

MEMORANDUM OF UNDERSTANDING
between
The City of Grand Junction and Mesa County, Colorado
for the
DESIGN, EASEMENT ACQUISITION AND CONSTRUCTION OF
SOUTH BROADWAY SHOULDER IMPROVEMENT PROJECT

The parties to this Memorandum of Understanding (“AGREEMENT”) are Mesa County, Colorado, a political subdivision of the State of Colorado, acting through the Board of County Commissioners of Mesa County, Colorado (“COUNTY”), and the City of Grand Junction, Colorado, a Colorado Municipality, acting through the City Council of the City of Grand Junction, Colorado (“CITY”).

I. Introduction

Both the City and the County (“the Parties” or “Parties”) have responsibilities for developing and implementing transportation plans and authorizing capital improvements under their respective jurisdictions. The Parties recognize that transportation related improvement decisions by one party effect similar decisions by the other and that cooperative planning and spending can maximize the community’s resources that are available for improvements. The Parties further recognize the need to make improvements to/near South Broadway from Rado Drive to Desert Hills Road (“the Project”). In the Project area some distances of South Broadway are in the County, and some are in the City and is recognized by the Parties that it is in their best interest to work cooperatively in the planning and construction for the Project.

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to accomplish the Project which is generally described as construction of shoulder improvements and a shared use (bicycle and pedestrian) path along South Broadway between Rado Drive and Desert Hills.

This AGREEMENT also establishes the intention of both the CITY and COUNTY to cooperatively fund their respective shares of the design, bidding and construction of the Project.

III. Procedure

The Parties agree that they, or each, as the specific context provides will do the following

- 1) Include projections in their respective 2022 and 2023 Capital Improvement Plans to cover the cost of the Project. The actual construction cost will be split 50/50 between the Parties. The current Engineer’s Opinion of Probable Cost for the Project is approximately

\$800,000.00 dollars. The actual project dollar amount will be determined after the Project bid opening.

- 2) Carry over any unexpended Project funds from year to year until the Project is constructed, which is anticipated to be 2023.
- 3) Fully participate in completion of final design, right of way acquisition and construction of the Project. The Project Scope of Work (SOW) will include culvert extensions on Redlands Water and Power Second Lift Canal, widening of South Broadway for bike lanes, construction of shared-use path across the canal and construction of shared use path from Tiara Rado Court to the southern end of Rado Drive. All work will be designed and constructed to City/CDOT standards.
- 4) The COUNTY will manage the project from design through bidding and construction. The Project Management Team will consist of the respective Public Works Director for both the CITY and COUNTY. The COUNTY will provide a Project Engineer and Inspector(s). Both the City and County will perform their respective public relations coordinated through the Project Engineer.
- 5) The COUNTY has contracted with a Consulting Engineer for design services. Design services include design, any permitting required for the Project, coordination with various utilities as well as outreach and coordination with affected interests. The Consultant will prepare all legal descriptions for right-of-way needed for the Project.
- 6) Each party will acquire the right-of-way within its respective jurisdiction at its expense and will not be considered shared Project costs.
- 7) The COUNTY shall contract with a civil contractor to construct the project.
- 8) To minimize the effect of receiving revenue limitations under TABOR, the contract(s) will be written so that payments may be made directly to the contractor(s) by either the CITY or the COUNTY in the amounts determined by mutual agreement of the Parties. Following receipt of such a contract, the Parties will make payments directly to the contractor(s).
- 9) The CITY and the COUNTY may not necessarily pay exactly equal shares of every individual portion of the Project; however, both Parties agree that the total share of the Project actual cost will be divided equally. Should either Parties receive a grant for this Project, the grant money will be applied to the project as a whole, thereby reducing each Parties shares equally. The Parties further agree that the total funding

expected of either party will not exceed the amount shown in paragraph III(1) except by mutual, written modification of this AGREEMENT.

IV. Administration

- 1) Nothing in this AGREEMENT will be construed as limiting or affecting any authority or legal responsibility of the COUNTY and/or the CITY, or as binding either Party to perform beyond the respective authority of each, or as requiring either Party to assume or expend any sum in the excess of appropriations available.
- 2) This AGREEMENT shall become effective when signed by the Parties hereto. The Parties may amend the AGREEMENT by mutual written attachment as the need arises. Any party may terminate this AGREEMENT after 30 days' notice in writing to the other with the intention to do so and fulfillment of all outstanding obligations of this agreement.
- 3) The COUNTY will advertise, receive bids, and award the bid based on County Purchasing Policy's and recommendation of the Project Management Team. The COUNTY shall include all the terms and conditions regarding bonding, insurance and indemnification provisions as part of the COUNTY'S contract so that the Project is protected.


In Witness whereof, the parties herein have cause this document to be executed as of the date of the last signature shown below.

MESA COUNTY

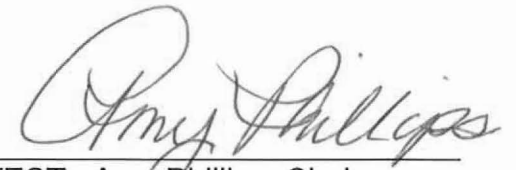

_____, Chair
Mesa County Board of Commissioners


ATTEST: Mesa County Clerk
Date: September 27, 2022

CITY OF GRAND JUNCTION



Anna Stout, Mayor
Grand Junction City Council


ATTEST: Amy Phillips, Clerk
Date: Sept. 8, 2022

