

CDT05RIV

TYPE OF RECORD: ACTIVE NON-PERMANENT

CATEGORY OF RECORD: **CONTRACT (AGREEMENT)**

NAME OF CONTRACTOR: COLORADO DEPARTMENT OF TRANSPORTATION

SUBJECT/PROJECT: ACCESS MANAGEMENT PLAN CONTRACT  
C M555-017 (13870)

LOCATION: RIVERSIDE PARKWAY AND US 50 INTERCHANGE  
IGA SCOPE OF SERVICES

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2005

EXPIRATION DATE: 12/31/09

DESTRUCTION DATE: 1/16

**INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** made this 31<sup>st</sup> day of October 2005, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and CITY OF GRAND JUNCTION, 250 North 5<sup>th</sup> Street, Grand Junction, Colorado, 81501, FEIN: 846000592, hereinafter referred to as the "City" or the "Local Agency."

**RECITALS**

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Appropriation Code 010, Organization Number 9991, Program 2000, Function 3020 Object 2312 1N Phase D, Reporting Category 3410, Contract Encumbrance Number 15062, (Contract Encumbrance Amount: \$0.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. Pursuant to 43-2-144 C.R.S., as amended, 43-3-101 C.R.S., as amended, 43-2-147 C.R.S., as amended, 29-1-203 C.R.S., as amended, and State Highway Access Code, 2 CCR 601-1, as amended, the State may contract with Local Agencies to provide for the design, construction, and maintenance of highways that are part of the state highway system or that are part of the Local Agency's road system.
5. Local Agency anticipates a project for construction of a new interchange at US Highway 50 and Riverside Parkway. The Local Agency and/or the State has completed and submitted a Scope of Work (Exhibit A), attached hereto and incorporated herein by this reference, describing the general nature of the Work.
6. Pursuant to the terms of CDOT's Policy Directive #1601.0, hereafter referred to as the "Policy Directive," a Local Agency may apply for permission to, and may be permitted to enter into, an Intergovernmental Agreement, hereinafter referred to as an "IGA," with CDOT to delineate ownership of, and to design, construct, and maintain a new interchange on a major state highway, entirely, or principally without cost to CDOT.
7. The Local Agency has taken steps under the Policy Directive to secure this IGA regarding the new Interchange at US Highway 50 and Riverside Parkway in Mesa County, Colorado.
8. For the purposes of this IGA, the "Riverside Parkway Interchange" (hereinafter, the "Interchange") shall be an "interchange," as defined in the State of Colorado's State Highway Access Code, Volume 2, CCR 601-1.5(45), i.e., "a facility that grade separates intersecting roadways and provides directional

ramps for access movements between the roadways. The structures and the ramps are considered part of the interchange, and shall include all of the proposed improvements located within the CDOT ROW, including the existing and proposed ROW” as shown on the map included as part of Exhibit A.

9. Pursuant to the Policy Directive, the Parties have made the Interchange part of both the Transportation Planning Region’s approved constrained Regional Transportation Plan and the approved Statewide Transportation Plan (STIP # GJ 6159).

10. The State will provide design and construction review services for the Interchange project at its own cost and expense.

11. The Local Agency has funds available and desires to provide 100% of the funding for its own design and construction costs of the work.

12. The Local Agency has estimated the total cost of the work and is prepared to provide the funding required for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this Intergovernmental Agreement and to expend its funds for the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as Exhibit B, which is attached hereto and incorporated herein by this reference.

13. By its Resolution, Number TC-1315, the Transportation Commission of Colorado, hereinafter referred to as the “Commission,” accepted, as meeting the standards set forth in the Policy Directive, the Local Agency’s Interchange System and Project Level Feasibility Study and the Local Agency’s Interchange Management Plan regarding the Interchange.

14. Pursuant to the Policy Directive, the Local Agency: 1) has completed the appropriate Environmental studies to document environmental, social, and economic effects of the Interchange and its relation to the existing public highway system; 2) has prepared and submitted to CDOT, for its review and comment, drafts of the necessary, relevant environmental documents; and, 3) has prepared and submitted to CDOT , for their respective approvals, final versions of the necessary, relevant environmental documents.

15. For the purposes of this IGA, “Local Agency Project” shall be defined as the proposed improvements, as illustrated on the map included in Exhibit A.

16. For the purposes of this IGA, the words, “Ramp,” or “Ramps” refer to the US Highway 50/Riverside Parkway Interchange, the endpoints of the Ramp, or Ramps, are as illustrated on the map included in Exhibit A.

17. The Local Agency has determined that it will be able to meet the Maintenance Activities of the Work, which continues into the indefinite future.

18. This Intergovernmental Agreement is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and Exhibit B.

19. The parties hereto desire to agree upon the division of responsibilities with regard to the project as outlined in Exhibit A.

**THE PARTIES NOW AGREE THAT:**

**Section 1. Scope of Work**

The Project or the Work under this Intergovernmental Agreement shall consist of design and construction by the Local Agency and design and construction review services by CDOT for the modification of the Riverside Parkway Interchange, in Grand Junction, Colorado, as more specifically described in Exhibit A, which is attached hereto and made a part hereof.

**Section 2. Order of Precedence**

In the event of conflicts or inconsistencies between this Intergovernmental Agreement and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. This Intergovernmental Agreement
2. Exhibit A (Scope of Work)
3. Exhibit D (CDOT Policy Directive #1601.0)
4. Exhibit E (Maintenance Responsibilities)
5. Exhibit C (Contract Modification Tools)
6. Other Exhibits in descending order of their attachment.

**Section 3. Term**

This Intergovernmental Agreement shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. The term of this Intergovernmental Agreement shall continue through the completion and final acceptance of the Project by the State and the Local Agency.

**Section 4. Project Funding Provisions**

A. Each party shall pay for its respective project costs at its own expense. The financial obligations of each party are subject to annual appropriation of funds.

B. The parties hereto agree that this intergovernmental agreement is contingent upon all funds designated for the Project being made available, appropriated and lawfully expended. Should these sources fail to provide necessary funds as agreed upon herein, the intergovernmental agreement may be terminated, by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

**Section 5. State and Local Agency Commitments**

- A. The Local Agency shall be responsible to perform all:
1. pre-construction activities, except those that CDOT has agreed to perform;
  2. construction activities and,
  3. maintenance activities as described below.

B. CDOT shall provide design and construction review and oversight services including oversight of the environmental assessment of the Interchange and shall perform the maintenance activities described below.

C. In performing each of the tasks comprising the Work, each of the Parties agrees to comply with:

1. applicable requirements and standards in applicable laws, regulations, policies, procedures, and guidelines.
2. applicable terms and conditions of this IGA, including those process and task requirements and standards addressed below and with the provisions of CDOT Policy Directive #1601.0, attached hereto and made a part hereof as Exhibit D.

D. The Local Agency shall ensure the Work complies with:

1. all applicable, current requirements of Federal and State law and regulations and
2. all applicable CDOT Manuals and Standards (including, e.g., the State's Roadway and Bridge Design Manuals and the 2005 Standard Specifications for Road and Bridge Construction); and
3. the applicable requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual are reasonably satisfied.

E. The State may perform a final project inspection of the work within the CDOT right of way prior to acceptance of the Work. When all Work has been completed in accordance with the plans and specifications and applicable legal and regulatory standards, as certified through City's oversight and inspections, CDOT will accept the Work.

### **Section 6. ROW Acquisition and Jurisdictional Swap**

A. If any additional right of way is needed for the State Highway System, acquisition/relocation activities must comply with all federal and state statutes, regulations, CDOT policies and procedures, 49 CFR Part 24, the government wide Uniform Act regulation, the FHWA Project Development Guide and CDOT's Right of Way Operations Manual.

CDOT will certify in writing that all right of way has been acquired in accordance with the applicable State and federal regulations, or that no additional right of way is required.

Allocation of Responsibilities can be as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way- 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No Federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of

Way Operation Manual. The manual is located at <http://www.dot.state.co.us/DevelopProjects/DesignSupport>.

B. For purposes of this agreement the property interests associated with the Interchange include but are not limited to ownership of the following:

1. Right of way and access control;
2. Ramps associated with the Interchange
3. Physical features and related facilities of the Interchange, including, e.g., the Interchange Structure and the Interchange Structure's associated lighting, culverts, etc.;
4. Other Interchange-related facilities, as money is appropriated and expended for the same, e.g., bike paths, traffic lights, pedestrian facilities, park-and-ride facilities, etc.

C. In accordance with the agreed upon jurisdictional swap, CDOT will agree to abandon Highway 6 (North Avenue in its entirety) and will agree to abandon its right, title and interest in the same to the City as allowed by applicable law. Furthermore, CDOT and the City will reasonably cooperate by signing any and all required documents evidencing transfer of Highway 6 to the City.

D. The principles of the jurisdictional swap are:

1. CDOT will act to take Highway 6 (North Avenue in its entirety), off the State Highway System. The City will simultaneously take the necessary legal steps to incorporate Highway 6 (North Avenue in its entirety) into the City's street system. Once CDOT and the City complete that process Highway 6 (North Avenue in its entirety) will be and become a City Street;
2. Contingent on Section 6, D, 1 above, the Interchange (3 structures - US 50 overpass and two railroad overpass structures) will be conveyed by the City to CDOT when constructed. Once the City completes the construction and the construction is accepted the Interchange will be and become a part of the State Highway System.
3. CDOT will own the ramp(s) including any portion thereof that is within the CDOT right of way.
4. The City will widen and reconstruct as required, above the ordinary high water mark of the Colorado River, the existing eastbound US 50 Bridge over the Colorado River. The City will extend the acceleration lane across the River as part of the Work.
5. CDOT will pay the necessary and incidental costs that it incurs for administration, design review, inspection and oversight of the Work.

#### **Section 7. Utilities**

The Local Agency will be responsible for obtaining the proper clearance or approval from any utility company which may become involved in this Project. Prior to this Project being advertised for bids, the Local Agency will certify in writing to the State that all such clearances have been obtained.

#### **Section 8. Railroads**

A. The City acknowledges that review and/or approval by the Public Utilities Commission of the proposed improvements may be required. The City agrees that it shall not proceed with that part of

the Work over which the PUC has jurisdiction without PUC approval.

B. The City has negotiated with the railroad and by the time of completion of construction the City will have a written agreement concerning:

1. what Work is to be accomplished and the location(s) thereof.
2. the railroad's estimate of the cost of the Work it will perform, if any.
3. future maintenance responsibilities for the proposed installation.
4. future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing(s).
5. future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

C. CDOT will not be responsible for any future modifications or reconstruction of the two (2) railroad overpass bridges that might be required by the Union Pacific Railroad's future operations. The City shall make no agreement with the railroad to the contrary.

#### **Section 9. Environmental Obligations**

A. The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

#### **Section 10. Maintenance Obligations**

A. CDOT, at its own cost and expense shall maintain, operate and make ample provision for the maintenance, during their useful life, of the ramps on to and off of the Interchange within CDOT right-of-way, the US Highway 50 mainline overpass structure, the US Highway 50 Colorado River Bridge Crossings, roadway shoulders and median barriers and the two railroad overpass structures. CDOT shall repair and maintain the same at its own cost and expense during their useful life. At the end of their useful life CDOT shall replace the same at its own cost and expense.

B. Such maintenance and operations shall be in accordance with all applicable statutes, ordinances, regulations and contracts which define the State's obligations to maintain such improvements. The City may make periodic inspections of the Project to verify that the improvements are being adequately maintained. CDOT will maintain the Interchange, including the ramps within the CDOT right of way from asphalt line to asphalt line, which will include patching, paving, striping and guardrail repair.

C. The City, at its own cost and expense shall maintain, operate and make ample provision for the maintenance, during its useful life, of Highway 6 (North Avenue in its entirety). The City shall repair and maintain the same at its own cost and expense during its useful life. At the end of its useful life the City shall replace the same at its own cost and expense.

D. Such maintenance and operations shall be in accordance with all applicable statutes, ordinances, regulations and contracts which define the City's obligations to maintain such

improvements. CDOT may make periodic inspections to verify that such improvements are being adequately maintained. The City will maintain the Highway within the right of way as the same is abandoned and is annexed to the City.

E. Furthermore, the Local Agency shall be responsible for maintenance of landscaped features within the Interchange, as indicated in Exhibit E, which is attached hereto and incorporated herein by this reference. The City's maintenance responsibilities shall include, but not be limited to irrigation, replacement of dead or diseased sod or other plants, mowing both native and irrigated grasses and weed control, pruning, spraying of insecticides and herbicides and periodic trash removal. The Local Agency shall provide all personnel, equipment and other services necessary to satisfactorily perform maintenance as reasonably required by this agreement, at no cost to the State.

F. The Local Agency shall provide water for irrigation purposes within the Interchange for the landscaped features under this agreement, at no cost to the State.

G. The Local Agency shall provide standard maintenance, including, but not limited to repairs, replacement, painting and graffiti removal, if necessary, to decorative landscape walls, features and City signs, at no cost to the State.

H. The Local Agency shall, at its own expense, provide sidewalk/bike path sweeping as needed. The State shall have no responsibilities for any sweeping or snow removal for sidewalks/bike paths. The Local Agency shall, at its own expense, repair any damage to sidewalks/bike paths, adjacent structures such as retaining walls or landscaped features resulting from its maintenance activities, including damage resulting from broken or damaged irrigation systems. Repairs shall be accomplished as soon as practicable following the damage.

I. The State shall notify the Local Agency in writing of any failure to perform maintenance that is alleged to constitute a dangerous condition. Upon receipt of written notice of any asserted dangerous condition, the City may take action as soon as possible, but no later than 30 working days after such notice, to correct the condition or it may notify the State no later than 30 working days after its such notice, that it declines to take action. A declination to act must include a written statement why the City believes that the condition does not constitute a dangerous condition warranting repair. In the event the Local Agency, for any reason, does not correct the alleged dangerous condition or does not demonstrate that action satisfactory to cure such default has been commenced and will be completed in a timely manner or does not otherwise demonstrate that no dangerous condition exists, the State reserves the right to reasonably correct the condition, to the point that the dangerous or hazardous condition is eliminated and to bill the Local Agency for such work.

J. The Local Agency shall be permitted to enter upon the Interchange for the purpose of performing maintenance. The Local Agency shall use reasonable efforts to restrict access to the Interchange to only those persons and equipment necessary to perform the work described in this agreement.

K. The Local Agency and its agents, employees and assigns shall not use the mainline roadway of US Highway 50 as a means of ingress or egress to and from the Interchange with respect to



any landscape maintenance task to be performed by the Local Agency pursuant to the terms of this agreement. In lieu thereof, the Local Agency, its agents, employees and assigns shall access the US Highway 50 ROW from the Interchange Ramps.

L. The Local Agency acknowledges and agrees that the State may, in the future, expand the US Highway 50 corridor and in the event of such expansion, the landscaped features and other improvements being maintained by the Local Agency may be modified by the State, at the State's sole expense. In the event of such modification, addition to or demolition of the US Highway 50 corridor by the State, the State shall provide to the Local Agencies, at least 180 days prior to the commencement of any such activities, written notice which shall include specific descriptions of the impact of such activities upon the landscaped features. The State and Local Agency agree to fully cooperate with one another and to take all steps reasonably necessary to coordinate the activities to be performed by the State so as to minimize the impact upon and damage to the landscaped features and other improvements installed in the Interchange and to maximize the salvage and preservation of the landscaping and other improvements to the Interchange during such work to be performed by the State. At the Local Agency's option, the Local Agencies may remove any materials, artwork or growing stock located in such landscaped areas, provided that such removal occurs during the 180-day notice period.

M. As part of any future State work that impacts the Interchange landscaping, the State shall protect all Landscape beyond the work limits and shall restore all disturbed landscape between the work limits and the new edge of pavement to its condition immediately proceeding the State's work. The State shall also replace in kind, any landscaping damaged beyond the work limits. If the State does not restore or replace in kind all disturbed landscaping within 30 days of the completion of the State's work, or other mutually accepted date, the Local Agency reserves the right to restore the landscaping and to bill the State for such work.

### **Section 11. Record Keeping**

A. The parties shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this Intergovernmental Agreement. The parties shall maintain such records for a period of six (6) years after the date of termination of this Intergovernmental Agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The parties shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of either party and FHWA to inspect the project and to inspect, review and audit the project records.

### **Section 12. Termination Provisions**

This Intergovernmental Agreement may be terminated as follows:

A. Termination for Convenience. The State may terminate this Intergovernmental Agreement at any time the State determines that the purposes of the distribution of moneys under the Intergovernmental Agreement would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this Intergovernmental Agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this Intergovernmental Agreement, the State shall thereupon have the right to terminate this Intergovernmental Agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this Intergovernmental Agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this Intergovernmental Agreement.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Intergovernmental Agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Intergovernmental Agreement had been terminated for convenience, as described herein.

### **Section 13. Legal Authority**

A. The Local Agency warrants that it possesses the legal authority to enter into this Intergovernmental Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Intergovernmental Agreement and to bind the Local Agency to its terms. The person(s) executing this Intergovernmental Agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this Intergovernmental Agreement.

### **Section 14. Representatives and Notice**

A. The State will provide liaison with the Local Agency through the State's Region Director, Region 3, 222 6<sup>th</sup> Street, Room 317, Grand Junction, Colorado 81501, (970) 248-7225. Said Region Director will also be responsible for coordinating the State's activities under this Intergovernmental Agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 3 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State:  
Ed Fink

If to the Local Agency:  
City of Grand Junction

Region Transportation Director  
CDOT Region 3  
222 South 6<sup>th</sup> Street  
Grand Junction, CO 81501  
(970) 248-7225

Jim Shanks  
Project Manager  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(970) 244-1543

### **Section 15. Successors**

A. Except as herein otherwise provided, this Intergovernmental Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

### **Section 16. Third Party Beneficiaries**

A. It is expressly understood and agreed that the enforcement of the terms and conditions of this Intergovernmental Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this Intergovernmental Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this Intergovernmental Agreement shall be deemed an incidental beneficiary only.

### **Section 17. Governmental Immunity**

A. Notwithstanding any other provision of this Intergovernmental Agreement to the contrary, no term or condition of this Intergovernmental Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

### **Section 18. Severability**

A. To the extent that this Intergovernmental Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Intergovernmental Agreement, the terms of this Intergovernmental Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

### **Section 19. Waiver**

A. The waiver of any breach of a term, provision, or requirement of this Intergovernmental Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

### **Section 20. Entire Understanding**

A. This Intergovernmental Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

#### **Section 21. Survival of Intergovernmental Agreement Terms**

A. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Intergovernmental Agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the Intergovernmental Agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

#### **Section 22. Modification and Amendment**

A. This Intergovernmental Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Intergovernmental Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Intergovernmental Agreement shall be effective unless agreed to in writing by both parties in an amendment to this Intergovernmental Agreement that is properly executed and approved in accordance with applicable law.

#### **Section 23. Funding Letters**

A. The State may allocate more or less funds available on this Intergovernmental Agreement using a Funding Letter substantially equivalent to Exhibit C and bearing the approval of the State Controller or his designee. The funding letter shall not be deemed valid until it shall have been approved by the State Controller or his designee.

#### **Section 24. Disputes**

A. Except as otherwise provided in this Intergovernmental Agreement, any dispute concerning a question of fact arising under this Intergovernmental Agreement which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the Intergovernmental Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Intergovernmental Agreement, however, shall be construed as making final the decision of any

administrative official, representative, or board on a question of law.

**THE PARTIES HERETO HAVE EXECUTED THIS INTERGOVERNMENTAL AGREEMENT**

CONTRACTOR:

STATE OF COLORADO:  
BILL OWENS  
GOVERNOR

**CITY OF GRAND JUNCTION, COLORADO**

Legal Name of Contracting Entity

By *Craig Swann*  
For Executive Director  
Department of Transportation

**846000592**

Social Security Number or FEIN

*[Signature]*  
Signature of Authorized Officer

*Kelly Arnold, City Manager*  
Print Name & Title of Authorized Officer



**CORPORATIONS:**

(A corporate seal or attestation is required.)

Attest (Seal) By *Stephanie Pun*  
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

Effective: August 1, 2004

**Riverside Parkway and US 50 Interchange  
IGA Scope of Services**

**Scope of Work:** The work shall consist of design and construction by the City of Grand Junction and design and construction review services by CDOT for the Riverside Parkway/US 50 Interchange, in Grand Junction, Colorado.

**DESIGN**

**The City of Grand Junction shall:**

- 1) Develop and provide for CDOT review, plans and specifications for work within and on CDOT right-of-way utilizing current applicable State and Federal design guidelines and manuals, including CDOT's 2005 Standard Specifications for Road and Bridge Construction.
- 2) Coordinate and conduct meetings with CDOT for review of construction plans and specifications.
- 3) Coordinate with all affected utility owners and railroads to identify existing facilities, determine where conflicts exist, and negotiate relocation requirements.
- 4) Provide a Professional Engineer (PE) registered in Colorado who will be in responsible charge of the work and stamp the project construction plans.
- 5) Advertise project to perspective bidders and award contract.

**CDOT shall:**

- 1) Attend and participate in scheduled design meetings as reasonably required by CDOT or the City on an as-needed basis.
- 2) Review submittals, plans and specifications for work within CDOT right-of-way and participate in design and construction coordination with the City. CDOT review may include but not be limited to: roadway geometry within CDOT right of way, traffic signal equipment to be installed on CDOT facilities (controllers, mast arms, signs, etc.) and structural design and detail elements of bridges. CDOT may require as part of its review any and all Federal or CDOT bridge specifications and/or construction inspection and testing procedures.
- 3) Review submittals, plans and specifications within a maximum 10 days from receipt.
- 4) Upon CDOT's approval of the plans, specifications and required project documentation for work within CDOT's right of way, CDOT will issue a Notice to Proceed for Advertisement.

## CONSTRUCTION

### **The City of Grand Junction shall:**

- Issue Notice to Proceed to the contractor.
- Conduct Preconstruction Conference and invite CDOT to the conference.
- Provide a Professional Engineer registered in Colorado who will be in responsible charge of the construction supervision.
- The City shall make provisions to allow CDOT full and unimpeded access and cooperation to inspect any and all elements of work within CDOT right-of-way.
- Complete all Quality Control and Quality Assurance testing for all Materials incorporated into all work elements constructed within CDOT right-of-way.
- Complete all Owner Verification Tests for all Materials incorporated into all work elements constructed within CDOT right-of-way.
- Complete all Independent Assurance Tests for all materials testing processes of Materials tested for work elements completed within CDOT right-of-way.
- Complete additional Materials tests on work elements constructed within CDOT right-of-way as requested by CDOT.
- Complete and document all inspections/audits of construction within CDOT right-of-way.
- Provide CDOT 'Final As-Built' plans for all work elements constructed within CDOT right-of-way stamped by a Licensed Professional Engineer registered in the State of Colorado.
- Verify and certify all Construction elements and materials are completed in compliance with Plans and Standards by requiring the "Designer of Record" to perform on-site field inspections of work designed under their supervision and Professional Engineer License.
- Provide documentation of Materials Testing Results to CDOT weekly for all work elements completed within CDOT right-of-way.
- Provide for review to CDOT all remedial or corrective actions taken in response to all Non Compliance elements of work completed within CDOT right-of-way.
- Ensure and Verify all work and field conditions within CDOT right-of-way are designed, constructed and maintained in accordance with required Environmental Compliance Regulations and Best Management Practices.

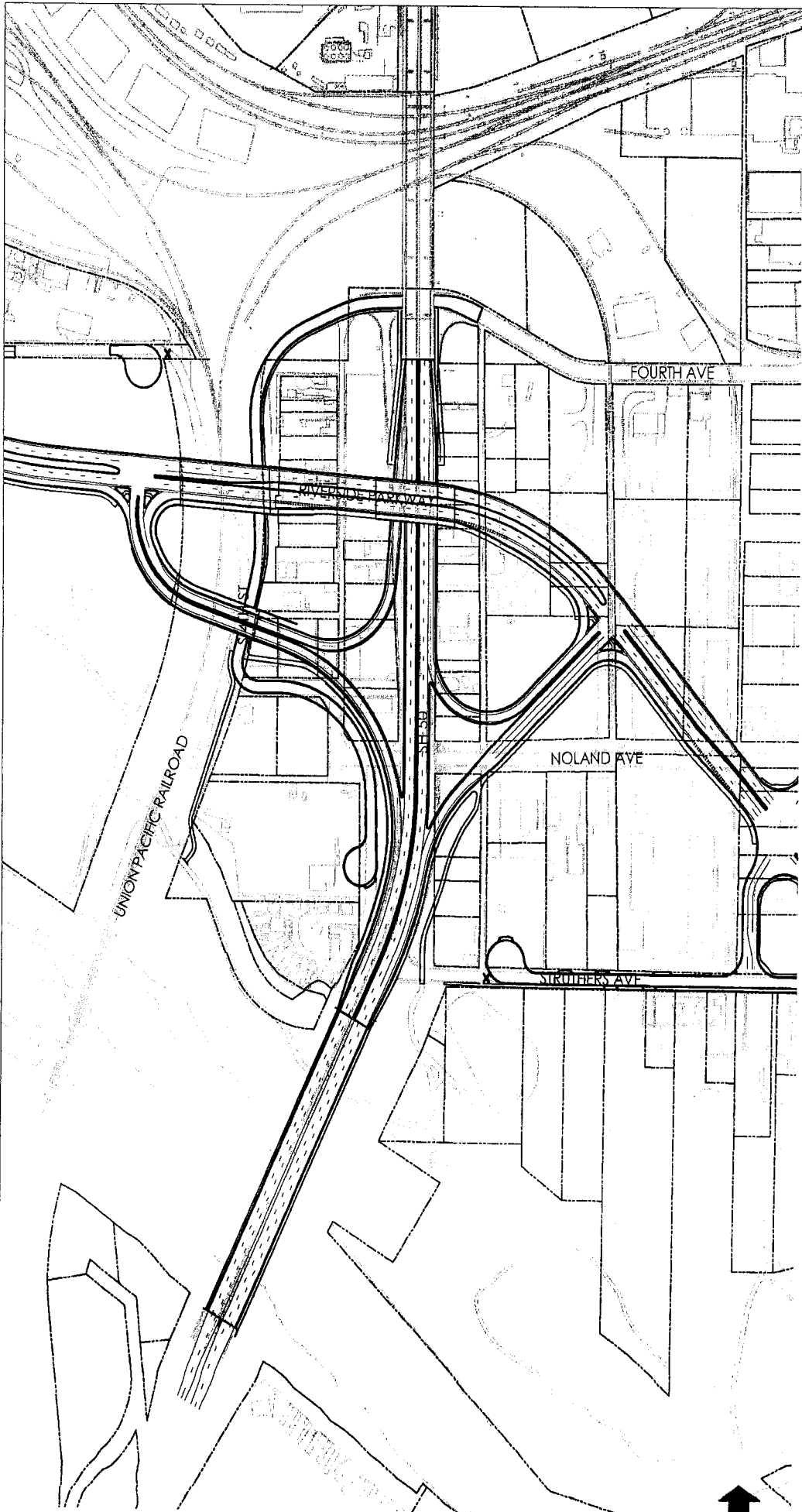
### **CDOT shall:**

- Attend and participate in construction coordination meetings as needed/requested.
- Review all submittals for CDOT specified Traffic Signal Equipment.
- Review all submittals for CDOT specified Bridge Structural requirements.
- Perform project construction site inspections to monitor work and compliance.
- Perform inspections of documents prepared by the City to verify compliance.
- Perform inspections and review documents for bridge girder erection to help the City enforce the Contractor's compliance with requirements of the specifications, particularly Section 509 and Section 618 of the 2005 CDOT Standard Specifications for Road and Bridge Construction.



- Review working day / hour restrictions on our CDOT systems.
- Review lane closure restrictions on CDOT systems or minimal level of service to be maintained at all times during the work.
- Pay its cost(s) in an amount estimated to be \$161,663.04. The City shall not be liable for any amount in excess of the estimate nor shall it claim right to payment for any cost(s) that are saved or avoided.

FOR BOTH THE DESIGN AND COSTRUCTION ELEMENTS OF THE WORK CDOT AND THE CITY SHALL ESTABLISH, AND FOR THE TERM OF THE PROJECT SHALL OPERATE, A SINGLE POINT OF CONTACT ACCESSIBLE VIA TELEPHONE AND/OR EMAIL DURING WORKING HOURS OF THE PROJECT.



Sand... ..

RESOLUTION NO. 159-05

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) REGARDING US-50/RIVERSIDE PARKWAY INTERCHANGE**

RECITALS:

On December 16, 2004 The Colorado Transportation Commission accepted the System level and Project level feasibility studies for the interchange. On January 19, 2005 The Finding of No Significant Impact which is the decision document for the Environmental Assessment was signed by CDOT. The 1601 process requires the applicant to enter into an Intergovernmental Agreement for the construction and maintenance of the facility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, that:

- a. The agreement attached hereto outlines construction and maintenance responsibilities is authorized and approved.
- b. Approval of the agreement authorizes the expenditure(s) as provided by the agreement and for the purposes of the agreement.

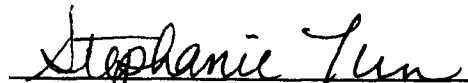
PASSED AND ADOPTED this 5<sup>th</sup> day of October, 2005

CITY OF GRAND JUNCTION, COLORADO



\_\_\_\_\_  
President of the Council

ATTEST:

  
\_\_\_\_\_  
City Clerk

**Exhibit C**

COLORADO DEPARTMENT OF TRANSPORTATION <b>FUNDING INCREASE/DECREASE AND APPROVAL LETTER</b> Region:				<b>CONTRACT AUTHORITY:</b> State Controller Policy letter on June 12, 1996 Complete section 1 and submit to CDOT Controller's office.				CDOT Controller letter on May 23, 1996			
(1) This form to be used for the following contracts/situations only (check the appropriate situation): <input type="checkbox"/> indefinite quantity, order more/add more <input type="checkbox"/> utility/railroad, underestimated total cost <input type="checkbox"/> CDOT construction, sum of CMO's <input type="checkbox"/> LA construction, underestimated cost <input type="checkbox"/> CDOT construction, underestimated total cost <input type="checkbox"/> CDOT consultant, underestimated cost											
<b>SECTION 1 (Region use)</b>											
Date: (2)							Project code (3)				
To: CDOT Controller (FAX #(303) 757-9573 or e-mail CONTROLLER)							Project # (4)				
From: Region # (5)		Office: (5)				Phone # (5)		FAX # (5)			
CDOT has executed a contract with: (6)											
Address: (6)											
FEIN # (6)				Contract routing # (7)			COFRS encumbrance # (indicate PO, SC or PG #) (8)				
Fund (9)	Orgn. (9)	Appro. (9)	Pgrgm. (9)	Func. (9)	Object/Sub-obj N/P (9)	GBL (9)	Reporting Catg. (9)	Proj/Sub/Phase (9)			
Original contract amount \$ (10)				Has a Budget Request been processed to cover the contract amount increase? <input type="checkbox"/> yes <input type="checkbox"/> no (14)							
Previous Funding Letter(s) total \$ (11) <small>(Funding letter #1 thru #__)</small>				Preparer's name (15)  PHONE NO:							
This Funding Letter total \$ (12) <small>(#__)</small>				Contract Administrator's/Business Manager's Approval (16)  PHONE NO:							
Adjusted contract amount \$ (13)				CDOT Designee Approval (17)							
				Local Agency approval (18)							
<b>SECTION 2 (Controller's Office use) (19)</b>											
Total allotment amount \$ (19)				Commission budget \$ (19)							
If construction: <input type="checkbox"/> CE pool elig. (19)		CE charges \$ (19)		Indirect chgs \$ (19)		Adjusted contract amount plus total CE & indirect charges calculation \$ (19)					
I have reviewed the financial status of the project, organization, grant and have determined that sufficient funds are available to cover this increase, effective as of _____ (19)											
State Controller or Delegee (20)							Date (20)				

## CDOT Policy Directive #1601.0

This Exhibit D is a summary of the provisions of CDOT Policy Directive #1601.0

### 1. Flexibility in 1601 Approval Process

All new interchanges on interstate and freeways must go through the 1601 approval process. Other interchanges, interchange modifications and intersection upgrades to interchanges go through the 1601 process at the discretion of the CDOT Chief Engineer based on adopted criteria.

### 2. Cost Sharing

Unless the Transportation Commission decides otherwise, the applicant:

- Bears all costs of design and construction of new facilities and ancillary improvements, such as noise walls and bike paths.
- Bears all costs of operating, maintaining and reconstructing non state highway system facilities and ancillary improvements
- CDOT is responsible for costs of operating, maintaining and reconstructing facilities on the state highway

### 3. Ownership and Maintenance

Applicant owns facilities and structures unless on the state highway system. CDOT owns all structures on the state highway system

### 4. Connection to Local Network

Interchange connections must be to “regional significant roadways”, which are defined differently on whether they are rural or urban. Access to local land uses must be from the local road network to the extent feasible and reasonable.

### 5. Sequence and Timing

Transportation Commission approval of interchange access occurs prior to inclusion of new interchanges in the regional transportation plan. The current project level analysis/approval step is combined with the NEPA/environmental analysis and approved by the Chief Engineer, and FHWA, as appropriate.

### 6. Revisions to Study Requirements

The System Level Feasibility Study, Project Level Feasibility Study, and NEPA requirements have been revised to:

- Ensure sufficient information for the Transportation Commission to make an informed decision, without unnecessary expenditure of funds by the applicant.
- Coordinate project design, access code and NEPA analysis to minimize regulatory and procedural duplication.
- Provide flexibility to ensure a level of analysis appropriate to the proposed interchange or interchange modification.

## **EXHIBIT E**

### **Riverside Parkway/US 50 Interchange Maintenance Responsibilities**

#### **City of Grand Junction**

##### **Hardscape Maintenance**

- Lighting
- Signs
- Signals
- Striping
- Roadway surface
  - Patching and paving
  - Snow and ice removal
  - Sanding
  - Sweeping
- Guardrail/Bridgerail

##### **Landscape Maintenance**

- Irrigation system (including damage to structural or hardscape elements resulting from broken or damaged Irrigation systems)
- Cost for water usage
- Replacement of dead or diseased sod, or other plants
- Mowing of both native and irrigated grasses
- Pruning
- Spraying of insecticides and fungicides
- Trash removal
- Landscape Retaining walls
  - Repairs, replacement, painting and graffiti removal
- Sidewalks/bike paths
  - Sweeping
  - Snow and ice removal
  - Repair and replacement
- Return to native grasses if Local fails to maintain

**Colorado Department of Transportation**

**Hardscape Maintenance**

Bridge structure and deck

Maintenance

Repair

Replacement

Bridge inspection (coordinate with CDOT Staff Bridge Dept.)

**Landscape Maintenance**

None