

LOCAL \$ CDOTWRK RAMP 3-24  
PROJECT: NHPP 0701-223 (19911)  
REGION: # 3 (RDC)

Routing # N/A  
SRM # 331001107

### AGREEMENT

THIS AGREEMENT is executed this 23<sup>RD</sup> day of April 2014, by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation (State or CDOT) and CITY OF GRAND JUNCTION, 250 NORTH 5<sup>TH</sup>, GRAND JUNCTION, Colorado, 81501, (City or Local Agency) CDOT Vendor #: 2000077, and the State and the Local Agency together shall be referred to as the "Parties."

### RECITALS

1. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
2. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system;
3. Governor John Hickenlooper and Colorado Department of Transportation Executive Director Don Hunt announced on December 14, 2012, the Responsible Acceleration of Maintenance and Partnerships (RAMP) program to accelerate completion of transportation projects.
4. The Local Agency submitted an application (Application) to CDOT for approval by the Colorado Department of Transportation Commission to participate in the RAMP program.
5. The Colorado Department of Transportation Commission adopted Resolution TC-3106 on October 17, 2013 approving the list of projects shown in the document entitled "RAMP Partnership and Operations Projects – Preliminary Recommendations 10/16/2013 (Projects List)."
6. Pursuant to the Application under RAMP program, the Local Agency has made funds available for project NHPP 0701-223 (19911), which shall consist of the I-70, Exit 31 Horizon Drive Roundabouts, referred to as the "Project", and the Local Agency shall contribute funding towards the Project (Contribution). The work will be performed in the City of Grand Junction, Colorado, as described in **Exhibit A**. **Exhibit A** is attached hereto and incorporated by this

reference as herein set forth.

7. The Local Agency has budgeted funds and desires to provide its Contribution for the Project.

8. The Local Agency has estimated the Contribution and is prepared to provide the funding required for its Contribution toward the Project, as evidenced by appropriate ordinances or resolutions duly passed and adopted by the authorized representatives of the Local Agency, which authorizes the Local Agency to enter into this agreement and to expend funds in support of the Project.

9. This 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.

10. The parties hereto desire to agree upon the division of responsibilities with regard to the Project.

**THE PARTIES NOW AGREE THAT:**

**Section 1. Scope of Work**

The Project under this agreement shall consist of I-70 Exit 31 Horizon Drive Roundabouts, and the Local Agency shall provide its Contribution toward the Project, in the City of Grand Junction, Colorado, as described in **Exhibit A**.

**Section 2. Order of Precedence**

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

1. This agreement
2. **Exhibit A (Scope of Work)**

**Section 3. Term**

This agreement shall be effective upon approval of the CDOT Chief Engineer or designee. The term of this agreement shall continue through the completion and final acceptance of the Project by the State, FHWA and the Local Agency.

#### **Section 4. Project Funding Provisions**

A. The Local Agency has estimated the total cost of the Contribution and is prepared to provide its funding, as evidenced by an the signing of this agreement, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.

B. The Contribution is estimated to be **\$1,050,000.00**.

Construction Phase	
Local Agency Contribution	<b>\$1,050,000.00</b>

C. Should the project receive a construction bid less than the estimated construction amount, the Local Agency Contribution will be lowered according by percentage based on the funding amounts shown in the Application. For this agreement the percentages are 80% for Ramp Funding and 20% Local Agency Contribution.

#### **Section 5. Changes in Project Costs**

CDOT and the Local Agency Partner will assess at the Final Office Review (FOR) the project budget to be contracted. Changes to the Project may trigger a revision to **Exhibit A** as well as the project Contribution. On a CDOT administered project, any cost increase discovered after the FOR will be the responsibility of CDOT, with the exception of the addition of a "Betterment", which will be at the request and the responsibility of the Local Agency. A betterment (Betterment) is defined as any substantive project change suggested by the Local Agency subsequent to the FOR. The determination of whether the change is minor or substantive shall be at the discretion of the CDOT Project Manager. Any Project cost increase subsequent to the FOR, that is not a result of a Betterment, shall be unilaterally administered by the State without amending this agreement.

After the FOR, any cost savings, regardless of who is administering the project, or when the cost savings occurs, will be prorated according to the percentages shown in Section 4.

#### **Section 6. Project Payment Provisions**

A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.

B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:

1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is

- reimbursed, shall be payable from the State Highway Supplementary Fund (400).
2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.

C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

### **Section 7. State and Local Agency Commitments**

The Scope of Work (Exhibit A) describes the work to be performed.

#### **A. Design [if applicable]**

1. If the work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State shall comply with the following requirements, as applicable:
  - a. perform or provide the Plans, to the extent required by the nature of the work.
  - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
  - c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
  - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
  - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
  - f. provide final assembly of Plans and contract documents.
  - g. be responsible for the Plans being accurate and complete.
  - h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

#### **B. Construction [if applicable]**

1. If the work includes construction, the State shall perform the construction in

accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.

2. The State is the responsible party:
  - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
  - b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
    - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
    - (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
    - (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the work under this project if no additional federal-aid funds will be made available for the project.
  - c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

## **Section 8. ROW Acquisition and Relocation**

If the Project includes right of way, prior to this project being advertised for bids, the State 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.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are 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 Manual. The manual is located at [http://www.dot.state.co.us/ROW\\_Manual/](http://www.dot.state.co.us/ROW_Manual/).

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

## **Section 9. Utilities**

If necessary, the State 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 State will certify in writing that all such clearances have been obtained.

## **Section 10. Railroads**

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

#### **Section 11. Environmental Obligations**

The State 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 12. Maintenance Obligations**

The Local Agency will maintain and operate the improvements constructed under this agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The Local Agency will make proper provisions for such maintenance obligations each year. Only improvements maintained by the State are the ramps to I-70 as described in **Exhibit A**. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

#### **Section 13. Record Keeping**

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this 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 State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

#### **Section 14. Termination Provisions**

This agreement may be terminated as follows:

A. Termination for Convenience. The State may terminate this agreement at any time the State determines that the purposes of the distribution of moneys under the 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 agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this 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 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.

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 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 agreement had been terminated for convenience, as described herein.

#### **Section 15. Legal Authority**

The Local Agency warrants that it possesses the legal authority to enter into this 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 agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

#### **Section 16. Representatives and Notice**

The State will provide liaison with the Local Agency through the State's Region Director, Region 3, South 6<sup>th</sup> Street, #317, Grand Junction, Colorado 81501. Said Region Director will also be responsible for coordinating the State's activities under this 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 the State:  
Jason Smith, P.E.  
CDOT Region 3

If to the Local Agency:  
Trent Prall  
City of Grand Junction



222 South 6<sup>th</sup> St., #317  
Grand Junction, Colorado 81501  
970-638-6208  
jasonc.smith@state.co.us

250 North 5<sup>th</sup> Street  
Grand Junction, Colorado 81501  
970-256-4047  
trentonp.gjcity.org

#### **Section 17. Successors**

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

#### **Section 18. Third Party Beneficiaries**

It is expressly understood and agreed that the enforcement of the terms and conditions of this 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 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 agreement shall be deemed an incidental beneficiary only.

#### **Section 19. Governmental Immunity**

Notwithstanding any other provision of this agreement to the contrary, no term or condition of this 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 20. Severability**

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this 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 21. Waiver**

The waiver of any breach of a term, provision, or requirement of this 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 22. Entire Understanding**

This 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 23. Survival of Agreement Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the 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 24. Modification and Amendment**

This 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 agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

### **Section 25. Disputes**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this 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 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 agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 26. SIGNATURE PAGE  
SRM# 331001107

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

\* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p><b>THE LOCAL AGENCY</b> City of Grand Junction</p> <p>Print: <u>RICH ENGLEHART</u></p> <p>Title: <u>CITY MANAGER</u></p> <p><u>[Signature]</u> Signature</p> <p>Date: <u>4/18/14</u></p>	<p><b>STATE OF COLORADO</b></p> <p>John W. Hickenlooper, GOVERNOR Colorado Department of Transportation Donald E. Hunt, Executive Director</p> <p><u>[Signature]</u> By: Scott McDaniel, P.E., Acting Chief Engineer</p> <p>Date: <u>4.23.2014</u></p>
<p>2nd The Local Agency Signature if Needed</p> <p>By: _____</p> <p>Title: _____</p> <p>_____ *Signature</p> <p>Date: _____</p>	

**ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

By: N/A

Colorado Department of Transportation

Date: \_\_\_\_\_

# SCOPE OF WORK

Exhibit A – Scope, Schedule, and Budget Developed by CDOT

<b>PROJECT SCOPE</b>	
Project Name: I-70 at Horizon Drive (Exit 31) Interchange Improvements	
State Highway/Interstate: I-70	Mileposts (Begin/End): Exit 31
Project Limits (i.e. from county or cross street, if applicable): I-70 at Horizon Drive (Exit 31) Ramp Termini	
<p>The existing Interchange was constructed in the 1960's and is a conventional diamond interchange with Horizon Drive at grade and the I-70 in an elevated configuration. Horizon Drive is a four lane arterial with center turn lane complete with sidewalks. The north side ramps are served by a three phase signal and the south side ramps are served by another three phase signal. Adding to the complexity of the intersection is another close intersection with Visitors Way and Horizon 70 Court (access to the Double Tree hotel) that is also signalized. All three signals are proposed to be replaced with two, two lane roundabouts. This project does not require any modification to the existing I-70 structure.</p> <p>Anticipated traffic volumes are projected to double by 2035, so long term traffic solutions are needed to safely handle vehicular, transit, bicycle and pedestrian movements. The proposed roundabouts will accommodate the projected growth and are key to the long term economic vitality of the corridor by reducing delays and increasing safety for all modes of transportation.</p> <p>The I-70 interchange reconstruction effort will be the keystone project that would lead to overall Horizon Drive improvements. Beautification, traffic flow and safety of the Horizon Drive corridor are high priorities of both the Horizon Drive Business Improvement District and the City of Grand Junction. Overall improvement plans for the 1.6 mile corridor include medians, detached sidewalks, bike lanes pedestrian crossings, access control, intersection upgrades and landscaping. The scope of this project is limited to the area shown below:</p>	
	

Safety      People      Integrity      Customer Service      Excellence      Respect

More detailed project scoping is provided below:

**Asphalt.** The existing asphalt in the areas of the roundabouts are proposed to be replaced with approximately 5800 square yards of concrete. Other remaining asphalt is not proposed to be replaced as part of this project.

**Curb and Gutter.** There is 3,155 linear feet of curb gutter that will be replaced as necessary for the roundabouts and adjacent geometric adjustments to the roadway. 9,400 linear feet of additional curb and gutter is proposed.

**Sidewalks.** As most of the sidewalk in this area was updated in 2007 as part of an interchange beautification project, most of the sidewalk will remain as it is not in need of updating at this time except for accommodation of the roundabouts.

**Landscaping.** The 4,451 square yards of existing landscaping and associated irrigation systems that were installed in 2007 will remain as it is not in need of updating at this time except for accommodation of the roundabouts. An additional 8,300 square yards of landscaping will be provided in the center of the two roundabouts.

**Drainage facilities.** The north intersection is serviced by a 24 inch reinforced concrete pipe and four inlets. The southern intersections are served by more 24 inch reinforced concrete pipe and three conventional inlets and an area Drain. The primary 48 inch Drainage runs to the east of the proposed work. Only minor additional drainage facilities are anticipated.

**Traffic Signals.** The three signals to be eliminated consist of 6 traffic signal poles, 9 arms and 29 heads of various vintages along with two traffic signal cabinets and associated controllers. All of the equipment will be removed and salvaged as part of this project.

**Street Lights.** The six "cobra" style lights that are on top of the existing signal poles will be replaced with eight street lights. An additional 10 pedestrian lights will be added to the eight historical style "acorn" pedestrian lights that were installed in 2007 as part of the beautification project. LED technology will be reviewed for this project to help reduce long term maintenance expenses.

**Electrical Facilities.** As the existing underground was replaced in 2010, Xcel Energy does not plan to upgrade the electrical feeds. One pullbox on the southwestern corner of the southern roundabout may need to be relocated.

**Sanitary Sewer Facilities.** The City of Grand Junction has rehabilitated with cured-in-place pipe all of the infrastructure in this area in 2011 and therefore no additional work is anticipated other than bringing manholes to grade.

**Domestic Water Facilities.** Ute Water Conservancy District has a 10" water line that is proposed to be replaced during this project. The cost of that replacement is to be borne by the district and is not a project cost.

**RESOLUTION NO. 11-14**

**A RESOLUTION ENTERING INTO AN AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR WORK ON THE I-70 AT HORIZON DRIVE (EXIT 31) INTERCHANGE IMPROVEMENTS PROJECT, AUTHORIZING CITY MATCHING FUNDS AND INKIND SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION**

**Recitals:**

The City has requested funds from the Colorado Department of Transportation's (CDOT) Responsible Acceleration of Maintenance and Partnerships (RAMP) program to construct two roundabouts at the ramp termini replacing the three signals improving not only vehicular traffic circulation but also bike and pedestrian access and safety.

RAMP program funds were awarded by CDOT for the project and are documented through an Intergovernmental Agreement (IGA) between the Colorado Department of Transportation (CDOT) and the City of Grand Junction. The Project Number is PROJECT NHPP 0701-223 (19911) and is referred to as RAMP 3-24. A total amount of \$5,250,000 is awarded for the project from the Program and pursuant to the IGA, the City must contribute 20% matching funds in the amount of \$1,050,000.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:**

State RAMP program funds in the amount of \$4,200,000 awarded toward the I-70 at Horizon Drive (Exit 31) Interchange Improvements Project are hereby accepted and that the City Manager is hereby authorized to expend \$1,050,000 in matching funds for the project. The City Manager is authorized to execute and enter into the Intergovernmental Agreement with the Colorado Department of Transportation.

PASSED AND APPROVED this 16<sup>th</sup> day of April, 2014.



Sam Susuras  
President of the Council

ATTEST:



Stephanie Tuin  
City Clerk





**COLORADO**  
Department of Transportation  
Center for Procurement and Contract Services

4201 E. Arkansas Ave., Ste. 262  
Denver, CO 80222  
303.757.9163

September 20, 2015

City of Grand Junction  
Trent Prall, Engineering Manager  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**RE: Amendment #1 to Project NHPP 0701-223 (19911) to add funds**

Dear Trent:

Per my email dated September 16, 2015, I am enclosing an original, fully executed copy of the Amendment #1 for the above referenced Project for your records.

If you have any questions or need additional assistance regarding the contract document, feel free to contact me at 303-757-9351. Thanks for all of your help and apologies for the delay in getting this original back to you, Trent.

Sincerely,

Wendy M. Allspaugh  
Contract Administrator  
CDOT Procurement Services

**AGREEMENT AMENDMENT**

Amendment No.:	Original Agreement Routing No.:	Amendment Routing No.:
1	NA	14-HA3-XC-00177

- 1. PARTIES**

This Amendment to the above-referenced Original Agreement (hereinafter called the "Agreement") is entered into by and between City of Grand Junction (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Transportation, (hereinafter called "CDOT").
- 2. EFFECTIVE DATE AND ENFORCEABILITY**

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.
- 3. FACTUAL RECITALS**

The Parties entered into the Agreement to construct the I-70 Exit 31 Roundabouts and Intersection Improvements.

The Parties agree to increase the Local Agency contribution by \$362,950.00, bringing the total cost of Local Agency contribution to the work to an amount not to exceed \$1,412,950.00.
- 4. CONSIDERATION – COLORADO SPECIAL PROVISIONS**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Agreement and any modification thereto were effective) as part consideration for this Amendment.
- 5. LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.
- 6. MODIFICATIONS**

The Amendment and all prior amendments thereto, if any, are modified as follows:

  - a. Section 4., B is deleted in its entirety and replaced with the following:

B. The Contribution shall not exceed \$1,412,950.00.

Construction Phase	
Local Agency Contribution	<b>\$1,412,950.00.</b>
  - b. Section 4., C is deleted in its entirety and replaced with the following:

C. Should the final construction cost be less than the estimated construction amount, the State shall reimburse the Local Agency 100% up to \$553,630.00, and thereafter 20% of any savings above that amount. Savings are defined as any amount less than the bid amount.
- 7. EFFECTIVE DATE OF AMENDMENT**



The effective date hereof is upon approval of the State Controller or their delegate.
- 8. ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Agreement or any amendment shall always control other provisions in the Agreement or any amendments.
- 9. AVAILABLE FUNDS**

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



\* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

STATE OF COLORADO John W. Hickenlooper, GOVERNOR	
<p><b>THE LOCAL AGENCY</b> City of Grand Junction</p> <p>By: Tim Moore Title: Interim City Manager</p> <p> *Signature</p> <p>Date: <u>8-21-15</u></p>	<p><b>Colorado Department of Transportation</b> Shailen P. Bhatt, Executive Director</p> <p> By: Joshua Lipply, P.E., Chief Engineer</p> <p>Date: <u>8/27/2015</u></p>
<p><b>2nd The Local Agency Signature (if Needed)</b></p> <p>By: Title:</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p><b>LEGAL REVIEW</b> Cynthia H. Coffman, Attorney General</p> <p>_____ By: Assistant Attorney General</p> <p>Date: _____</p>

**ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

<p><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p>By: <u>NA</u> Colorado Department of Transportation</p> <p>Date: _____</p>
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RESOLUTION NO. 38-15

**A RESOLUTION AMENDING AN AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR WORK ON THE I-70 AT HORIZON DRIVE (EXIT 31) INTERCHANGE IMPROVEMENTS PROJECT, AUTHORIZING CITY MATCHING FUNDS AND AUTHORIZING THE CITY MANAGER TO SIGN AMENDMENT #1 TO THE APRIL 23, 2014 INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION**

Recitals:

The City has requested funds from the Colorado Department of Transportation's (CDOT) Responsible Acceleration of Maintenance and Partnerships (RAMP) program to construct two roundabouts at the ramp termini replacing the three signals improving not only vehicular traffic circulation but also bike and pedestrian access and safety.

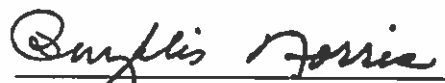
RAMP program funds were awarded by CDOT for the project and are documented through an Intergovernmental Agreement (IGA) between the Colorado Department of Transportation (CDOT) and the City of Grand Junction dated April 23, 2014. The Project Number is PROJECT NHPP 0701-223 (19911) and is referred to as RAMP 3-24. Based on actual bids received the April 23, 2014 IGA is revised by this IGA Amendment #1 increasing the City's participation in the construction phase to \$1,412,950. Including ROW, the total City contribution of matching funds is \$1,708,650 toward the \$6,608,000 project.

Pursuant the IGA Amendment #1, should the final construction cost be less than the estimated construction amount, the State shall reimburse the City 100% up to \$553,630, and thereafter 20% of any savings above that amount.


NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

State RAMP program funds in the amount of \$4,623,000 awarded toward the I-70 at Horizon Drive (Exit 31) Interchange Improvements Project are hereby accepted and that the City Manager is hereby authorized to expend \$1,708,650 in matching funds for the project and specifically \$1,412,950 towards construction. The City Manager is authorized to execute and enter into the Intergovernmental Agreement with the Colorado Department of Transportation.

PASSED AND APPROVED this 19<sup>th</sup> day of August, 2015.

  
Phyllis Norris  
President of the Council

ATTEST:

  
Stephanie Hain  
City Clerk

