

**RESOLUTION NO.77-02
MCM 2002-120(a)**

MCM #2002-120(a)
GJCC #77-02

A JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION CONCERNING THE SIGNING OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN CDOT AND THE GRAND JUNCTION/MESA COUNTY METROPOLITAN PLANNING ORGANIZATION REGARDING THE FY2003 CONSOLIDATED PLANNING GRANT (CPG).

WHEREAS, The City and County have been designated by the Governor as the Metropolitan Planning Organization for the Grand Junction/Mesa County Urbanized Area; and

WHEREAS, Part 2 of Article 1 of Title 29, Colorado Revised Statutes authorizes the parties to contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, The City and County realize the importance of both short and long range Planning in the development of an efficient transportation system, and are both aware that it is the responsibility of the Metropolitan Planning Organization to perform those planning functions; and

WHEREAS, The City and County, in their performance of those planning functions for the Urbanized Area, wish to use Federal Highway Administration and Federal Transit Administration transportation planning funds in coordination with the Colorado Department of Transportation;

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA, COLORADO AND THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the Intergovernmental Agreement hereunto attached, was approved for signature by the Board of County Commissioners of the County of Mesa, Colorado on August 26 2002 and by the City Council of the City of Grand Junction, Colorado on August 21, 2002.

CITY OF GRAND JUNCTION

COUNTY OF MESA

/s/ Cindy Enos-Martinez
Mayor
Grand Junction City Council

/s/ Kathy Hall
Chair of the Board
Mesa County Board of Commissioners

21st day of August, 2002
Attest:

26th day of August, 2002
Attest:

/s/ Stephanie Tuin
City Clerk

/s/ Monika Todd
County Clerk

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT, made this 1st day of October, 2002, by and between the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "Department", and the GRAND JUNCTION/MESA COUNTY, PO BOX 20000-5018, GRAND JUNCTION, CO 81502-5018, hereinafter referred to as the "Planning Agency," created under powers set forth in Article XIV, Section 18 (2) of the Colorado Constitution and Part 2 of Article 1 of Title 29, CRS, as amended.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available funds from federal fiscal year 2003 for payment in **Fund 400, Organization 9891, Appropriation Code 417, Program 5000, Function 1510, Object 5180 1N, GBL ZD 92, Reporting Category 0510, FIEN #846000783** for a total of **\$134,506**. The maximum amount payable by the Department shall not exceed **\$110,295**, which is 82% of the total available funds. The local match will be **\$24,211**, which is 18% of the total available funds. The Catalog Federal Domestic Assistance number (CFDA), which relates to contract audit procedures is 20.205.

WHEREAS, Section 104 (f) Title 23 USC and Section 5303 of 49 USC provides metropolitan transportation planning funds, hereinafter referred to as "planning" funds, to Metropolitan Planning Organizations (MPOs) to conduct Comprehensive and Transportation Planning Programs in the urbanized areas of the State of Colorado as defined by the U.S. Census; and

WHEREAS, the Governor of the State of Colorado and general purpose local governments within the Grand Junction metropolitan area have agreed that the GRAND JUNCTION/MESA COUNTY, the "Planning Agency" or "Contractor", shall be the MPO and, as such, is the recipient of "planning" funds for the Grand Junction urbanized area; and

WHEREAS, the Planning Agency and the Department will cooperatively prepare a mutually acceptable Unified Planning Work Program (UPWP) which must be adopted by the Planning Agency and reviewed by the Department as the document describing the total regional planning and management program for the Grand Junction urbanized area.

WHEREAS, the U.S. Department of Transportation has created the Consolidated Planning Grant program and the Metropolitan Planning Organizations, the Department, the Federal Transit Administration and the Federal Highway Administration have mutually agreed to participate; and

WHEREAS, the Department and the Planning Agencies have mutually cooperated in developing this intergovernmental agreement and have agreed to the consolidation of these funds, the distribution formula and the matching ratio.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. PURPOSE AND SCOPE

- 1.1** Work to be performed under this Agreement and the compensation for such work shall be identified in a Unified Planning Work Program (UPWP), prepared on an annual basis for each fiscal year. The UPWP (Exhibit A) shall consist of the tasks for the year as accepted by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA).
- 1.2** The Planning Agency shall not commence work to be performed in the UPWP until the date specified by a written notice to proceed by the Department (which may be an electronic notice) and shall complete the work by the date specified in the UPWP, unless the time thereof is extended by mutual agreement of the parties hereto evidenced by letters or electronic notice.
- 1.3** By preparing, submitting and/or amending the annual UPWP, the Planning Agency agrees to perform such services within the total annual planning funds made available for that purpose. The UPWP shall be deemed incorporated herein.

2. FUNDING

- 2.1** The amount of federal funds available to pay for services performed by the Planning Agency in any one year is limited by the amount of the unused portion of the allocated funds for the Urbanized Area made available through Section 104 (f) Title 23 US Code and any amendments thereto and Section 5303 of 49 US Code and any amendments thereto.
- 2.2** The Department shall not be obligated to use State funds under this agreement. The Department's use of federal planning funds to pay for costs shall be limited to the costs which are actually incurred by the Planning Agency and which are allowable, as defined in Paragraph 6 of this agreement. The Planning Agency shall be solely responsible for all costs incurred which are either not allowable or which exceed the funds available in the agreement.
- 2.3** Per 23 CFR Section 420.111(b), the UPWP shall include a description of work to be accomplished and cost estimates for each activity. For expenditures, federal planning revenues (PL and 5303) do not have to be identified by sources; however, local match revenues should be identified.
- 2.4** By June 30 of each year the Department shall notify the Planning Agency, in writing, of the level of federal planning funds which are expected to be available for programming in the annual UPWP for the following fiscal year, which will commence October 1 of each year and end September 30 of the following year.

2.5 FEDERAL FUNDING. This agreement is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the Planning Agency is to be paid, reimbursed, or otherwise compensated with funds provided to the State by the Federal Government for the purpose of completing the services identified in the UPWP and therefore, the Planning Agency expressly understands and agrees that all its rights, demands, and claims to compensation arising under this agreement are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this agreement without liability, including liability for termination costs.

3. PERSONNEL

3.1 The Planning Agency shall take all reasonable steps to obtain the necessary staff or consultant services required to carry out all tasks described and identified in the UPWP. The Planning Agency shall be responsible to select such staff/consultant services in compliance with all applicable federal procurement requirements including 23 CFR 172 and 49 CFR 18.36. In addition, any Request for Proposal (RFP) used by the Planning Agency to secure consultant services must be reviewed by the Department before the Planning Agency releases the RFP. The Department shall have 15 calendar days from the date of receiving the RFP in which to return comments. Responses to the Department's comments will be provided by the Planning Agency within 15 calendar days of receipt of the comments. The Planning Agency shall notify the Department before executing any contract for consultant services which utilizes planning funding.

4. TERM – OPTION CLAUSE TO EXTEND SERVICES

4.1 The term of this agreement shall be from the effective date through September 30, 2003.

4.2 The Department and the Planning Agency shall have the Option to renew the Agreement, subject to the annual budgeting and availability of sufficient funds, as described below. The Department may exercise the Option by written notice to the Planning Agency using a form substantially equivalent to Exhibit B.

4.3 Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

5. BILLING

- 5.1 The Planning Agency shall request reimbursement from the State for the allowable cost of those tasks eligible for Planning funds identified in the UPWP as described in Paragraph 6 of this agreement. Reimbursement requests shall be submitted by the Planning Agency to the Department on a regular basis, provided that such basis shall be at least quarterly and no greater than monthly. The Planning agency will bill the State by the 30th of the month following the end of their billing cycle. Billings should be itemized in the same categories as the work program. The State will process and reimburse all billings within sixty (60) days of receipt.
- 5.2 Reimbursement request vouchers will be issued by CDOT to each Planning Agency. Upon signing the voucher and requesting reimbursement, the designated representative of the Planning Agency has certified that:
 1. The costs are allowable, and therefore reimbursable; and
 2. The expenditure amount for that time period is correct; and
 3. The agreed upon work has been performed and/or products have been produced; and
 4. All Requests for Proposals have been forwarded to the Department for review and comment.
 5. Reimbursements will be in accordance with terms of this agreement..
- 5.3 In addition to the voucher, the Planning Agency shall include expenditures of federal funds major UPWP Task. The information shall contain:
 1. Budgeted amount
 2. Expenditures for current billing cycle and year-to-date
 3. Unexpended balance after current cycle
 4. Percent expended year-to-date
 5. Copies of Subcontractors Invoices
- 5.4 The Department shall pay the Planning Agency's voucher for expenditures incurred in performance of tasks described in Paragraph 1.1 of this agreement, up to the maximum amount described above, subject to conditions specified in Paragraph 6 of this agreement.

6. ALLOWABLE COSTS

6.1 Allowable costs shall be limited to those actual costs necessary to carry out the tasks described in the UPWP and in Paragraph 1.1 of this agreement, and as provided in applicable Federal Regulations. This includes direct costs such as the costs of computer services, salaries, car rental, technical supplies, and reproduction. Also included are indirect costs such as the cost of proportionate share of rent, postage, insurance, maintenance and repair, utilities, communications, and administrative staff personnel. Indirect costs must be substantiated by audit, and reimbursement will be limited to the indirect cost rate contained in the approved indirect cost allocation plan. The indirect cost allocation plan must be approved by the Federal cognizant agency. The Planning Agency must also have an audit of their entity financial statement in accordance with OMB Circular A-133. A copy of the audit shall be submitted to CDOT within 180 days of the close of your fiscal year. All billings requesting reimbursement for indirect costs shall be in accordance with OMB Circular A-87. If the Planning Agency bills indirect costs, the Planning Agency must have an indirect cost plan in accordance with OMB Circular A-87. An A-87 audit is required to support the indirect cost rate proposed in the UPWP. Determination of indirect costs will follow those guidelines set forth in the Federal Procurement regulations (41 CFR 1-15.7), and OMB Circular A-87. The Planning Agency must also have an audit of their financial statement.

With regard to memberships, subscriptions, and professional tasks (OMB Circular No. A-87, Attachment B, Item 30):

1. Costs of the governmental unit's memberships in business, technical, and professional organizations are allowable.
2. Costs of the governmental unit's subscriptions to business, professional, and technical periodicals are allowable.
3. Costs of meetings and conferences where the primary purpose is the dissemination of technical information, including meals, transportation, rental of meeting facilities, and other incidental costs are allowable.
4. Costs of membership in civic and community, social organizations are allowable as a direct cost with the approval of the Federal-awarding agency.
5. Costs of membership in organizations substantially engaged in lobbying are unallowable.

6.2 In determining the amount of federal assistance, the Department will exclude:

1. Any project costs incurred by the Planning Agency before the execution of the Agreement, Change Order Letter (See Section 19) or Option Letter.
2. Any costs incurred by the Planning Agency that is not included in the UPWP.
3. Any cost incurred by the Planning Agency after the termination date of this Agreement or Amendment. The Planning Agency agrees that reimbursement of any cost under this Agreement does not constitute a final Department decision about the allowability of the cost and does not constitute a waiver of any violation by the Planning Agency of the terms of this Agreement.

7. PROGRAM MONITORING, REPORTING AND PERFORMANCE

- 7.1** Tasks described in the UPWP and in paragraph 1 shall be monitored by the Department in accordance with the provisions of 23 CFR Part 450 and any amendments and this agreement. The provisions of this paragraph do not constitute a waiver of legal and administrative appeals available to the Planning Agency or the State.

The Department will monitor all the tasks of the Planning Agency supported by transportation planning funds to assure that the work is being performed consistent with federal regulations and to enable the submission of appropriate reports that will contain as a minimum (23 CFR Part 420.117):

1. Comparison of actual performance with established goals;
2. Progress in meeting schedules;
3. Comparison of budgeted (approved) amounts and actual costs incurred;
4. Cost overruns/underruns;
5. Approved planning program revisions; and
6. Other pertinent supporting data.

In responding to these requirements, the Department will utilize the following steps and procedures to ensure that assigned responsibilities are carried out.

1. Monitoring Documents

The Department will use the current UPWP and approved study designs in reviewing the progress being made by the Planning Agency to meet the commitments in the planning contract. The issue of reasonable costs will be addressed during UPWP development. The UPWP includes all tasks, products and task budgets committed to by the Planning Agency.

- a. Out-of-State Travel:** the total MPO out-of-state travel budget is to be identified in the UPWP. A separate MPO Out-of-State Travel Plan is to be available upon UPWP adoption.
- b. Equipment Purchases:** Equipment purchases over \$5,000 are to be itemized by equipment description and estimated cost in the UPWP. The MPO must request CDOT pre-approval of any plans for equipment purchases (over \$5,000) that are not included in the UPWP.
- c. UPWP Task Descriptions:** Major UPWP Task descriptions with estimated budgets are to be included in the UPWP. Subtask descriptions are to be included in the UPWP. All contractual services are to be identified in the UPWP. Estimated subtask budgets in dollars or percent are to be included in the UPWP or a separate document.

2. Monitoring Meetings

Meetings between Department and Planning Agency representatives will be conducted biannually at the Department's discretion for the purpose of reviewing progress, resource allocations, and billings. Planning Agency representatives will provide an expenditure summary to the Department at least one week prior to the meeting.

3. Progress and Financial Reports

The Department will submit biannual progress and quarterly financial reports to the federal agencies.

7.2 The Planning Agency is responsible for the timely production of all the products, which it has committed to in the UPWP. The products are considered acceptable if developed and/or approved in accordance with the local MPO process. The UPWP, TIP and Transportation Plan will be reviewed and/or approved by state and federal agencies, as defined in CFR 23 Part 420.

7.3 The Planning Agency shall amend UPWP when:

1. Adding or deleting planning funds from the UPWP Budget.
2. Adding or deleting substantial portions of UPWP Tasks.
3. Continuing carry-over tasks.

7.4 Within 30 days after the end of the Program Period, the Planning Agency will provide to the Department a final accomplishment report of the tasks performed under this agreement for the completed fiscal year. It shall include, but not be limited to:

1. Final accomplishments by tasks;
2. Status of uncompleted products; and
3. Actual expenditures for the Program Period.

The Department has the right to disallow any costs incurred by the Planning Agency, which are not consistent with paragraph 6 or on any task not in compliance with the authorized tasks of the UPWP.

7.5 If any product that the Planning Agency has committed to in the UPWP is not produced and justification was not provided, the following steps, in accordance with 49 CFR 18.43, will be implemented by the Department:

1. The Department representative will meet with the Planning Agency representative to discuss performance.
2. The Department representative will report the progress to the Division of Transportation Development Director.

3. The Director will issue a decision as to whether performance is satisfactory or unsatisfactory. If performance was determined to have been unsatisfactory, the Department shall determine if a reduction in allocation is appropriate. The Planning Agency will be notified of any decisions made.

7.6 The Planning Agency is responsible for monitoring the work tasks of subcontractors.

8. RECORDS, ACCOUNTS, REPORTS, AND AUDITS

- 8.1 The Planning Agency and any consultants shall maintain all books, records, and other documentation pertaining to authorized UPWP tasks and to completely substantiate all costs incurred and billed to CDOT during the current Program Period and for a period of three years from the date of final payment under the terms of this agreement.

These records shall be made available for inspection and audit to the Department, FHWA, FTA, or the Comptroller General of the United States, and copies thereof shall be furnished, if requested. The Planning Agency shall include this record keeping/audit requirement in any contract with any consultant employed to perform UPWP tasks by expressly requiring the consultant to comply with this requirement.

- 8.2 The Department, FHWA and FTA are specifically authorized to review and inspect at all reasonable times all such records, and all technical and financial aspects of the tasks described in the UPWP. FHWA and FTA will arrange such review and inspections through the Department.

9. OWNERSHIP OF DATA AND COPYRIGHTS

- 9.1 Data, studies, surveys, drawings, maps, models, photographs, reports, and any other materials produced or developed pursuant to this agreement shall become the property of the Planning Agency, except as set forth herein, also, the Planning Agency is hereby authorized to copyright and market computer software produced under this agreement. All proceeds from the sale of products or services developed under this agreement must be returned to the Planning Agency for transportation planning purposes.

Notwithstanding the foregoing, the Department, FHWA and FTA shall, without cost to them, have the royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use, all such materials for Department and U.S. Government purposes. In addition, the Department and U.S. Government shall have the right to use, duplicate, or disclose technical data and computer software produced under this agreement in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so. However, should the Planning Agency choose to market computer files and/or software produced

under this project, the Department agrees to refer inquiries concerning such materials to the Planning Agency.

9.2 All information, data, reports, and maps which are developed by the Planning Agency for carrying out the tasks in the Annual UPWP shall be made available in sufficient copies to the Department, FHWA and FTA (not to exceed fifteen).

9.3 All reports pertaining to the performance of this agreement shall be reviewed by CDOT, and made available to FHWA, and FTA for review, but no report will be published without the prior approval of FHWA and FTA. Any published material shall acknowledge the financial participation of the Department and/or the FHWA and FTA and other agencies contributing funding to the work product. Also, any published material shall include appropriate federal disclaimer statements.

10. INTEREST OF PARTIES

10.1 The parties aver that to their knowledge, their employees have no interests and shall not acquire any interests, directly or indirectly, which would conflict in any manner or degree with the performance and services required to be performed under this agreement. The parties' further promise that they will not employ any person having an outside interest in the performance of this agreement.

11. COVENANT AGAINST CONTINGENT FEES

11.1 Officers, members, or employees of the parties and members of the governing body of the localities in which the planning program is situated or being carried out, who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this agreement, shall not:

1. Participate in any decision related to this agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested; or,
2. Have any interest, directly or indirectly, in this agreement or the proceeds thereof.

12. ASSIGNMENT OF RIGHTS

12.1 Neither party may assign its rights or duties under this agreement without the prior written consent of the other party.

13. CLAIMS AND LIABILITY

13.1 The Planning Agency warrants that it has the authority to enter into this agreement under its Articles of Association, and that it has taken all

appropriate actions to lawfully execute such authority. The Planning Agency shall be responsible for all claims and liabilities resulting from the Planning Agency's acts or the acts of consultants, subcontractors, agents, or employees of the Planning Agency.

14. TERMINATION OF AGREEMENT

14.1 Either party has the right to withdraw from this agreement by giving written notice to the other party at least sixty (60) days, except as provided in Section 19.1.3, in advance of such withdrawal, whereupon the agreement shall terminate at the expiration of the period of notice. In that event, the Department shall pay the Planning Agency only for its share of the Annual UPWP work completed by the date of termination.

15. DESIGNATED REPRESENTATIVES

15.1 For the purpose of this agreement, the individuals identified below are hereby-designated representatives of the respective parties.

| | |
|------------------|---|
| Department: | Jeff Walker Division of Transportation Development |
| Planning Agency: | Tom Fisher GRAND JUNCTION/MESA COUNTY |

16. NOTICES

16.1 All notices required to be given by the parties hereunder shall be to the individuals at the addresses set forth below. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent:

| | |
|------------------|---|
| Department: | Jeff Walker Division of Transportation Development |
| Planning Agency: | Tom Fisher GRAND JUNCTION/MESA COUNTY |

17. PRIORITIES

17.1 The attached Special Provisions are made a part of this agreement. Also, all of the circulars and regulations and statutes, as amended, that are cited in this agreement are incorporated herein by reference and made a part of this agreement. If a conflict occurs between the provisions of this Agreement proper or the attachments hereto, the priority to be used to resolve such conflict shall be as follows:

1. State Special Provision attached to this Agreement; then
2. Incorporated material; then
3. This Agreement proper; then
4. Exhibit A (UPWP).

18. INTEGRATION

18.1 This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment hereto, other than any Change Order Letter approved by the State Controller or his designee, shall be considered unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto, other than any Change Order Letter approved by the State Controller or his designee, shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

19. CHANGE ORDER LETTER

19.1 The State may prospectively increase or decrease the amount payable under this Agreement through a "Change Order Letter," approved by the State Controller or his designee, to the form attached hereto as Exhibit B, subject to the following conditions:

- 1.** The Change Order Letter ("Letter") includes the following:
 - a.** Identification of agreement by agreement number and affected paragraph number(s);
 - b.** Types of services or programs increased or decreased and the new level of each service or program;
 - c.** Amount of the increase or decrease in the level of funding, including the possible rollover of funds, for each service or program and the total;
 - d.** Intended effective date of the funding change;
 - e.** A provision stating that the Change shall not be valid until approved by the State Controller or such assistant as he may designate.
- 2.** Upon proper execution and approval, such letter shall become an amendment to this Agreement and, except for the General and Special Provisions of the Agreement, the letter shall supersede the Agreement in the event of a conflict between the two. It is understood and agreed that the letter may be used only for increased or decreased funding, and corresponding adjustments to service levels and any budget line items.
- 3.** If the Planning Agency agrees to and accepts the change, the Planning Agency shall execute and return the letter to the Department by the date indicated in the letter. In the event the Planning Agency does not accept the change, or fails to timely return the executed letter, the Department may, upon notice to the Planning Agency, terminate this Agreement

effective at any time after twenty (20) days following the return deadline specified in the letter. Such notice shall specify the effective date of termination.

In the event of termination, the parties shall not be relieved of their obligations up to the effective date of termination.

4. Increases or decreases in the level of contractual funding made through the letter process during the term of this agreement may be made under the following circumstances:
 - a. If necessary to fully utilize Colorado State appropriations and/or non-appropriated federal grant awards.
 - b. Adjustments to reflect current year expenditures.
 - c. Supplemental appropriations or non-appropriated federal funding changes resulting in an increase or decrease in the amounts originally budgeted and available for the purposes of this program.
 - d. Closure of programs and/or termination of related contracts.
 - e. Delay or difficulty in implementing new programs or services.

20. GRANT ASSURANCES.

- 20.1** Since this grant agreement involves the expenditure of federal funds, the grantee/local agency/Planning Agency shall at all times during the execution of this agreement strictly adhere to and comply with all applicable federal laws and regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this agreement. The grantee/local agency/Planning Agency shall also require compliance with these statutes and regulations in subgrant agreements entered into under this agreement. Federal laws and regulations that may be applicable include:
- 20.2** The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule), at 49 Code of Federal Regulations, Part 18, or the "Uniform Administrative Requirements for Grants and Agreements with Non-Profit Organizations”, at 49 Code of Federal Regulations, Part 19, as applicable. The requirements of 49 CFR Part 18, or Part 19, include, without limitation:
 - 1) the Planning Agency shall follow applicable procurement procedures, as required by section 18.36(d) or 19.36(d);
 - 2) the Planning Agency shall request and obtain prior CDOT approval of changes to any subcontracts in the manner, and to

the extent required by, applicable provisions of section 18.30 or section 19.30;

- 3) the Planning Agency shall comply with section 18.37 or section 19.37 concerning any subgrants;
- 4) to expedite any CDOT approval, the Planning Agency's attorney, or other authorized representative, shall also submit a letter to CDOT certifying Planning Agency compliance with section 18.30 or section 19.30 change order procedures, and with 18.36(d) or section 19.36(d) procurement procedures, and with section 18.37 or section 19.37 subgrant procedures, as applicable;
- 5) the Planning Agency shall incorporate the specific agreement provisions described in section 18.36(i) or section 19.36(i) (which are also deemed incorporated herein) into any subcontract(s) for such services as terms and conditions of those subcontracts.

20.3. Title 23, United States Code, Part 172, and Title 23, Code of Federal Regulations, Part 172, if the contract work includes professional engineering or architectural services.

20.4. Title 23, United States Code, Part 112, and Title 23, Code of Federal Regulations, Parts 633 and 635, if the contract work includes construction services.

20.5. Provided, however, that to the extent that other applicable federal requirements (including the provisions of Title 23) are more specific than provisions of Title 49, Part 18 or 19, those requirements shall supersede such Part 18 or 19 provisions.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO

GRAND JUNCTION/MESA COUNTY

Legal Name of Contracting Entity

BILL OWENS, GOVERNOR

84-6000783 (MESA COUNTY FED ID)

Social Security Number or FEIN

Tom Norton
Executive Director
Colorado Department of Transportation

LEGAL REVIEW:

Signature of Authorized Officer

KEN SALAZAR
ATTORNEY GENERAL

TOM FISHER, MPO DIRECTOR

Print Name & Title of Authorized Officer

Tracy Kinsella
Assistant Attorney General
Natural Resources Section

CORPORATIONS:

(A corporate seal and attestation is required.)

Attest (Seal) By _____

(Corporate Secretary or Equivalent, or Town/City/County Clerk)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:

By _____

Date _____

Revised: 12/1/01

"
FY 2003
UNIFIED PLANNING WORK PROGRAM

FOR THE
FOR THE GRAND JUNCTION/MESA COUNTY URBANIZED AREA

Prepared by the

Mesa County
Regional Transportation Planning Office
Grand Junction/Mesa County Metropolitan Planning Organization
& Transportation Planning Region

and the

Colorado Department of Transportation
Division of Transportation Development
Program Management Branch

In cooperation with the
Federal Highway Administration
Federal Transit Administration

July, 2002

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FIGURE 1-- TRANSPORTATION PLANNING TERMINOLOGY

| | |
|---|--------------------|
| Air Quality Control Commission. | AQCC |
| Annual Element. | AE |
| Colorado Department of Transportation. | CDOT |
| U.S. Department of Transportation. | DOT |
| Federal Highway Administration. | FHWA |
| Federal Transportation Administration. | FTA |
| Fiscal Year for the MPO. | FY |
| Intermodal Surface Transportation Act. | ISTEA |
| Metropolitan Planning Organization. | MPO |
| FHWA planning funds made available through CDOT to the MPO. | PL Funds |
| FTA funds made available through CDOT to the MPO. | Section 5303 Funds |
| State Implementation Plan. | SIP |
| State Planning and Research Funds. | SPR |
| Title VI of the U.S., Civil Right Act of 1964, as amended. | Title VI |
| Transit Development Plan. | TDP |
| Transportation Improvement Plan. | TIP |
| Regional Transportation Policy Advisory Committee | RTPAC |
| Transportation Technical Advisory Committee. | TTAC |
| Unified Planning Work Program. | UPWP |
| Urban Transportation Planning Process | UTPP |
| Vehicle Miles Traveled. | VMT |

INTRODUCTION

The Unified Planning Work Program describes planning tasks and personnel costs and also budgets funds for the Fiscal Year 2003 running from October 1, 2002 through September 30, 2003. The Metropolitan Planning Organization (MPO), composed of Grand Junction and Mesa County elected officials and staff, coordinates this planning with state officials from the Colorado Department of Transportation (CDOT) and the Colorado Health Department who, through the Air Quality Control Commission, is charged with protecting air quality throughout Colorado. The ultimate goal of this planning process is an efficient, effective transportation system. The MPO staff is housed within the Mesa County Regional Transportation Planning Office (RTPO).

To further the continuing, comprehensive, and cooperative planning for the Grand Junction Urbanized Area (Fig. 2,) the Federal Highway Administration provides Planning (PL) funds to the MPO under the administration of CDOT. The FY 2003 Consolidated Planning Grant (CPG) allocation to the MPO is \$134,506. Maximum payable by the department is \$110,295. This amount is made up of Federal Highway Administration (FHWA) funds in the amount of \$86,525 and of Section 5303 Federal Transit Administration (FTA) funds in the amount of \$23,770 for a total of 82% of the Consolidated Planning Grant. These funds are matched at an 18.0% ratio by the MPO members. Local match for PL and Section 5303 is \$24,211 and is split 50/50 between Mesa County and the City of Grand Junction.

Other FY 2003 funding to the RTPO includes:

- Section 5307 FTA grant funds will provide \$41,600 with a \$10,400 local match requirement for a total of \$52,000 for the purpose of FTA grant administration and public transit coordination.
- Section 5311 FTA grant funds will provide \$4,550 with a \$1,950 local match requirement for a total of \$6,500. These are rural operating funds which will be used on all functions to administer the grant through this office.
- Section 5313(b) FTA grant funds will provide \$7,000 with a \$3,000 local match requirement for a total of \$10,000 for the purpose of Transit Development Plan preparation. These funds will be used to write an extension to the existing 1997-2002 TDP through 2004.
- \$30,000 from Mesa County, \$2,500 from Fruita, and \$1,000 from Palisade for a total of \$33,500 for Transportation Planning Region planning activities.
- Re-application for Unused Portion of FY 2001 CPG funds in the amount of \$18,161 specifically:
 - At September 30, 2001 we were short on expenditures to fully draw down the balance available in our FY2001 CPG.
 - Our □Federal Balance Available□ was \$38,651 but our expenditures totaled only \$20,490 (a difference of \$18,161).

The unused FY 2001 CPG funds of \$18,161 are made available to the Grand Junction/Mesa County MPO via identification and explanation in this document.

| | | | |
|------|----|----------|--|
| 82%, | or | \$14,892 | Are identified as FY 2001 FHWA funds |
| 9%, | or | 1,634 | Are identified as FY 2001 City of Grand Junction Match |
| 9%, | or | 1,635 | Are identified as FY 2001 Mesa County Match |
| | | \$18,161 | Total FY 2001 CPG Funds Being Re-applied For |

- Carryover PL funds from FY 2002 are anticipated to be \$7,385. These funds, inclusive of the associated local match monies, are earmarked for the *Development of a Transit Element project* to be initiated during the FY2003 UPWP period.

| | | | |
|------|----|---------|--|
| 82%, | or | \$6,055 | Are identified as FY 2002 FHWA funds |
| 9%, | or | 665 | Are identified as FY 2002 City of Grand Junction Match |
| 9%, | or | 665 | Are identified as FY 2002 Mesa County Match |

The RTPO, therefore, proposes to spend a total of \$262,053 including local match, on transportation-related tasks contained in the FY 2003 Unified Planning Work Program. CDOT, as the Contract Administrator, monitors the timely accomplishment of tasks and the reimbursement process. In addition, CDOT actively participates in the planning process through the provision of technical services (Fig. 3.)

The current local operational structure allows for maximum funding to be channeled to local City and County agencies through the Transportation Technical Advisory Committee (TTAC) and Regional Transportation Policy Advisory Committee and to provide staff and resources for completion of the various tasks through the RTPO and the member governments. The MPO continues to shift much of the administrative activity associated with each task (grant administration, planning, and implementation) into the task budget itself. This allows the MPO Administrator (the RTPO Director) to focus on required documents, annual certification, and overall policy development for the agency, and to direct more dollars to actual studies and activities.

The RTPO performs administrative functions working directly to support the task elements of the FY 2003 UPWP. This office is the "single point-of-contact" among MPO agencies and state and federal officials. The technical operational agencies assume an active role in developing, implementing, and monitoring the program tasks. The MPO Administrator provides technical support and performs the managerial tasks necessary for the MPO to comply with state and federal requirements. Program goals call for continued support of grant administration, planning and implementation tasks with minimum administrative overhead. The MPO's local approach to this UPWP should accomplish those goals.

FIGURE 2 -- URBANIZED AREA MAP

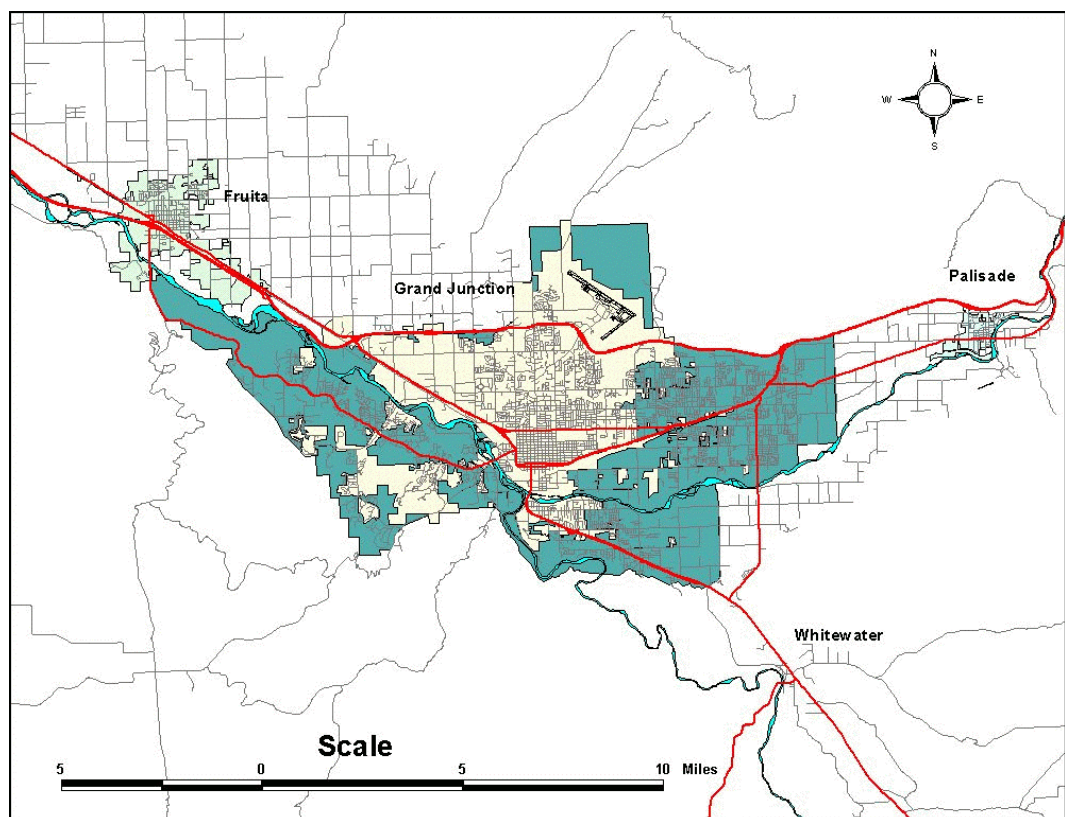
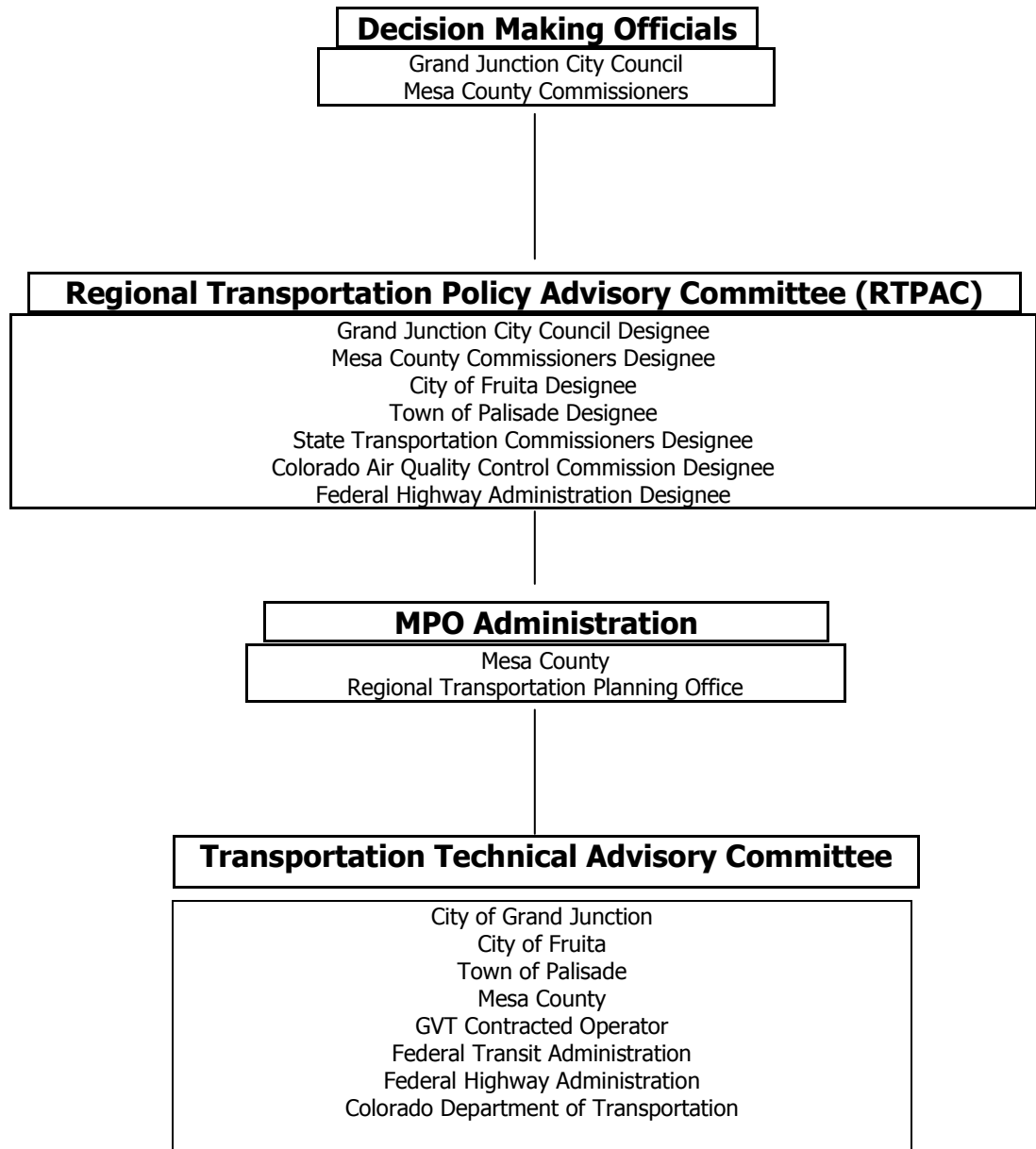


FIGURE 3 -- GRAND JUNCTION / MESA COUNTY
METROPOLITAN PLANNING ORGANIZATION
LOCAL REVIEW PROCESS



SUMMARY OF THE BUDGET

During FY 2003 it is proposed that \$262,053 be expended by the RTPO on transportation planning for the MPO. Of that amount \$44,160 is the required match from Grand Junction, Mesa County, and other local sources, as well as \$33,500 which is to be provided by Mesa County, Fruita, and Palisade for Transportation Planning Region (TPR) activities. Federal Highway Administration and Federal Transit Administration funds administered through CDOT provide \$185,723 for regional transportation planning efforts. A breakdown of these funds by task group and agency is shown below.

TABLE 1-- SUMMARY OF THE BUDGET

| | Task | PL & Sec 5303 | Sec 5307 | Sec 5311 | Sec 5313b | TPR | Total |
|-------------|---|------------------|----------|----------|--------------|----------|-----------|
| A | MANAGEMENT ACTIVITIES | | | | | | |
| | | ~ | ~ | ~ | ~ | ~ | ~ |
| AA.1 | FY 2004 UPWP | | | | | | |
| | | 11,500 | 0 | 0 | 0 | 0 | \$ 11,500 |
| A.2 | Administration | | | | | | |
| | | 11,500 | 11,800 | 2,950 | 0 | 3,000 | 29,250 |
| A.3 | In State Training and Travel | | | | | | |
| | | 2,500 | 1,500 | 0 | 0 | 0 | 4,000 |
| A.4 | Out of State Training and Travel | | | | | | |
| | | 8,100 | 3,200 | 0 | 0 | 0 | 11,300 |
| A.5 | MPO Boundary Update and IGA | | | | | | |
| | | 27,500 | 0 | 0 | 0 | 4,750 | 32,250 |
| B | PLANNING ACTIVITIES | | | | | | |
| | | ~ | ~ | ~ | ~ | ~ | ~ |
| B.1 | Support for Grand Valley Circulation Plan | | | | | | |
| | | 15,500 | 0 | 0 | 0 | 7,000 | 22,500 |
| B.2 | GVT Strategic Plan and TDP Extension | | | | | | |
| | | 33,885 | 35,050 | 3,550 | 10,000 | 0 | 82,485 |
| B.3 | Grand Junction Intermodal Center Feasibility | | | | | | |
| | | 10,500 | 0 | 0 | 0 | 0 | 10,500 |
| B.4 | 2000 Census Update to TransCAD Model | | | | | | |
| | | 30,518 | 0 | 0 | 0 | 14,750 | 45,268 |
| B.5 | Jurisdictional Swap with CDOT | | | | | | |
| | | 5,000 | 0 | 0 | 0 | 3,000 | 8,000 |
| C | IMPLEMENTATION TASKS | | | | | | |
| | | ~ | ~ | ~ | ~ | ~ | ~ |
| C.1 | FY 2003-2008 TIP Amendments/Planning for next Update | | | | | | |
| | | 3,550 | 450 | 0 | 0 | 1,000 | 5,000 |
| | TOTALS | \$160,053 | \$52,000 | \$6,500 | \$10,000 | \$33,500 | \$262,053 |

TABLE 2 -- FUNDING BREAKDOWN

| Funding Sources | Grants | Mesa County | Grand Junction | Fruita | Palisade | Total |
|--|---------------|--------------------|-----------------------|---------------|-----------------|--------------|
| FY 03 Consolidated Planning Grant (CPG) | 110,296 | 12,106 | 12,105 | 0 | 0 | 134,507 |
| FY 01 Consolidated Planning Grant (CPG) | 14,892 | 1,635 | 1,634 | 0 | 0 | 18,161 |
| FY 02 Consolidated Planning Grant (CPG) | 7,385 | 0 | 0 | 0 | 0 | 7,385 |
| Section 5307 | 41,600 | 10,400 | 0 | 0 | 0 | 52,000 |
| Section 5311 | 4,550 | 1,950 | 0 | 0 | 0 | 6,500 |
| Section 5313(b) | 7,000 | 3,000 | 0 | 0 | 0 | 10,000 |
| TPR Contributions | 0 | 30,000 | 0 | 2,500 | 1,000 | 33,500 |
| TOTALS | \$185,723 | \$59,091 | \$13,739 | \$2,500 | \$1,000 | \$262,053 |

TABLE 3 -- UPWP TASK COSTS

| | Task | Local Match & TPR | PL & Sec 5303 | Sec 5307 | Sec 5311 | Sec 5313b | Total |
|------------|---|------------------------------|--------------------------|-----------------|-----------------|------------------|--------------|
| A | MANAGEMENT ACTIVITIES | ~ | ~ | ~ | ~ | ~ | ~ |
| A.1 | FY 2004 UPWP | 1,625 | 9,875 | 0 | 0 | 0 | \$11,500 |
| A.2 | Administration | 8,585 | 8,775 | 10,000 | 1,890 | 0 | 29,250 |
| A.3 | In State Training and Travel | 1,240 | 2,040 | 720 | 0 | 0 | 4,000 |
| A.4 | Out of State Training and Travel | 2,098 | 6,642 | 2,560 | 0 | 0 | 11,300 |
| A.5 | MPO Boundary Update and IGA | 8,707 | 23,543 | 0 | 0 | 0 | 32,250 |
| B | PLANNING ACTIVITIES | ~ | ~ | ~ | ~ | ~ | ~ |

| | | | | | | | |
|------------|---|-----------------|------------------|-----------------|----------------|----------------|------------------|
| | | | | | | | |
| B.1 | Support for Grand Valley Circulation Plan | 11,700 | 10,800 | 0 | 0 | 0 | 22,500 |
| B.2 | GVT Strategic Plan and TDP Extension | 16,830 | 27,825 | 28,170 | 2,660 | 7,000 | 82,485 |
| B.3 | Grand Junction Intermodal Center Feasibility | 2,125 | 8,375 | 0 | 0 | 0 | 10,500 |
| B.4 | 2000 Census Update to TransCAD Model | 19,000 | 26,268 | 0 | 0 | 0 | 45,268 |
| B.5 | Jurisdictional Swap with CDOT | 4,500 | 3,500 | 0 | 0 | 0 | 8,000 |
| C | IMPLEMENTATION TASKS | ~ | ~ | ~ | ~ | ~ | ~ |
| C.1 | FY 2003-2008 TIP Amendments/Planning for Next Update | 1,250 | 3,600 | 150 | 0 | 0 | 5,000 |
| | TOTALS | \$77,660 | \$131,243 | \$41,600 | \$4,550 | \$7,000 | \$262,053 |

**GRAND JUNCTION / MESA COUNTY MPO
UPWP WORK TASKS**

The major portion of this document consists of work tasks to be completed during Fiscal Year 2003 (October 1, 2002 to September 30, 2003.) These work tasks are intended to monitor and implement the continuing, cooperative, and comprehensive urban transportation planning process carried out by the MPO and CDOT in the Grand Junction urbanized area. The agencies with primary responsibility for completion of each task are listed in the UPWP. The UPWP is intentionally presented as an outline of primary funding sources and planning schedules. An overview of the entire planning process is contained in the Memorandum of Agreement establishing the MPO. (See Figure 3 for the MPO structure.)

Figure 4 provides a summary of scheduling for all UPWP tasks. Work tasks of a continuing nature are differentiated from those with definable time frames. Modifications in task schedules are reflected in monitoring reports. Significant changes in schedules will be agreed to by CDOT and the MPO. An accomplishment report for FY 2003 will be completed on a quarterly basis beginning in January, 2003 and submitted to CDOT.

A. MANAGEMENT ACTIVITIES

The primary objective of the UPWP management activities is to provide for the on-going management of the urban transportation planning program in the Grand Junction urbanized area. Secondary objectives include grants management, coordination of planning efforts among local, regional and state agencies, citizen participation and monitoring, and documentation of transportation planning efforts and technical studies through locally adopted planning documents. Since the MPO and CDOT share responsibility for compliance with Federal planning guidelines, both agencies are involved in program management activities.

A.1 Task Name: Fiscal Year 2004 (October 1, 2003 through September 30, 2004) Unified Planning Work Program (UPWP)

Objective: To perform the necessary management tasks to produce a FY 2004 UPWP that will include all transportation planning activities, regardless of Federal funding sources, which significantly impact the local Study Area, whether performed on a federal, state, or local level.

Product: A Unified Planning Work Program for FY 2004.

Schedule: A meeting to discuss work needs will be held in May/June. The UPWP first draft will be completed in June, with adoption by the end of July. The MPO Contract will be signed by the Grand Junction City Council, Mesa County Commissioners, and the State of Colorado by September 30th.

Agency: Regional Transportation Planning Office

Personnel: Local - 30 days

Costs: \$11,500 (Includes non-salary costs)

| | | |
|----------|-----------|----------|
| FUNDING~ | Total: | \$11,500 |
| | PL & 5303 | 9,875 |
| | 5307 | 0 |
| | 5311 | 0 |
| | 5313(b) | 0 |
| | Local | 1,625 |

A.2 Task Name: Administration

Objective: To effectively administer, manage, support, monitor, coordinate, and control the continuing federally-assisted transportation planning processes for the Grand Junction urbanized area through the following activities:

- (1) Maintain commitments included in the Memorandum of Agreement and the contracts for planning funds (PL funds and Section 5303 funds);
- (2) Submit monitoring reports on the FY2003 UPWP tasks;
- (3) Maintain and document expenditures and submit financial reports;
- (4) Support members of the decision making bodies, Transportation Policy Advisory Committee, Transportation Technical Advisory Committee, and the City and County Planning Commissions in their decisions on MPO-related activities;
- (5) To monitor significant policy activities on the federal, state, and local levels that could have potential impact on MPO activities. At the direction of the MPO, represent the MPO members in federal, state, and local decision-making processes;
- (6) Represent the MPO in the Regional Transportation Planning Organization;
- (7) Monitor UPWP task activities;
- (8) Assist in development of RFP's for UPWP study and coordinate contracts.
- (9) Develop and implement effective citizen participation activities.

Schedule: Continuous throughout the year with quarterly monitoring reports (October, January, April, and July) and TTAC meetings as required.

Agency: Regional Transportation Planning Office

Personnel: Local - 75 days

Costs: \$29,250 (Includes non-salary costs)

| | | |
|----------|-----------|----------|
| FUNDING~ | Total: | \$29,250 |
| | PL & 5303 | 8,775 |
| | 5307 | 10,000 |
| | 5311 | 1,890 |
| | 5313(b) | 0 |
| | Local | 8,585 |

A.3 Task Name: In State Training and Travel

Objective: To provide training for MPO member agency personnel and increase their expertise in transportation planning and related issues. Pay for travel associated with ongoing programs.

Products: The product of this effort will be the successful completion of training courses by selected staff members.

Schedule: Continuous throughout the year. Progress reports furnished quarterly.

Agency: Regional Transportation Planning Office

Personnel: Local - 15 days

Costs: \$4,000 (Includes non-salary costs)

| | | |
|----------|-----------|---------|
| FUNDING~ | Total: | \$4,000 |
| | PL & 5303 | 2,040 |
| | 5307 | 720 |
| | 5311 | 0 |
| | 5313(b) | 0 |
| | Local | 1,240 |

A separate document contains the Training and Travel Table, and is available for review.

A.4 Task Name: Out of State Training and Travel

Objective: To provide training for MPO member agency personnel and increase their expertise in transportation planning and related issues. Pay for travel associated with ongoing programs.

Products: The product of this effort will be the successful completion of training courses by selected staff members.

Schedule: Continuous throughout the year. Progress reports furnished quarterly.

Agency: Regional Transportation Planning Office

Personnel: Local - 30 days

Costs: \$ 11,300 (Includes non-salary costs)

| | | |
|----------|-----------|----------|
| FUNDING~ | Total: | \$11,300 |
| | PL & 5303 | 6,642 |
| | 5307 | 2,560 |
| | 5311 | 0 |
| | 5313(b) | 0 |
| | Local | 2,098 |

A separate document contains the Training and Travel Table, and is available for review.

A.5 Task Name: MPO Boundary Update and IGA

Objective: The RTPO Director will work with the RTPAC and the Colorado Department of Transportation to change the Urban Bondary to include Fruita and Palisade in the MPO.

Products: The product of this effort will be the successful completion of the MPO Boundary Update and IGA.

Schedule: Work will begin October 2002 and products should be completed by January 2003.

Agency: Regional Transportation Planning Office

Personnel: Local - 70 days

Costs: \$ 32,250 (Includes non-salary costs)

| | | |
|----------|-----------|----------|
| FUNDING~ | Total: | \$32,250 |
| | PL & 5303 | 23,543 |
| | 5307 | 0 |
| | 5311 | 0 |
| | 5313(b) | 0 |
| | Local | 8,707 |

B. PLANNING ACTIVITIES

The primary objective of planning activities is to support the decision-making process of the MPO through the development of studies and analyses concerning short and long-term transportation needs.

Our objective is to provide continuous planning to create a "Total Transportation Solution" for the urbanized area through a multi-modal, travel demand management approach to studies, analyses, and recommendations. This includes extensive use of transportation modeling, geographic information systems for transportation (GIS-T), technical assistance to requesting agencies and to the public, and training programs for the areas planning commissions in transportation planning, implementation tools & impact analysis. Some general tasks may include:

- Assist with transportation element for updating the Mesa County Master Plan and member municipality master plans.
- Coordinate access Management Training for staff & decision-makers,
- Review long-range local capital improvements programs for regionally-significant transportation projects and prioritize regional funding sources for implementation,
- Analyze Census 2000 for geographic distributions of targeted groups, including minority populations.

B.1 Support for the Grand Valley Circulation Plan.

Objective: As part of the ongoing long-range planning effort to create a valley-wide transportation plan, this office will provide technical support to the continuing development of the *Grand Valley Circulation Plan*. The *Grand Valley Circulation Plan* elements include functional classification of streets and roads, access management plans and right-of-way requirements for urban and rural roads within the *Grand Valley Air Shed*. Our role in this activity is to provide continuity between the city and the county in the pursuit of this overall plan. We will ensure that the *2020 Regional Transportation Plan (RTP)* is properly represented in this planning effort and that the effort feeds into the 2025 RTP update.

Products: The main product will be the completed *Grand Valley Circulation Plan* including all elements (layers).

Schedule: Continuous throughout the year. Progress reports furnished quarterly.

Agency: Regional Transportation Planning Office

Personnel: Local - 60 days

Costs: \$22,500 (Includes non-salary costs)

| | | |
|----------|-----------|----------|
| FUNDING~ | Total: | \$22,500 |
| | PL & 5303 | 10,800 |
| | 5307 | 0 |
| | 5311 | 0 |
| | 5313(b) | 0 |
| | Local | 11,700 |

B.2 Develop a new Transit Element for the 2030 Regional Transportation Plan

Objective: A consultant will be contracted to lead the effort of building a new transit element for the Regional Transportation Plan update to be completed in late 2004. Currently, the contracted transit service in the Grand Junction urban area is operating without a realistic Transit Development Plan. CDOT has issued new guidelines for transit planning that replaces the Transit Development Plan with a transit element to be included in the Regional Transportation Plan. We will be completing a needed planning effort to guide investment in our transit system while also incrementing the creation of our Regional Transportation Plan to be completed in 2004.

Products: The products of this task will be a completed and adopted transit element that has been developed in an open, inclusive and public process.

Schedule: 12 months

Agency: Regional Transportation Planning Office

Personnel: Local - 180 days
Consultant – 180 days

Costs: \$82,485 (Includes non-salary costs)

| | | |
|----------|-----------|----------|
| FUNDING~ | Total: | \$82,485 |
| | PL & 5303 | 27,825 |
| | 5307 | 28,170 |
| | 5311 | 2,660 |
| | 5313(b) | 7,000 |
| | Local | 16,830 |

B.3 Grand Junction Intermodal Center Feasibility

Objective: Provide leadership and support to the West Downtown Re-development Study that is being conducted by the City of Grand Junction and Mesa County. This study will examine how the historic train station and the surrounding properties can be redeveloped into an intermodal center that will spark economic development for the western area of the Grand Junction downtown business district.

Products: A final feasibility study illustrating the need and method for redevelopment of the west downtown business district.

Schedule: 12 months

Agency: Regional Transportation Planning Office

Personnel: Local - 30 days

Costs: \$10,500 (Includes non-salary costs)

| | | |
|----------|-----------|--------|
| FUNDING~ | Total: | 10,500 |
| | PL & 5303 | 8,375 |
| | 5307 | 0 |
| | 5311 | 0 |
| | 5313(b) | 0 |
| | Local | 2,125 |

B.4 2000 Census Update to the TransCAD Transportation Model

Objective: The U.S. Census conducted in 2000 has now issued detailed local demographic data to local governments. This data is a key input to the travel demand model that is used by the Regional Transportation Planning Office to evaluate transportation projects and their affect on travel in the region. It is necessary under this task to update the current travel demand model and recalibrate it for use.

Products: An updated TransCAD transportation model for the Mesa County Transportation Planning Region.

Schedule: 3 months

Agency: Regional Transportation Planning Office

Personnel: Local - 120 days

Costs: \$45,268 (Includes non-salary costs)

| | | |
|----------|-----------|----------|
| FUNDING~ | Total: | \$45,268 |
| | PL & 5303 | 26,268 |
| | 5307 | 0 |
| | 5311 | 0 |
| | 5313(b) | 0 |
| | Local | 19,000 |

B.5 Jurisdictional Swap with the Colorado Department of Transportation

Objective: Facilitate an agreement between the City of Grand Junction, Mesa County and the Colorado Department of Transportation that will take lane miles out of the State inventory in exchange for the advancement of local transportation priorities that benefit the State system.

Products: A final agreement between the City of Grand Junction, Mesa County and the Colorado Department of Transportation.

Schedule: 12 months

Agency: Regional Transportation Planning Office

Personnel: Local - 20 days

Costs: \$ 8,000 (Includes non-salary costs)

| | | |
|----------|-----------|-------|
| FUNDING~ | Total: | 8,000 |
| | PL & 5303 | 3,500 |
| | 5307 | 0 |
| | 5311 | 0 |
| | 5313(b) | 0 |
| | Local | 4,500 |

C. IMPLEMENTATION TASKS

Implementation activities refer to lists of capital projects adopted by the MPO which establish policy guidance on the use of transportation funds in the urbanized area of Grand Junction.

C.1 Task Name: FY 2003-2008 TIP Amendments/Planning for Next TIP Update

Objective: This task is established to earmark funding for:

1. Amendment(s) to the Fiscal Years 2003-2008 TIP, and
2. Planning associated with the Fiscal Years 2005-2010 TIP update.

Adopted by the City of Grand Junction and Mesa County in May 2002, the FY 2003-2008 TIP established capital projects in the urbanized area for which federal assistance is expected. It contains an annual element showing specific projects to which funds have been committed by the participating agencies, including the City of Grand Junction's Engineering Department, Mesa County Engineering Department and CDOT Region 3.

Products: Amendments to the FY 2003-2008 TIP, as needed, *and* planning activities associated with the FY 2005-2010 TIP Update.

Schedule: Continuous.

Agency: Regional Transportation Planning Office

Personnel: Local - 15 days

Costs: \$5,000 (Includes non-salary costs)

| | | |
|----------|-----------|---------|
| FUNDING~ | Total: | \$5,000 |
| | PL & 5303 | 3,600 |
| | 5307 | 150 |
| | 5311 | 0 |
| | 5313(b) | 0 |
| | Local | 1,250 |

FIGURE 4 -- TASK SCHEDULE

| | | 2002 | | | 2003 | | | | | | | | |
|------|--|------|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|
| Task | | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
| A.1 | FY 2004 UPWP | | | | | | | D | R | | | | |
| A.2 | Administration | | | R | | | R | | | R | | | R |
| A.3 | In State Training and Travel | | | R | | | R | | | R | | | R |
| A.4 | Out of State Training and Travel | | | R | | | R | | | R | | | R |
| A.5 | MPO Boundary Update/IGA | D | | | R | | | | | | | | |
| B.1 | Support for the Grand Valley Circulation Plan | | | R | | | R | | | R | | | R |
| B.2 | GVT Strategic Plan and Transit Development Plan Extension | | | R | | | R | | | R | | | R |
| B.3 | Grand Junction Intermodal Ctr | | | R | | | R | | | R | | | R |
| B.4 | 2000 Census Update | | | R | | | R | | | R | | | R |
| B.5 | Jurisdictional Swap with CDOT | | | R | | | R | | | R | | | R |
| C.1 | FY 2003-2008 TIP Amendments/ Planning for Next Update | | | R | | | R | | D | R | | | |

D = DRAFT REPORT DUE

R = REPORT DUE

EXHIBIT B

Sample Change Order Letter

Date: _____

Fiscal year: _____

Change Order Letter No. ____

In accordance with Paragraph ____ of Intergovernmental Agreement number _____, between the State of Colorado Department of Transportation and the _____, covering the period of _____ through _____, the undersigned agree that the maximum amount payable by the Department for eligible services as outlined in Paragraph ____ is (increased/decreased) by (\$_____) to a new total of (\$_____).

The budget is revised accordingly, as set forth in the Unified Planning Work program, Exhibit A, attached and incorporated herein by reference.

This amendment to the agreement is intended to be effective as of _____, but in no event shall it be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.

Please sign, date, and return all copies of this letter on or before _____, 20 ____.

Contractor Name:

State of Colorado:

Bill Owens, Governor

By: _____
Planning Agency Representative

By: _____
For the Executive Director

Colorado

Dept. of Transportation

APPROVALS:

FOR THE STATE CONTROLLER

Arthur L. Barnhart

By: _____
George McCullar
Department Controller

SAMPLE OPTION FORM LETTER

Date: _____

TO: [Contractor]
[Address]

Subject: Option Exercise Letter

In accordance with Paragraph ____ of agreement routing number _____, FAA ADA _____, between the State of Colorado Department of _____ (_____ division) and

[Contractor]

covering the period of _____, 20__ through _____, 20__ the State hereby exercises the option for

[maintenance services for three additional 486 CPUs at the prices specified in Exhibit ____]; or

[an additional one year's performance period at the (cost) (price) specified in paragraph ____.]

The maximum amount payable by the State in Paragraph __ is (increased/decreased) by (\$ amount of change) to a new total of (\$____). The first sentence in Paragraph ____ is hereby modified accordingly.

State of Colorado:
Bill Owens, Governor

For the Executive Director
Colorado Department of _____

By: _____
Title

APPROVALS:

FOR THE STATE CONTROLLER
Arthur L. Barnhart

By: _____
For _____ Division

By: _____
State Controller or Designee