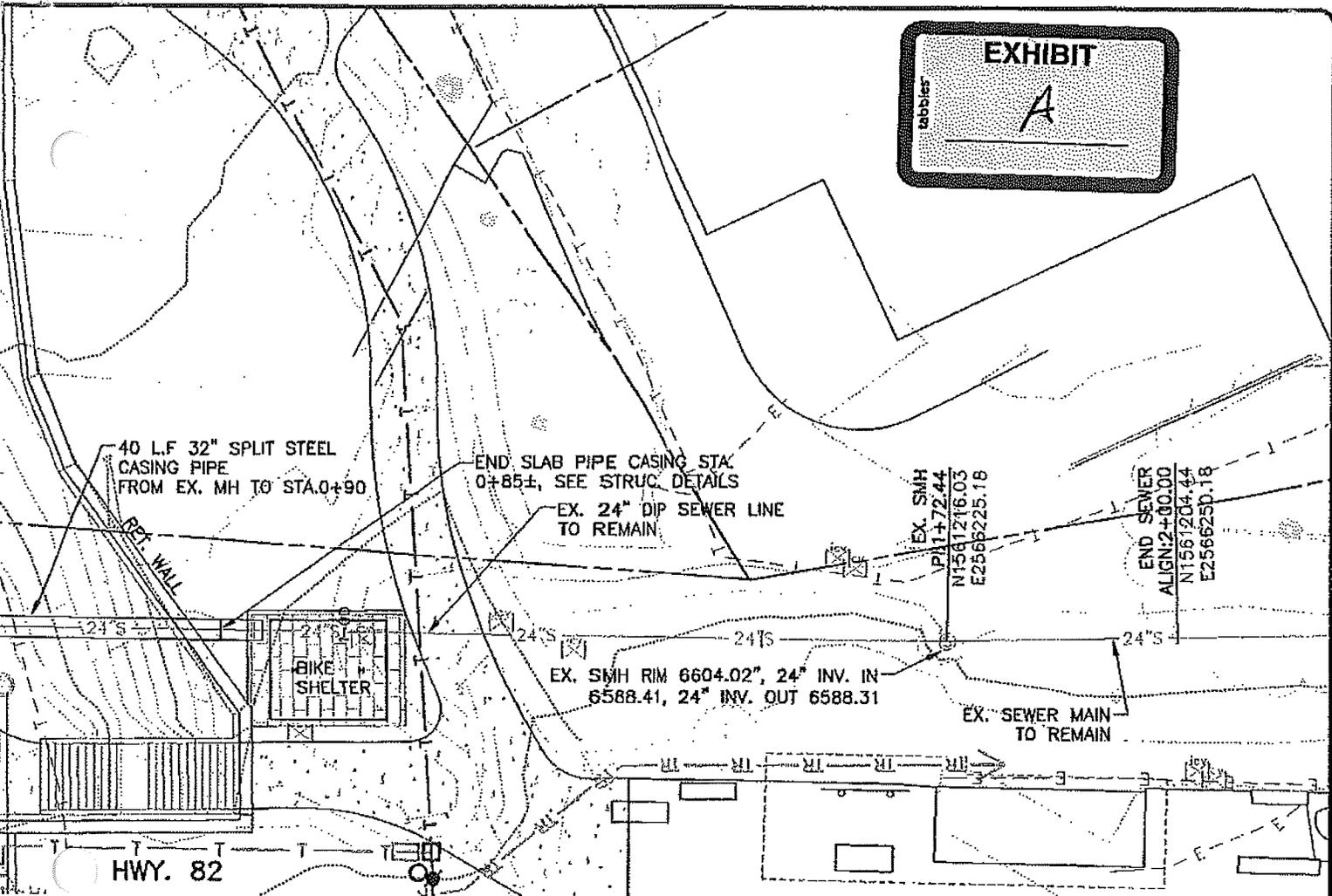
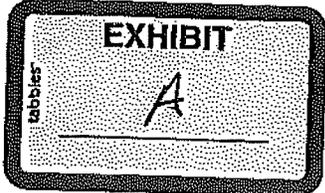
By

Name

Title


Name Jacquie Whitsitt
Title Mayor


Name ALBERT T. PARRY
Title PRESIDENT



<p>118 West Sixth Street, Suite 200 Glenwood Springs, CO 81601 970.945.1004 www.sgm-inc.com</p>	As Constructed		SH-82 Basalt Pedestrian Underpass			Project No./Code	
	No Revisions: -		Sanitary Sewer P & P			No.: CM060-004	
	Revised:	-	Engineer:	MDF	Structure:	-	Code: 20284
	Void:	-	Drawn By:	RLM	Numbers:	-	Sheet Number: 21
		Sheet Subset:	UTIL	Subset Sheets:	3 of 3		



April 27, 2015

Basalt Sanitation District
Attn: Denise Diers
PO Box 527
227 Midland Avenue, Unit C2
Basalt, CO 81621

Re: Basalt SH82 Pedestrian Underpass
Sewer Line Replacement Plans

Dear Board of Directors:

Olsson Associates (Olsson) has reviewed the Sewer Line Replacement Plans for Basalt SH82 Pedestrian Underpass (Project), specifically the Sanitary Sewer Plan and Profile prepared by SGM with a print date of April 16, 2015 (plan). The submittal is a portion of the overall underpass project. Olsson initiated the review on April 21, 2015 as directed by Lee Leavenworth.

Comments were previously provided to Lee Leavenworth on March 12, 2015.

General Review

During the Board Meeting of March 11, 2015 there was some general concern related to the following items.

- Access to District manhole for maintenance
- Access to District sewer line for maintenance/ repair
- Ensure that concrete slab does not experience movement due to frost heave
- Addition of rigid board insulation above District sewer due to reduction in cover
- Impact of planned retaining wall to District infrastructure

On April 16, 2015 responses to comments were provided by SGM as follows:

- Access to District manhole for maintenance – Will be provided through the 12' wide concrete trail corridor.

Olsson comment: This item was discussed with Kelly Gessele and Kelly is able to utilize the trail for maintenance. It is recommended that the agreement between the District and the Town include the ability for the District to utilize the trail for maintenance and for the Town to close the trail during that time period.

- Access to District sewer line for maintenance and repair – Existing line downstream of manhole is sleeved, portion of line upstream from manhole will be sleeved, with split steel casing pipe.

Olsson comment: The split casing is an acceptable alternative. Subsequent submittals should include details for the split casing. The submittal should ensure that the casing is watertight.

- Ensure that concrete slab does not experience movement due to frost heave – There will be a minimum of 3 ft of cover over the base slab to prevent frost heave.

Olsson comment: Subsequent submittals should be signed and sealed by a Colorado Professional Engineer. It is recommended that the agreement between the District and the Town include language to protect the District should settlement occur that results in damage to the District's infrastructure.

- Addition of rigid board insulation above District sewer due to reduction in cover – 2" blueboard will be provided in areas with < 5 ft cover.

Olsson comment: This is acceptable.

- Impact of planned retaining wall(s) to District infrastructure – Existing sewer main is or will be sleeved beneath proposed retaining walls.

Olsson comment: This is acceptable.

This submittal provides the following information related to the District's infrastructure:

1. Depth – The attached profile depicts the existing sewer main, existing and finished grade lines, proposed retaining walls and extent of concrete structures. Generally, the existing sewer main will be sleeved and encased in concrete between the two retaining walls near the north end of the underpass.

Olsson comment: This is acceptable. See comments above.

2. Alignment – The extent of the proposed sleeving is shown. The sleeve is shown to extend 10 ft beyond the eastern retaining wall, to enable the BSD future maintenance access without cost or impact to the retaining wall(s). The Bike Shelter is a removable structure, the Town is proposing to include easement language stating it is the responsibility of the Town remove and replace the Bike Shelter and the underlying concrete slab and foundation.

Olsson comment: This is acceptable. See comments above. Subsequent submittals should depict and label the District's easement.

3. Manholes - The manhole is shown in the profile. We need to include additional detailed information with regard to lowering that manhole to proposed grade. Manhole access will be through the trail corridor.

Olsson comment: As noted subsequent submittals should include additional detailed information related to the manhole lowering. It is also recommended that the agreement between the District and the Town include language to protect the District in the event of sewage spill as a result in the decrease in height of the manhole.

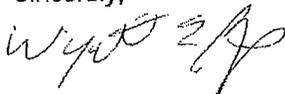
4. Settlement – The manhole, sleeve and the pipe will be encased in concrete. We will ensure that the east end of sleeve is watertight at the concrete and carrier pipe interfaces. The base slab will act as a mat foundation, so differential settlement is not a concern.

Olsson comment: This is acceptable. See comments above.

Additional information is required before any recommendations of approval can be provided. Additional comments or concerns may be provided upon review of the additional information.

Please contact me at 970.263.7800 if you have any questions related to the technical review referral comments.

Sincerely,



Wyatt E. Popp, PE
Senior Project Engineer