

To access the Agenda and Backup Materials electronically, go to www.gjcity.org



**CITY COUNCIL AGENDA
CITY HALL AUDITORIUM, 250 NORTH 5TH STREET**

MONDAY, JANUARY 4, 2010, 7:00 P.M.

Call to Order

Pledge of Allegiance
Invocation – Moment of Silence

Appointments

Grand Junction Housing Authority

Historic Preservation Board

Public Finance Corporation

Certificates of Appointments

Downtown Development Authority/Downtown Grand Junction Business Improvement District

Council Comments

Citizen Comments

*** Indicates New Item

® Requires Roll Call Vote

***** CONSENT CALENDAR ***®****1. Minutes of Previous Meetings [Attach 1](#)**

Action: Approve the Minutes of the December 14, 2009 Special Session and the Minutes of the December 14, 2009 Regular Meeting

2. 2010 Meeting Schedule and Posting of Notices [Attach 2](#)

State Law requires an annual designation of the City's official location for the posting of meeting notices. The City's Code of Ordinances, Sec. 2.04.010, requires the meeting schedule and the procedure for calling special meetings be determined annually by resolution.

Resolution No. 01-10—A Resolution of the City of Grand Junction Designating the Location for the Posting of the Notice of Meetings, Establishing the 2010 City Council Meeting Schedule, and Establishing the Procedure for Calling of Special Meetings for the City Council

®Action: Adopt Resolution No. 01-10

Staff presentation: Stephanie Tuin, City Clerk

3. Setting a Hearing for the Trail Side Subdivision Rezone, Located at 381 31 5/8 Road [File #RZ-2009-136] [Attach 3](#)

Request to rezone 9.15 acres located at 381 31 5/8 Road, from an R-5 (Residential 5 du/ac) zone district to an R-8 (Residential 8 du/ac) zone district.

Proposed Ordinance Rezoning the Property Known as the Trail Side Subdivision from R-5, Residential 5 Units per Acre, to R-8, Residential 8 Units per Acre, Located at 381 31 5/8 Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for January, 20, 2010

Staff presentation: Brian Rusche, Senior Planner

4. Construction Contract for Canary Lane Sewer Improvement District (SID) [Attach 4](#)

Upon completion of the Canary Lane ID project, sewer service from the Persigo System will be made available to 34 properties.

This is one of four system expansion and collection system upgrade/rehabilitation projects planned in the Persigo System in 2010 utilizing Build America Bonds. These projects were included in the ARRA fund application earlier in 2009. The City was not successful in securing ARRA funds but is taking advantage of low interest Build America Bonds to provide stimulus to the contracting community.

Action: Authorize the City Manager to Execute a Construction Contract for the Canary Lane Sewer Improvement District with MA Concrete Construction Inc. in the Amount of \$745,259.77. Award is to be Contingent on Formation of the District by the Mesa County Board of County Commissioners

Staff presentation: Tim Moore, Public Works and Planning Director

5. **Construction Contract for the 2010 Waterline Replacement Project, Phase I** [Attach 5](#)

This project is Phase 1 of a three phase project to replace aging water lines in the City's water distribution system. The City of Grand Junction received a \$3.8 million low interest loan through the Colorado Water Resources and Power Development Authority (CWRPDA) to fund these waterline replacement projects.

These projects were included with the City's unsuccessful application for ARRA funds earlier this year. The City has continued to move forward with the projects utilizing the CWRPDA loan in an effort to provide stimulus to the construction community.

Action: Authorize the City Manager to Sign a Construction Contract with M.A. Concrete Construction, Inc. of Grand Junction, Colorado for the 2010 Waterline Replacement Project – Phase 1 in the Amount of \$1,230,831.00

Staff presentation: Tim Moore, Public Works and Planning Director

6. **Purchase of Type III Ambulance** [Attach 6](#)

Purchase of a Type III Ambulance from Life Line Emergency Vehicles. This is a scheduled replacement of an existing ambulance unit out of the City's fleet for use by the Grand Junction Fire Department.

Action: Authorize the Purchasing Division to Award a Contract to Life Line Emergency Vehicles through Rocky Mountain Emergency Vehicles of Denver, Colorado in the Amount of \$157,770 for the Purchase of a Type III Ambulance for the Grand Junction Fire Department

Staff presentation: Ken Watkins, Fire Chief
John Howard, EMS Division Chief

7. **Re-Chassis Two Fleet Ambulances** [Attach 7](#)

Purchase of two ambulance chassis from Life Line Emergency Vehicles. This purchase will provide new chassis for two ambulance units currently in the City's fleet that have experienced significant out-of-service time due to chronic mechanical failures of the chassis. The City has obtained \$102,527 from State EMS grant funds to use towards this purchase.

Action: Authorize the Purchasing Division to Award a Contract to Life Line Emergency Vehicles through Rocky Mountain Emergency Vehicles of Denver, Colorado in the Amount of \$201,982 for the Purchase of Two Chassis and the Remount of Two Ambulances for the Grand Junction Fire Department

Staff presentation: Ken Watkins, Fire Chief
John Howard, EMS Division Chief

***** END OF CONSENT CALENDAR *****

***** ITEMS NEEDING INDIVIDUAL CONSIDERATION *****

8. **Public Hearing—Create Alley Improvement District ST-10** [Attach 8](#)

A successful petition has been submitted requesting a Local Improvement District be created to reconstruct the following alley:

- East/West Alley from 11th to 12th, between Belford Avenue and North Avenue

Resolution No. 02-10—A Resolution Creating and Establishing Alley Improvement District No. ST-10 within the Corporate Limits of the City of Grand Junction, Colorado, Authorizing the Reconstruction of Certain Alleys, Adopting Details, Plans and Specifications for the Paving Thereon and Providing for the Payment Thereof

®Action: *Adopt Resolution No. 02-10*

Staff presentation: Tim Moore, Public Works and Planning Director

9. **Intergovernmental Agreement with CDOT for the Construction of the 29 Road and I-70B Interchange** [Attach 9](#)

The City and County have completed a Feasibility Study and Environmental Assessment for the proposed interchange connection of 29 Road and I-70B according to CDOT's 1601 Interchange Approval Process. The 1601 process requires that the City and CDOT enter into an Intergovernmental Agreement (IGA) to define the responsibilities for the construction and maintenance of the facilities associated with this interchange.

The cost for the work included in this Agreement is \$158,351.

Resolution No. 03-10—A Resolution Authorizing an Intergovernmental Agreement between the City of Grand Junction and the Colorado Department of Transportation (CDOT) Regarding I-70B and 29 Road Interchange

®Action: *Adopt Resolution No. 03-10*

Staff presentation: Tim Moore, Public Works and Planning Director

10. **Amendment #4 of Engineering Services Contract with Jacobs Carter Burgess (formerly Carter and Burgess) for the 29 Road and I-70B Interchange Project** [Attach 10](#)

This amendment will add scope of work to the original engineering services contract for the 29 Road and I-70B Interchange Project to include limited construction services during the upcoming Interchange Phase, preparation of additional design documents required by CDOT and the UPRR, and production of an additional set of bid documents. The total cost of this contract amendment is \$383,468, which will be split by the City and County. The City's share of the cost is \$191,734.

Action: Authorize the City Manager to Amend the Engineering Services Contract for the 29 Road and I-70B Interchange Project with Jacobs Carter Burgess for a Total Fee of \$2,975,978 thereby Increasing the Contract by \$383,468

Staff presentation: Tim Moore, Public Works and Planning Director

11. **Non-Scheduled Citizens & Visitors**
12. **Other Business**
13. **Adjournment**

Attach 1
Minutes

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

DECEMBER 14, 2009

The City Council of the City of Grand Junction, Colorado met in Special Session on Monday, December 14, 2009 at 11:30 a.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Tom Kenyon, Bill Pitts, Linda Romer Todd, and President of the Council Bruce Hill. Councilmember Gregg Palmer was absent. Also present was City Attorney John Shaver.

Council President Hill called the meeting to order.

Councilmember Coons moved to go into Executive Session for discussion of personnel matters under Section 402 (4)(f)(I) of the Open Meetings Law Relative to City Council Employees Specifically the City Attorney and they will not be returning to open session. Councilmember Beckstein seconded the motion. The motion carried.

The City Council convened into executive session at 11:41 a.m.

Stephanie Tuin, MMC
City Clerk

**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING**

December 14, 2009

The City Council of the City of Grand Junction convened into regular session on the 14th day of December 2009 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Tom Kenyon, Gregg Palmer, Bill Pitts, and Council President Bruce Hill. Councilmember Linda Romer Todd was absent. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and Deputy City Clerk Juanita Peterson.

Council President Hill called the meeting to order. Councilmember Kenyon led in the Pledge of Allegiance followed by a moment of silence.

Proclamations

Proclaiming December 15, 2009 as “Bill of Rights Day” in the City of Grand Junction

Proclaiming December 18, 2009 as “International Day of the Migrant” in the City of Grand Junction

Appointments

Councilmember Palmer moved to appoint Kevin Reimer to the Downtown Development Authority/Downtown Grand Junction Business Improvement District for a term to expire June, 2013. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

Certificates of Appointments

Lyn Benoit, Gregory Williams, Rob Burnett, Richard Schoenrad, and Ebe Eslami were present to receive their Certificates of Appointment to the Planning Commission/Zoning Board of Appeals

Council Comments

There were none.

Citizen Comments

There were none.

CONSENT CALENDAR

Councilmember Coons read the Consent Calendar and then moved to approve items #1 through #8. Councilmember Kenyon seconded the motion. Motion carried by roll call vote.

1. **Minutes of Previous Meetings**

Action: Approve the Minutes of the November 30, 2009 Regular Meeting and the Minutes of the November 30, 2009 and December 2, 2009 Special Sessions

2. **Setting a Hearing Zoning the LaHue Annexation, Located at 514 Morning Glory Lane** [File #ANX-2009-214]

A request to zone the 0.32 acre LaHue Annexation, located at 514 Morning Glory Lane to R-8 (Residential 8 du/ac).

Proposed Ordinance Zoning the LaHue Annexation to R-8 (Residential 8 DU/Acre), Located at 514 Morning Glory Lane

Action: Introduction of a Proposed Ordinance and Set a Hearing for January 6, 2010

3. **Setting a Hearing for the James Annexation, Located at 514 30 Road** [File #ANX-2009-241]

A request to annex 1.29 acres, located at 514 30 Road. The James Annexation consists of one parcel.

a. **Referral of Petition, Setting a Hearing and Exercising Land Use Jurisdiction**

Resolution No. 95-09—A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, and Exercising Land Use Control, James Annexation, Located at 514 30 Road

b. **Setting a Hearing on Proposed Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, James Annexation, Approximately 1.29 Acres, Located at 514 30 Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for February 1, 2010

4. **Amended Property Tax Resolution for the Ridges Metropolitan District for Levy Year 2009**

The original resolution that set the mill levies of the Ridges Metropolitan District needs to be re-authorized due to the Amended Certification of Values received from the County on December 1, 2009. The Ridges levy is assessed for the debt service only.

Resolution No. 96-09—A Resolution Ratifying the Levying of Taxes by Resolution No. 94-09 for the Year 2009 in the Ridges Metropolitan District

Action: Adopt Resolution No. 96-09

5. **2010 Mesa County Animal Control Services Agreement**

The City of Grand Junction has an ongoing, annually renewable agreement with Mesa County for animal control services within the City limits. The City pays the County a percentage of the Mesa County Animal Services' budget based upon the City's percentage of total calls for service.

Action: Approve and Authorize the Mayor to Sign the 2010 Agreement between Mesa County and the City of Grand Junction Pertaining to Animal Services

6. **Website Services Contract Renewal for the Visitor and Convention Bureau**

This is the fifth and final year of the contract originally approved by Council on September 21, 2005 that resulted from the RFQ/RFP issued in 2005. The contract for website services is renewed annually in conjunction with adoption of the City's annual budget and the VCB's Marketing Plan for the upcoming year. VCB staff is requesting approval by Council of the 2010 Contract with Miles Media Group for website services.

Action: Authorize the City Manager to Execute a Contract with Miles Media Group in the Amount of \$150,000 for Advertising Services for the Period January 1, 2010 – December 31, 2010

7. **Advertising Services Contract Renewal for the Visitor and Convention Bureau**

This is the fifth and final year of the contract originally approved by Council on September 21, 2005 that resulted from the RFQ/RFP issued in 2005. The contract for advertising services is renewed annually in conjunction with adoption of the City's annual budget and the VCB's Marketing Plan for the upcoming year. VCB staff is requesting approval by Council of the 2010 Contract with Hill Marketing for advertising services.

Action: Authorize the City Manager to Execute a Contract with Hill Marketing in the Amount of \$415,000 for Advertising Services for the Period January 1, 2010 – December 31, 2010

8. **521 Drainage Authority Revised IGA**

A revised Intergovernmental Agreement (IGA) to allow the Authority to take over Grand Junction's Colorado Discharge Permit System (CDPS) Stormwater Discharge Permit and to provide greater enforcement capability on construction sites.

Action: Authorize the Mayor to Sign the Revised IGA on Behalf of the City of Grand Junction

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Public Hearing—Matthews Enclave Annexation and Zoning, Located along the Colorado River West of 25 Road and South of the Riverside Parkway [File #ANX-2009-209]

A request to annex 10.53 acres of enclaved property, including 0.83 acres of public right-of-way located along the Colorado River west of 25 Road and south of the Riverside Parkway. The Matthews Enclave consists of one privately-owned parcel and portions of two publicly-owned parcels, which are requested to be zoned CSR (Community Services and Recreation) zone district.

Under the 1998 Persigo Agreement with Mesa County the City is to annex all enclave areas within five (5) years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years. The Matthews Enclave has been enclaved since January 16, 2005.

The public hearing was opened at 7:21 p.m. Brian Rusche, Senior Planner, presented this item. He described the request, the site, and the location. He asked that the Staff Report and attachments be entered into the record. The request meets the criteria of the Zoning and Development Code and the Planning Commission has recommended approval.

There were no public comments.

The public hearing was closed at 7:22 p.m.

a. Annexation Ordinance

Ordinance No. 4398—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Matthews Enclave Annexation, Located along the Colorado River West of 25 Road and South of the Riverside Parkway, Consisting of Approximately 10.53 Acres

b. Zoning Ordinance

Ordinance No. 4399—An Ordinance Zoning the Matthews Enclave Annexation to CSR (Community Services and Recreation), Located along the Colorado River West of 25 Road and South of the Riverside Parkway

Councilmember Kenyon moved to adopt Ordinance Nos. 4398 and 4399 and ordered them published. Councilmember Pitts seconded the motion. Motion carried by roll call vote.

Persigo Energy Performance Contract Project Proposal

Staff will present the facility improvement measures recommended by the technical energy audit completed for Persigo Wastewater facility and the proposed Performance Contract with Johnson Controls, Inc. (JCI) to implement the measures.

Greg Trainor, Utilities, Streets and Facilities Director, introduced Staff and gave a background on the operating system improvements for 2010. He said that Staff was here to talk about the continuation of improvements for the City of Grand Junction. The Johnson Controls Contract will add to additional work planned for 2010. The improvements include compressed natural gas, fuel for trash trucks, a CNG fill station along with other improvements.

Terry Franklin, Utilities, Streets, and Facilities Deputy Director, talked about energy, compact fluorescent bulbs, and water. He asked that Council authorize this contract with Johnson Controls so that the Persigo plant will benefit from the energy savings that other City facilities have had in the past year. The contract includes replacing nine air handling units, 514 lighting fixtures inside and outside will be replaced, major street lights will be upgraded, and water conservation measures will be employed by retro fitting toilets and sinks.

Councilmember Palmer asked if the pay-off time frame is fifteen years as he thinks this is a long period of time. Mr. Franklin replied that yes, it is standard as that was the agreement set for pay off with the other City facilities upgrades. Although the City could pay this off in a shorter amount of time, the energy cost savings realized will pay for all these projects in a fifteen year time frame. The majority of the savings will be in the

heating unit upgrades. Councilmember Palmer asked, when calculating the net cost savings over the next fifteen years, has maintenance, repair, and replacement for these upgrades been taken into consideration or does this just account for the initial replacements? Mr. Franklin replied that it is just for the initial upgrades, although with the new heating units there will not be a lot of maintenance involved.

Councilmember Coons asked if this contract was in the 2010 budget. Mr. Franklin responded that this had been included in the budget.

Councilmember Palmer moved to authorize the City Purchasing Division to enter into a contract with Johnson Controls, Inc. (JCI) in the amount of \$505,296 for the completion of the Persigo Wastewater Facility Energy Performance Contract. Councilmember Beckstein seconded the motion. Motion carried.

800 MHz Radio Purchase with Motorola (Sole Source)

The Grand Junction Regional Communications Center (GJRCC) has completed upgrading the existing radio towers to 800MHz. This action will allow public safety system users on the valley floor to use the State of Colorado Digital Trunked Radio System. Funds in the amount of \$1,083,152 have been awarded through grants, seized funds and budgeted funds, for the purchase of portable and mobile radios. Because only partial funding was available, the GJRCC staff and the Grand Junction Emergency Telephone Service Authority Board (ETSAB) have developed a transition plan that will convert the following agencies, in part, to 800 MHz; Grand Junction Police and Fire, Mesa County Sheriff, Fruita Police, Collbran Marshal, DeBeque Marshal, Palisade Police, and the GJRCC.

Troy Smith, Deputy Chief of Police, presented this item and said the GJ Regional Communication Center is preparing to upgrade their public safety radios. He gave a history of the background of the Communication Board's recommendation and purchase of the sole source with Motorola which are used by all emergency personnel. Over the past year and a half funding has been a priority to begin the transition to the new system. He asked that the funding be approved to continue this upgrade transition.

President of the Council Hill asked Deputy Chief Smith to go through the funding sources as it a very impressive list. Deputy Smith said there are nine different funding sources, \$100,000 from the American Recovery and Reinvestment Act (ARRA), \$100,000 from the Justice Assistance Grant (JAG), two local JAG grants that had remaining balances which will be put towards this purchase, \$300,000 from the Law Enforcement Forfeiture Fund, \$152,000 from the Grand Junction Regional Communication Budget, \$326,000 from the State's Homeland Security Fund, \$50,000 in the Police Operating Budget, and \$11,549 in the City's Fleet Equipment Replacement Fund.

Councilmember Kenyon congratulated Deputy Chief Smith on the assembly of the grants/funds and said he was happy to hear of the completion of the towers and asked how much more funding it will take for the City to achieve the goal so that Council can start to budget for this. Deputy Chief Smith stated that 680 portable radios are still needed to complete the need. For the mobile radios, 306 more are needed to complete the needs of the Police Department. There is a significant amount yet to be purchased and Staff intends to pursue some of the same grant funding in 2010. An assessment has been done by in-house radio technicians/state radio technicians and this assessment shows that an additional three more towers will be needed in the County in order to realize the same amount of coverage under the current system. The towers cost is approximately \$1 million a piece. The Communications Board has authorized the design and development of one of those three towers with existing funds in the 911 balance. This tower will be in Rabbit Valley. If this tower is completed in 2010, there will be approximately \$2 million left in infrastructure in addition to the radios still required.

Councilmember Palmer asked if there will be any dead spots or lapses in coverage because there will only be one tower built right now as opposed to the three proposed. Deputy Chief Smith answered yes, this will leave some dead spots. The Mesa County Sheriff's Department will be operating on both radio systems for a period of time in order to counteract this situation. Councilmember Palmer asked if there is a deadline on when the switch over must be complete. Deputy Chief Smith answered the deadline is January 1, 2013 which is when the existing VHF radio licenses will expire. Councilmember Palmer said Council then has until this date to budget for these expenditures. Deputy Chief Smith responded affirmatively.

Councilmember Coons asked if this is a collaborative effort with other agencies and the County. Deputy Chief Smith said other agencies are looking to their local budgets, although no funding has been provided currently. City Manager Laurie Kadrich has been meeting with other managers in the community and everyone is working together to get this project completed. Deputy Chief Smith clarified that the funds being requested will buy radios in part and transitionally for the GJ Police Department, GJ Fire Department, Mesa County Sheriff's Office, Fruita Police Department, the Collbran Marshall, the DeBeque Marshall, the Palisade Police Department, and the GJ Regional Staff (radios on the console). They will still have to operate on both systems for some Counties. Councilmember Coons asked about the State Patrol being on the same system. Deputy Chief Smith replied that they are on the State's radio system. The State Patrol has different requirements as they are rarely inside of buildings.

Councilmember Palmer asked if the City is able to buy these radios in bulk now and if, down the road, the pricing be secured throughout the completion of this transition? Deputy Chief Smith replied that this pricing is only secured through the end of 2009, although he is surmising that as technology increases every year, pricing tends to go down, so there may be a possibility of getting better pricing over the next three years.

Council President Hill thanked Deputy Chief Smith and said he appreciated the presentation. He asked if there were any further questions.

There were no further questions.

Councilmember Beckstein moved to authorize the City Purchasing Division to enter into a Contract/Purchase Order with Motorola to purchase 800 MHz radios in an amount not to exceed \$1,083,152. Councilmember Palmer seconded the motion. Motion carried.

Transportation Impact Fee Review

In December 2007 the City Council delayed the increase in Transportation Capacity Payments (TCP) for commercial and industrial development. The TCP is the City's transportation impact fee. With this action the City Council is to consider whether to further delay increasing the commercial and industrial fees.

Laurie Kadrach, City Manager, presented this item as it is more than a housekeeping measure. She reviewed the discussion of 2007 regarding the fees and how they were not enough at that time to address the escalating costs. There was a public hearing on this topic and the increase was granted for the residential fees. An increase in commercial and industrial fees, however, was not approved. Discussions and meetings were held but then due to the downturn of the economy at the end of 2008 no action was taken. A report was brought to Council during the budgeting process. Since then the question has come up by members of the community if the Council is going to implement this fee increase that could/should have been implemented in 2007? The purpose of the discussion tonight is to have closure on the 2007 proposal. City Manager Kadrach believes that the 2007 pricing would not be accurate as it was based on construction costs at that time. There has also been discussion that those fees should have been set higher, because of this the residential fee has been raised incrementally over what was recommended originally.

Council President Hill provided additional background of when the fees should have gone into effect. He stated discussion needs to be held to raise these fees, although he did not know if January 1, 2010 is the time to implement this increase. He said the 2010 budget was not based on that commercial increase going into effect next year either. City Manager Kadrach concurred, stating this was not budgeted for 2009 nor was there adjustments made for 2010.

Councilmember Beckstein asked for clarification on if this was a motion to continue the TCP discussion.

Council President Hill clarified that there was a motion made that if no additional action was taken, the increase would take effect January, 2009. However, it was never implemented and was not budgeted into the 2010 budget. This is a motion to consciously state that Council is aware that the TCP did not go into effect.

Councilmember Kenyon said he needed more clarification. City Manager Kadrich clarified by stating the motion that was made in December 2007 would have directed Staff to implement a fee increase in 2009, absent anything to change that, this fee should be implemented. City Manager Kadrich said this is a question left to Staff and the community is wondering when this will happen.

Councilmember Kenyon made a motion to further delay the increase for another year. Councilmember Coons seconded the motion.

Councilmember Palmer commented that he has long been an opponent to the TCP program because it was set up to help defray costs, and to cover actual costs of development so that commercial and industrial pay for the infrastructure that was necessary, and it has not done that. Knowing this, the rates have not been increased to cover what is required. He feels that the residents of the community are helping to subsidize this to a certain extent. There needs to be a realization that there is a cost for commercial and industrial development. There is work to be done with the stakeholders to understand the cost and that there is a fair and rightful charge to the developers. He is uncomfortable with the taxpayers having to subsidize these costs.

Councilmember Pitts asked if this was stated in an amount increase or a percentage increase? He feels inclined to agree with Councilmember Palmer's view. He also feels there should be action taken instead of discussion.

Councilmember Hill clarified for Councilmember Pitts that there was an affirmative motion that was supposed to have gone into effect January 2009 which, at that time was really a one year delay to analyze the situation. That did not happen because it was a busy year and for other various reasons. For 2010, the motion can be made to go with what the original vote was and continue the delay or defeat this motion. He stated that Councilmember Coons has a workshop scheduled for this upcoming January for further discussion about the fees and to gather more information in order to make this decision.

Roll was called on the motion. Motion carried 4 to 2 with Councilmembers Palmer and Pitts voting NO.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting was adjourned at 7:56 p.m.

Juanita Peterson, CMC
Deputy City Clerk



Date: December 22, 2009
 Author: Stephanie Tuin,
 Title/ Phone Ext: City Clerk, x1511
 Proposed Schedule: January
4, 2010

 2nd Reading
 (if applicable): NA

Attach 2
2010 Meeting Schedule and Posting of Notices

CITY COUNCIL AGENDA ITEM

Subject: 2010 Meeting Schedule and Posting of Notices
File # (if applicable):
Presenters Name & Title: Stephanie Tuin, City Clerk

Executive Summary:

State Law requires an annual designation of the City’s official location for the posting of meeting notices. The City’s Code of Ordinances, Sec. 2.04.010, requires the meeting schedule and the procedure for calling special meetings be determined annually by resolution.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Complying with State and local law in order to be able to conduct lawful City Council meetings so the City Council can continue to pursue the draft Comprehensive Goals and Policies.

Action Requested/Recommendation:

Adopt Resolution Designating the Posting Location for Notices and Setting the Meeting Schedule for City Council Meetings in 2010

Board or Committee Recommendation:

Not applicable

Background, Analysis and Options:

In 1991, the Open Meetings Law was amended to include a provision that requires that a "local public body" annually designate the location of the public place or places for

posting notice of meetings and such designation shall occur at the first regular meeting of each calendar year (24-6-402(2)(c) C.R.S.). The location designated is to be the glassed-in bulletin board outside the auditorium lobby at 250 N. 5th Street.

As of 1994, the revised City Code of Ordinances includes a provision whereby the City Council determines annually the City Council meeting schedule and the procedure for calling a special meeting.

In 2007, Resolution No. 137-07 adopted the new meeting schedule that regular meetings are the first and third Wednesday of each month, at the hour of 7:00 p.m., and the Monday preceding those Wednesdays, also at the hour of 7:00 p.m. which the exception of Mondays which are City holidays.

In 2010, there are several Monday meetings affected by holidays. The City Council will not meet on Monday, January 18; Monday, February 15; Monday, May 31; or Monday, July 5. In addition, the City Council has determined that the meeting of Wednesday, February 3 shall be cancelled. The City Council plans to hold a work session earlier that day.

There may be other meetings cancelled throughout the year depending on the number of items to be addressed by the City Council. The City Council will make that determination on an as needed basis and proper notice of such cancellations will be provided.

Financial Impact/Budget:

There is no financial impact or budget implications.

Legal issues:

Compliance with State and local law is required.

Other issues:

There are no other issues to consider.

Previously presented or discussed:

This has not been presented previously.

Attachments:

The proposed resolution

CITY OF GRAND JUNCTION

RESOLUTION NO. -10

A RESOLUTION OF THE CITY OF GRAND JUNCTION
DESIGNATING THE LOCATION FOR THE POSTING OF THE NOTICE OF MEETINGS,
ESTABLISHING THE 2010 CITY COUNCIL MEETING SCHEDULE, AND
ESTABLISHING THE PROCEDURE FOR CALLING OF SPECIAL MEETINGS
FOR THE CITY COUNCIL

Recitals.

The City Council of the City of Grand Junction is a "local public body" as defined in C.R.S. §24-6-402 (1)(a).

The City Council holds meetings to discuss public business.

The C.R.S. §24-6-402 (2)(c) provides that "Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than 24 hours prior to the holding of the meeting. The public place or places for posting of such notice shall be designated annually at the local public body's first regular meeting of each calendar year".

The Grand Junction Code of Ordinances, Section 2.04.010, provides that the meeting schedule and the procedure for calling of special meetings of the City Council shall be established by resolution annually.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO THAT:

1. The Notice of Meetings for the local public body shall be posted on the glassed-in exterior notice board at 250 N. 5th Street, City Hall.
2. The meeting schedule for the regular meetings of the City Council is the first and third Wednesday of each month, at the hour of 7:00 p.m. and the Monday preceding those Wednesdays, also at the hour of 7:00 p.m. which the exception of Mondays which are City holidays. In 2010, there are three City observed holidays that will affect City Council meetings, Monday, February 15, 2010; Monday, May 31, 2010; and Monday, July 5, 2010 so no meeting will be held on those days. The City Council has also canceled the City Council meeting the evening of Monday, January 18, 2010, due to it being Martin Luther King, Jr. Day.

3. Additional meetings may be cancelled dependent on the number of items coming before the City Council. The City Council will determine that on a case by case basis. Proper notification for any cancellations will be provided. The City Council has determined that the meeting for Wednesday, February 3, 2010 will be cancelled.

4. Additional special meetings may be called by the President of the City Council for any purpose and notification of such meeting shall be posted twenty-four hours prior to the meeting. Each and every member of City Council shall be notified of any special meeting at least twenty-four hours in advance.

Read and approved this ____ day of _____, 2010.

President of the Council

ATTEST:

City Clerk



Date: December 21, 2009
 Author: Brian Rusche
 Title/ Phone Ext: Senior Planner / 4058
 Proposed Schedule: January 4, 2010
 2nd Reading: January 20, 2010

Attach 3
Setting a Hearing for the Trail Side Subdivision
Rezone, Located at 381 31 5/8 Road

CITY COUNCIL AGENDA ITEM

Subject: Trail Side Subdivision Rezone, Located at 381 31 5/8 Road
File #: RZ-2009-136
Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary:

Request to rezone 9.15 acres located at 381 31 5/8 Road, from an R-5 (Residential 5 du/ac) zone district to an R-8 (Residential 8 du/ac) zone district.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Rezone of the 9.15 acres will provide additional housing near jobs and established neighborhoods, with access to major transportation routes.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types, and life stages.

Rezone of the 9.15 acres from R-5 to R-8 provides the opportunity for additional housing types to fill an unmet demand for housing, as identified in the Grand Valley Housing Strategy.

Action Requested/Recommendation:

Introduce a Proposed Ordinance and Set a Public Hearing for January 20, 2010.

Board or Committee Recommendation:

The Planning Commission recommended approval of the R-8 zone district at a public hearing on December 8, 2009.

Background, Analysis and Options: See attached.

Financial Impact/Budget: None.

Legal issues: None

Other issues: None.

Previously presented or discussed: No

Attachments:

Site Location Map / Aerial Photo Map

Future Land Use Map / Existing City and County Zoning Map

December 8, 2009 Planning Commission Minutes

Ordinance

BACKGROUND INFORMATION					
Location:		381 31 5/8 Road			
Applicant:		Ankarlo Hilldav LLC-Owner Davidson Homes-Representative			
Existing Land Use:		Vacant			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Residential/Church			
	South	Residential/Agriculture			
	East	Industrial			
	West	Residential/Vacant			
Existing Zoning:		R-5 (Residential 5 du/ac)			
Proposed Zoning:		R-8 (Residential 8 du/ac)			
Surrounding Zoning:	North	R-4 (Residential 4 du/ac), RSF-R (County)			
	South	AFT (County)			
	East	C-2 (General Commercial) I-1 (Light Industrial)			
	West	R-8 (Residential 8 du/ac)			
Growth Plan Designation:		Residential Medium (4-8 du/ac)			
Zoning within density range?		X	Yes		No

ANALYSIS:

1. Background

This area consists of 9.15 acres and was annexed December 4, 2005 as part of the Ankarlo Annexation and zoned R-4 (Residential 4 du/ac). It was subsequently platted on December 1, 2006 as Lot 2, Ankarlo Subdivision. The property was rezoned to R-5 (Residential 5 du/ac) on May 5, 2008, as part of a review of a Preliminary Subdivision Plan for development of the property. The Preliminary Subdivision Plan, consisting of 44 single-family lots for a density of 4.8 du/ac, was approved by the Planning Commission on May 27, 2008. This Plan is valid until May 27, 2010.

The applicant has requested that the property be rezoned from R-5 to R-8 (Residential 8 du/ac), in order to gain more flexibility in setback requirements and to allow for additional dwelling units. The applicant has submitted a revised development proposal (PFP-2008-321), which is currently under review.

2. Section 2.6.A of the Zoning and Development Code (Code)

In order to maintain internal consistency between this Code and the Zoning Maps, map amendments must occur only if:

1. *The existing zoning was in error at the time of adoption*

The existing zoning was not in error at the time of adoption. The property owner requested the R-5 zone district in conjunction with a Preliminary Subdivision Plan for the development of the property.

2. *There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth/growth trends, deterioration, development transitions, etc.;*

Since the property was rezoned to R-5 in May of 2008, the economic conditions within the Grand Valley have changed. In particular, there is a renewed focus on higher density development. The applicant cites the Grand Valley Housing Strategy Report, published April 30, 2009, which states "Over 90 percent of the acreage in the pipeline..." meaning awaiting approval or under construction, "...has a density of 5 units per acre or less." Furthermore, it states "Land for developments at 5 or more units per acre is well short of demand."

3. *The proposed rezone is compatible with the neighborhood, conforms to and furthers the goals and policies of the Growth Plan and other adopted plans and policies, the requirements of this Code, and other City regulations;*

The R-8 zone district is compatible with the neighborhood. The Future Land Use Map designates this area as Residential Medium (4-8 du/ac). The proposed River Trail Subdivision, located to the west, is zoned R-8 (Residential 8 du/ac) and has an approved density of 4.5 du/ac. Additional land has been annexed to the City west of River Trail (RQ Annexation) and zoned R-8 (effective November 6, 2009).

The R-8 zone district is in conformance with the following goals and policies of the Growth Plan and the Pear Park Neighborhood Plan:

Growth Plan:

Goal 5: To ensure that urban growth and development make efficient use of investments in streets, utilities and other public facilities.

Goal 11: To promote stable neighborhoods and land use compatibility throughout the community.

Goal 15: To achieve a mix of compatible housing types and densities dispersed throughout the community.

Pear Park Plan:

Goal 3, Land Use and Growth, Pear Park Neighborhood Plan: Establish areas of higher density to allow for a mix in housing options.

The Pear Park Plan, as amended April 20, 2005, designates this area "Residential Medium", with densities ranging from four to eight units per acre. The R-8 zone district falls within the "Residential Medium" density range.

In addition, the draft Comprehensive Plan continues to designate the property as Residential Medium (4-8 du/ac).

- 4. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of development allowed by the proposed zoning*

Adequate public facilities are available or will be made available at the time of development on the property. Water and sewer lines are located in 31 5/8 Road and are proposed to be extended into the development. A new regional lift station has been designed to serve the neighborhood and would be built in conjunction with development(s) south of D Road.

- 5. The supply of comparably zoned land in the surrounding area is inadequate to accommodate the community's needs*

The development pattern of Pear Park, east of 30 Road, is a mix of subdivisions developed within the County and new development annexed to the City since the Persigo Agreement in 1998. Several more subdivisions have been recently approved (since 2006), though few have been built.

The stated zone densities are in the 5 to 8 du/ac range, while the actual development rarely approaches 8 du/ac and, more often, is less than 5 du/ac.

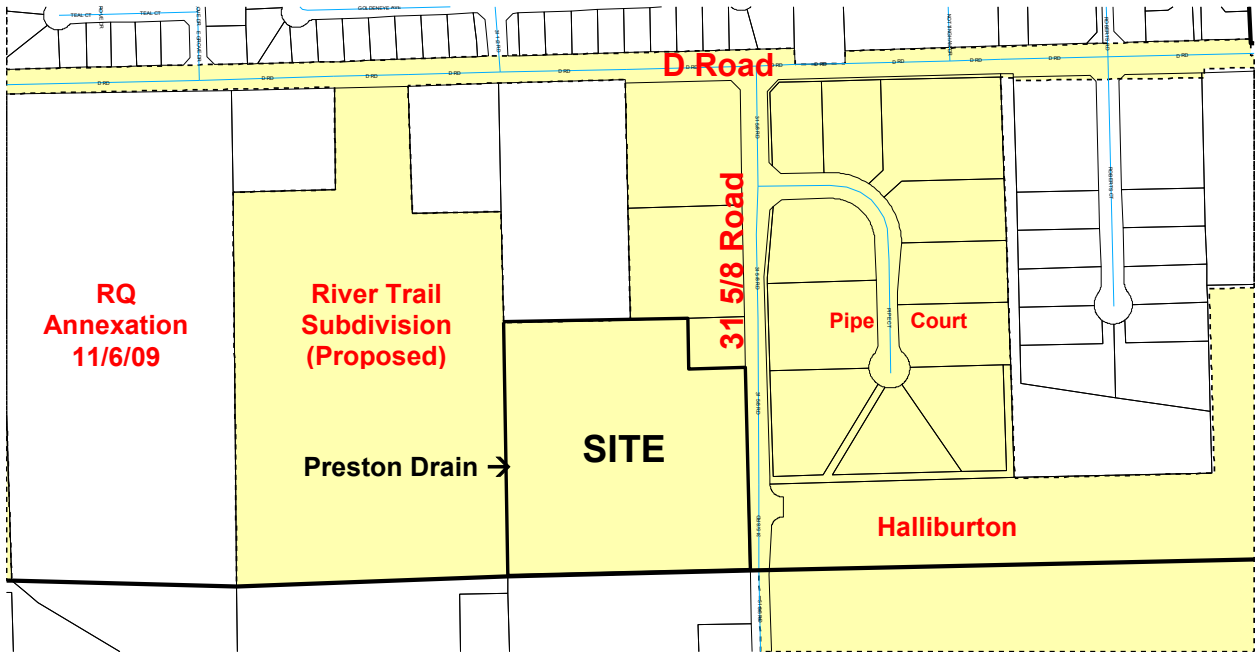
The findings of the Grand Valley Housing Strategy (April 2009) indicate that there is excess acreage in the 5 du/ac and lower density range, but a greater demand for development in the 5 du/ac and greater density range.

- 6. The community will benefit from the proposed zone*

The community will benefit from the proposed rezone, which will create more opportunity for additional density and variety of housing type, consistent with proposed developments adjacent to the subject property.

Site Location Map

Figure 1



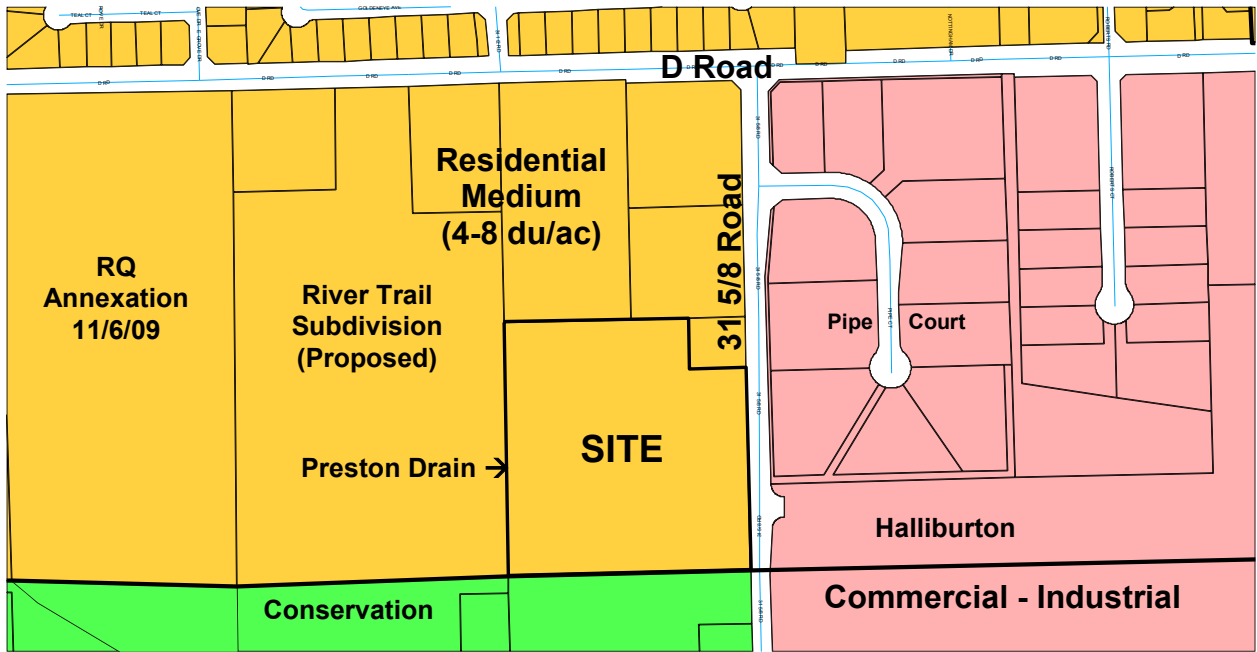
Aerial Photo Map

Figure 2



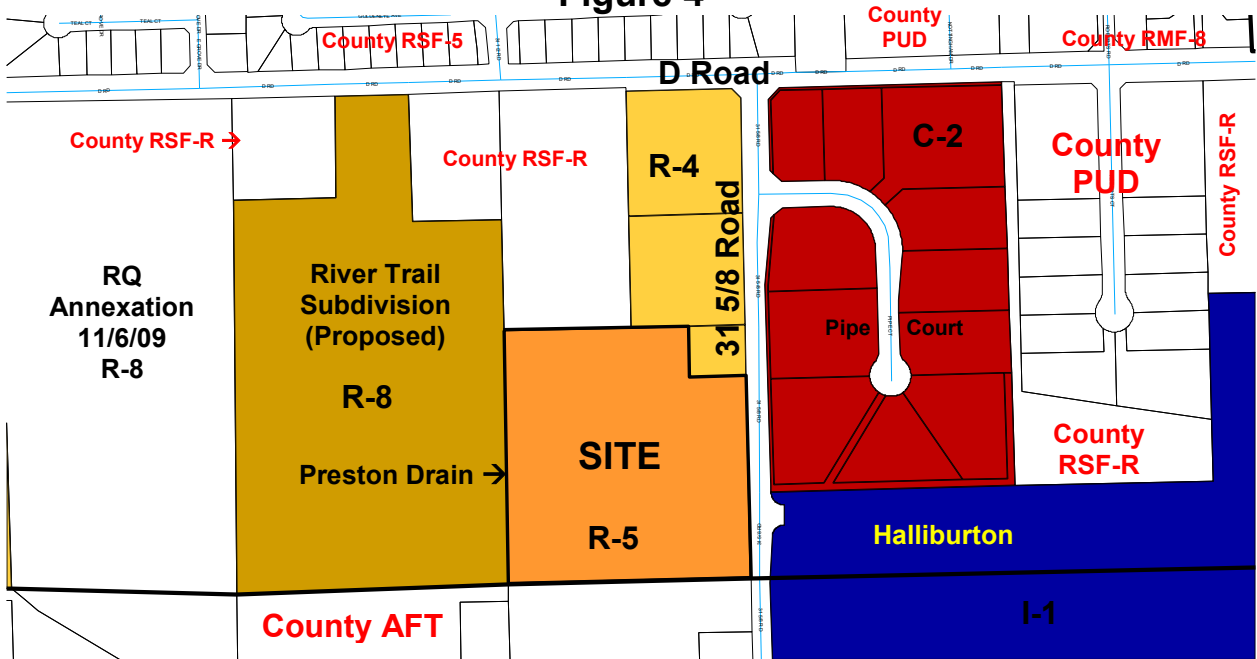
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



**GRAND JUNCTION PLANNING COMMISSION
DECEMBER 8, 2009 MINUTES
6:00 p.m. to 6:31 p.m.**

The regularly scheduled Planning Commission hearing was called to order at 6:00 p.m. by Chairman Cole. The public hearing was held in the City Hall Auditorium.

In attendance, representing the City Planning Commission, were Roland Cole (Chairman), Lynn Pavelka-Zarkesh, Patrick Carlow, Ebe Eslami, Mark Abbott, Richard Schoenrad (Alternate) and Rob Burnett (Alternate). Commissioners William Putnam (Vice-Chairman) and Reginald Wall were absent.

In attendance, representing the City's Public Works and Planning Department – Planning Division, were Lisa Cox (Planning Manager) and Brian Rusche (Senior Planner).

Also present was Jamie Beard (Assistant City Attorney).

Lynn Singer was present to record the minutes.

There were 6 interested citizens present during the course of the hearing.

ANNOUNCEMENTS, PRESENTATIONS AND/OR VISITORS

There were no announcements, presentations and/or visitors.

Consent Agenda

1. Minutes of Previous Meetings

Approve the minutes of the November 10, 2009 Regular Meeting.

2. Energy Center Enclave Annexation – Zone of Annexation (PULLED 11/26/09)

3. Trail Side Subdivision - Rezone

Request a recommendation of approval to City Council to rezone 9.15 acres from an R-5 (Residential 5 du/ac) to an R-8 (Residential 8 du/ac) zone district.

FILE #: RZ-2009-136
PETITIONER: Ankarlo HillDay, LLC
LOCATION: 381 31-5/8 Road
STAFF: Brian Rusche

4. TNG Subdivision – Rezone

Request a recommendation of approval to City Council to rezone 2.62 acres from an R-5 (Residential 5 du/ac) to a C-1 (Light Commercial) zone district.

FILE #: RZ-2008-378
PETITIONER: Bob Harris – Harris Realty Holdings, LLC
LOCATION: 29 Road & G Road
STAFF: Michelle Hoshide

5. LaHue Annexation – Zone of Annexation

Request a recommendation of approval to City Council to zone .293 acres from County RMF-8 (Residential Multi Family 8 du/ac) to a City R-8 (Residential 8 du/ac) zone district.

FILE #: ANX-2009-214
PETITIONER: Casey Clifford and Christian LaHue
LOCATION: 514 Morning Glory Lane
STAFF: Judith Rice

Chairman Cole briefly explained the Consent Agenda and invited the public, planning commissioners, and staff to speak if they wanted any item pulled for additional discussion. He announced that item 2 had been pulled. At public request, the Trail Side Subdivision Rezone, item 3, was pulled for a full hearing. After discussion, there were no objections or revisions received from the audience or Planning Commissioners on any of the remaining Consent Agenda items

MOTION: (Commissioner Eslami) “Mr. Chairman, I make a motion to approve 1, 4, 5 of Consent Agenda.”

Commissioner Pavelka-Zarkesh seconded the motion. A vote was called and the motion passed unanimously by a vote of 7 - 0.

Public Hearing Items

3. Trail Side Subdivision - Rezone

Request a recommendation of approval to City Council to rezone 9.15 acres from an R-5 (Residential 5 du/ac) to an R-8 (Residential 8 du/ac) zone district.

FILE #: RZ-2009-136
PETITIONER: Ankarlo HillDav, LLC
LOCATION: 381 31-5/8 Road
STAFF: Brian Rusche

STAFF’S PRESENTATION

Brian Rusche, Senior Planner, made a PowerPoint presentation regarding the Trail Side Subdivision Rezone. He reiterated that the request was for a rezone for approximately 9.15 acres which was currently zoned R-5. The Future Land Use designation for the property under the Growth Plan was Residential Medium (4 to 8 dwelling units per acre). He added that this was created through the Pear Park Neighborhood Plan which was amended in April 2005. Mr. Rusche said that the property was originally annexed into the City in December 2005 and at that time was zoned R-4. It was subsequently platted into two lots and rezoned to R-5 in May 2008 as part of a review of the Preliminary Subdivision Plan for Trail Side. According to Mr. Rusche, the applicant had requested that the property be rezoned to R-8 in order to gain more flexibility and setback requirements and to allow for additional dwelling units. He advised that the applicant had submitted a revised development proposal which was currently in review. He next discussed the necessary rezone criteria. Mr. Rusche also discussed a number of the goals of the Growth Plan which included, among others, the efficient use of investments

in streets and other public utilities, the use of zoning to promote land use compatibility as well as the desire to create a variety of housing and densities throughout the community. Also, public utilities would be made available upon development of the property and a proposed new lift station would facilitate the development of these properties for residential purposes by replacing some antiquated lift stations currently in operation. Mr. Rusche said that the R-8 zoning would provide a different variety of housing type. He concluded that after a review of the rezone request, he recommended that the Planning Commission approve the request as the R-8 zoning was consistent with the Growth Plan and with the Pear Park Neighborhood Plan and was also consistent with the review criteria.

APPLICANT'S PRESENTATION

Jeffrey Fleming, the land planner for the developer, appeared on behalf of applicant and stated that they had been looking at making this project a little more affordable to potential buyers in the future. Their proposed plan was to increase the density to 5.8. The proposal included additional duplex units which could potentially increase the affordability. They had also been communicating with a representative of Western Colorado Housing Resources in further effort to provide more affordable housing. It is their belief that the plan met all of the criteria and qualifications.

Chairman Cole confirmed that only the zoning was before the Commission for consideration at this time.

PUBLIC COMMENT

For:

No one spoke in favor of this request.

Against:

Laura Quinn, 3157 D Road, requested that this application be denied. She said her property was adjacent to the north side of the proposed subdivision. She said that she, as well as others, were concerned that the area would be too densely populated. She did not see why the number of homes and people should be doubled. She pointed out that there was no access on the south side of the subdivision because of the river so the majority of the traffic would be on D Road and 31-5/8 Road. She said that the opponents were very concerned that the subject property would be overpopulated. Ms. Quinn said that she would like the community to be preserved as much as possible.

APPLICANT'S REBUTTAL

Jeffrey Fleming addressed some of the concerns as there would only be 8 additional units being brought into the subdivision, for a change in density from 4.9 to 5.8. He reiterated that these additional units would reduce the cost on all of the lots so that the lots could be built on and sold at a lower cost. According to Mr. Fleming, by increasing the density, urban sprawl would be reduced and reduction in maintenance by the City to infrastructure.

QUESTIONS

Commissioner Eslami asked if staff agreed that it would be a total of 8 additional units by going to the R-8 zoning. Mr. Rusche said that the R-8 could allow more than 8 additional

units; however, the developer had already submitted a revised version of their previous plan which proposed a total of 8 additional units.

Commissioner Schoenradt asked what the proposed density of the existing River Trail Subdivision was. Mr. Rusche said that he was unsure of that but did not suspect that it was up to 8 dwelling units per acre. He added that the two subdivisions were tied together because of the need to construct a regional lift station as well as the street connectivity system.

Chairman Cole advised that the public would have another opportunity to speak when the preliminary plan came before the Commission.

MOTION: (Commissioner Abbott) “Mr. Chairman, on Rezone, RZ-2009-136, I move that the Planning Commission forward the rezone to the City Council with the recommendation of R-8 (Residential 8 dwelling units per acre) zone district for the Trail Side Rezone with the facts and conclusions listed in the staff report.”

Commissioner Pavelka-Zarkesh seconded the motion. A vote was called and the motion passed unanimously by a vote of 7 - 0.

General Discussion/Other Business

Chairman Cole requested election of officers be postponed until the next regular meeting of the Commission as one of the Commission members had had a death in the family and was unable to attend the hearing this evening. He recommended that the election of officers be postponed until January 12, 2010. Jamie Beard, Assistant City Attorney, affirmed that there was no need to have a motion as there was no objection.

Lisa Cox, Planning Manager, announced that this was the last meeting that Chairman Cole would serve as Chairman as he was term limited and his appointment to the Planning Commission had expired. Vice Chairman Putnam's term had also expired. To acknowledge the City's appreciation for Chairman Cole's and Vice Chairman Putnam's outstanding and dedicated service as Planning Commissioners, plaques were presented in recognition of their service contributions. She noted that between the two Commissioners there was 17 years of combined service to the Planning Commission, the City and to the community as well as to the Zoning Board of Appeals and thanked them for their service. Chairman Cole expressed his appreciation to the Commission for allowing him the opportunity to chair the Commission, thanked those who presently served on the Commission and who would continue to serve and wished them good luck. He also expressed his appreciation to the staff.

Nonscheduled Citizens and/or Visitors

None.

Adjournment

With no objection and no further business, the Planning Commission meeting was adjourned at 6:31 p.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE REZONING THE PROPERTY KNOWN AS THE
TRAIL SIDE SUBDIVISION
FROM R-5, RESIDENTIAL 5 UNITS PER ACRE,
TO R-8, RESIDENTIAL 8 UNITS PER ACRE**

LOCATED AT 381 31 5/8 ROAD

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of rezoning the Trail Side Subdivision Rezone to the R-8, Residential 8 Units/Acre Zone District finding that it conforms with the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning & Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the R-8, Residential 8 Units/Acre Zone District is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning & Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION
THAT:**

The following property be zoned R-8, Residential 8 Units/Acre

Lot 2, Ankarlo Subdivision, being a replat of Parcel 1A Ankarlo Simple Land Division situated in the NW ¼, NE ¼ in Section 22, Township 1 South, Range 1 East of the Ute Meridian, Grand Junction, Mesa County, Colorado.

Said parcel contains 9.15 acres more or less.

Introduced on first reading this ____ day of _____, 2010 and ordered published.

ADOPTED on second reading this ____ day of _____, 2010.

ATTEST:

President of the Council

City Clerk



Date: December 14, 2009
 Author: Justin Vensel
 Title/ Phone Ext: Project Manager,
256-4017
 Proposed Schedule: January 4,
2010
 2nd Reading
 (if applicable): _____

Attach 4
Construction Contract for Canary Lane Sewer Improvement District (SID)

CITY COUNCIL AGENDA ITEM

Subject: Construction Contract for the Canary Lane Sewer Improvement District
File # (if applicable):
Presenters Name & Title: Tim Moore, Public Works and Planning Director

Executive Summary:

Upon completion of the Canary Lane ID project, sewer service from the Persigo System will be made available to 34 properties.

This is one of four system expansion and collection system upgrade/rehabilitation projects planned in the Persigo System in 2010 utilizing Build America Bonds. These projects were included in the ARRA fund application earlier in 2009. The City was not successful in securing ARRA funds but is taking advantage of low interest Build America Bonds to provide stimulus to the contracting community.

How this action item relates to the draft Comprehensive Plan Goals and Policies:

The Canary Lane SID project supports the following Goal from the draft comprehensive plan:

Goal 12: *Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.*

This project will allow for a more reliable means for the benefitting properties to dispose of sewage. This is also seen as a benefit by the Colorado Department of Public Health and Environment.

Action Requested/Recommendation:

Authorize the City Manager to Execute a Construction Contract for the Canary Lane Sewer Improvement District with **MA Concrete Construction Inc** in the Amount of **\$745,259.77**. Award is to be contingent on formation of the District by the Mesa County Board of County Commissioners.

Board or Committee Recommendation: N/A

Financial Impact/Budget:

The City of Grand Junction Persigo System is utilizing Build America Bonds to secure to funds for various sewer system improvements and system expansion projects. The total budget for these improvements is \$4,600,000.

This project includes the Canary Lane Sewer Improvement District which is budgeted at \$600,000 and a corresponding trunk extension effort that is budgeted at \$400,000 for a total project budget of \$1,000,000. After the bids were received for the construction contract, the total project costs as summarized below came in at \$823,235.77 resulting in saving of over \$176,000.

The remaining budget for the 2010 sewer system improvement and expansion projects will then be \$3,776,764 (\$4,600,000 less \$823,236).

Project Costs Canary Lane SID:	
Total Construction Contract Amount -	\$745,259.77
Design Costs -	\$44,476.00
City Construction Inspection & Contract Admin.	<u>\$33,500.00</u>
Total Project Cost Canary Lane SID-	\$823,235.77

Legal issues:

None

Other issues:

Construction of the Canary Lane Sewer Improvement District is contingent upon receipt of a favorable petition from the affected property owners and the creation of the district by the Mesa County Board of Commissioners.

Previously presented or discussed:

N/A

Background, Analysis and Options:

Four bids for the Canary Lane Sewer Improvement District Project were received on Tuesday, November 3, 2009. MA Concrete Construction Inc. of Grand Junction, Colorado was the low bidder in the amount of \$ 745,259.77.

The following bids were received on November 3, 2009:

FIRM	LOCATION	AMOUNT
MA Concrete Construction	Grand Junction, CO	\$745,259.77
Mendez Inc.	Grand Junction, CO	\$903,210.00
Triad-Western Constructors	Cortez, CO	\$1,225,023.00
Scott Contracting	Henderson, CO	\$1,425,000.00
Budget Amount		\$1,000,000.00

The owners of real estate located in the unincorporated area north of Highway 340 along Canary Lane, Canary Court and Santa Rosa Lane are circulating a petition for the formation of an improvement district. If the petition is favorable the Mesa County Board of County Commissioners may create a Local Improvement District for the installation of sanitary sewer facilities.

In 2000 the City Council and Mesa County Commissioners created the Septic System Elimination Program that provides financial assistance for property owners who wish to participate in improvement districts. This program authorizes the City and Mesa County to pay 30% of the improvement district costs. to promote the elimination of septic systems in the Persigo sewer service area. In 2010, \$1,080,000 is budgeted to fund improvement districts that will extend sanitary sewer service to various neighborhoods.

Items preceded by a √ indicate steps already taken with this Improvement District and the item preceded by a ► indicates the step being taken with the current Council action.

- √ Residents in the Canary Lane neighborhood provide a favorable non-binding petition to move forward with engineering design, and receipt of bids for the proposed Mesa County Local Improvement District. This district is part of the Septic System Elimination Program.
- ► City Council awards a construction contract for the project contingent on legal formation of the Mesa County Local Improvement District.
- Mesa County Commissioners pass a Resolution declaring its intent to create an improvement district. The Resolution acknowledges receipt of the petition and gives notice of a public hearing.
- Mesa County Commissioners conduct a public hearing and pass a Resolution creating the Improvement District. The public hearing is for questions regarding validity of the submitted petition, and for questions regarding the petition process.
- Construction.
- After construction is complete, the project engineer prepares a Statement of Completion identifying all costs associated with the Improvement District.

- Mesa County Commissioners pass a Resolution approving and accepting the improvements, give notice of a public hearing concerning a proposed Assessing Ordinance, and conduct a first reading of a proposed Assessing Ordinance.
- Mesa County Commissioners conduct a public hearing and second reading of the proposed Assessing Ordinance. The public hearing is for questions about the assessments.
- Notice of Assessment is mailed to affected property owners.
- The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments may be paid in full at anytime during the ten-year period.

Should the District be formed, work is scheduled to begin on or about January 18, 2010 and continue for 103 calendar days with an anticipated completion date of April 30, 2010.

Attachments:

N/A



Date: December 23, 2009

Author: Lee Cooper

Title/ Phone Ext: Project

Engineer, (256-4155)

Proposed Schedule: January 4,

2010

2nd Reading

(if applicable): _____ n/a

Attach 5
Construction Contract for the 2010 Waterline Replacement Project, Phase I

CITY COUNCIL AGENDA ITEM

Subject: Construction Contract for the 2010 Waterline Replacement Project - Phase 1
File # (if applicable): N/A
Presenters Name & Title: Tim Moore, Public Works and Planning Director

Executive Summary:

This project is Phase 1 of a three phase project to replace aging water lines in the City’s water distribution system. The City of Grand Junction received a \$3.8 million low interest loan through the Colorado Water Resources and Power Development Authority (CWRPDA) to fund these waterline replacement projects.

These projects were included with the City’s unsuccessful application for ARRA funds earlier this year. The City has continued to move forward with the projects utilizing the CWRPDA loan in an effort to provide stimulus to the construction community.

How this item relates to the draft Comprehensive Plan Goals and Policies:

The 2010 Waterline Replacement Project – Phase 1 supports the following Goal from the comprehensive plan:

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

The City of Grand Junction has the responsibility of providing safe and reliable domestic water service to the citizens and businesses of Grand Junction. As a result of yearly replacements of old City waterlines that are prone to corrosion and breaks with new PVC waterline pipe; the City will have a waterline infrastructure that is reliable delivering safe and clean water for many years to come.

Action Requested/Recommendation:

Authorize the City Manager to Sign a Construction Contract with M.A. Concrete Construction, Inc. of Grand Junction, Colorado for the 2010 Waterline Replacement Project – Phase 1 in the Amount of \$1,230,831.00.

Board or Committee Recommendation:

None

Financial Impact/Budget:

The three phase 2010 Waterline Replacement budget total is \$3,800,000 with the Phase 1 budget estimated at \$1,440,000. After the bids were received for the construction contract, the total project costs as summarized below came in at \$1,337,831 resulting in savings of just over \$100,000.

The remaining budget for the 2010 Waterline Projects will then be \$2,462,169 (\$3,800,000 less \$1,337,831).

Project Costs:

Total Construction Contract Amount -	\$1,230,831.00
Design Costs -	\$67,000.00
City Construction Inspection & Contract Admin.	<u>\$40,000.00</u>
Total Phase 1 Project Cost -	\$1,337,831.00

Legal issues:

None

Other issues:

None

Previously presented or discussed:

N/A

Background, Analysis and Options:

Seven bids for the 2010 Waterline Replacement Project – Phase 1 were received on Tuesday, December 22, 2009. M.A. Concrete Construction, Inc. of Grand Junction, Colorado was the apparent low bidder with a bid of \$1,230,831.00.

The following bids were received on December 22, 2009:

COMPANY	LOCATION	AMOUNT
M. A. Concrete Const.	Grand Junction, CO	\$1,230,831.00
Mendez, Inc.	Grand Junction, CO	\$1,331,760.89
Scott Contracting	Henderson, CO	\$1,370,192.00
Sorter Construction	Grand Junction, CO	\$1,622,028.00
Heyl Construction	New Castle, CO	\$1,697,600.00
Nelson Pipeline Const.	Ft. Lupton, CO	\$1,789,565.45
Martinez Western Const.	Rifle, CO	\$1,827,428.05
Phase 1 Budget		\$1,440,000.00

This is the first phase of the 2010 Water Line Replacements. The project entails replacing approximately six miles of existing steel and cast-iron waterlines of varies sizes with new PVC (plastic) waterline. The following list shows the locations for

installation of new waterlines as part of the 2010 Waterline Replacement Project – Phase 1:

- **North Avenue** – 1st Street to 15th Street (Approx. 6,515 LF of PVC Pipe)
- **Orchard Avenue** – 7th Street to Cannell Avenue (Approx. 1,105 LF of PVC Pipe)
- **8th Street** – Hall Avenue to Orchard Avenue (Approx. 200 LF of HDPE Pipe)
- **Hall Avenue** – 8th Street to Cannell Avenue (Approx. 730 LF of PVC Pipe)
- **Cannell Avenue** – North Avenue to Orchard Avenue (Approx. 1,250 LF of PVC Pipe)

The waterline replacement project is scheduled to begin on February 1, 2010 with an expected final completion date of June 30, 2010.

The City received a \$3.8 million low interest direct loan through the Colorado Water Resources and Power Development Authority to fund these waterline replacement projects. The loan will also pay for the Phase 2 and Phase 3 waterline replacement projects. Each waterline project phase will have its own separate construction contract.

Work along North Avenue will take place in the evening and early morning hours. There will be lane closures on North Avenue where the contractor is working during the allowable working hours. During the non-working hours, North Avenue will have all four lanes opened for traffic to use. Waterline installation work on the Phase 1 neighborhood streets will take place during the daylight hours, with a moving road closure of about one block long with access for local residents only. Detours will be provided when necessary.

M.A. Concrete Construction, Inc. has successfully completed over \$20 million in capital projects for the City of Grand Junction since 2001. The company was established locally in 1984 and is based in Grand Junction. All 40 full time employees reside in Mesa County.

Attachments:

None



Date: December 14, 2009
 Author: Susan J. Hyatt
 Title/ Phone Ext: Buyer, 1513
 Proposed Schedule: Jan 4,
2010
 2nd Reading
 (if applicable): _____

Attach 6
Purchase of a Type III Ambulance

CITY COUNCIL AGENDA ITEM

Subject: Purchase of a Type III Ambulance
File # (if applicable):
Presenters Name & Title: Ken Watkins, Fire Chief John Howard, EMS Division Chief

Executive Summary:

Purchase of a Type III Ambulance from Life Line Emergency Vehicles. This is a scheduled replacement of an existing ambulance unit out of the City’s fleet for use by the Grand Junction Fire Department.

How this action item relates to the draft Comprehensive Plan Goals and Policies:

Goal 11: *Public safety facilities and services for our citizens will be a priority in planning for growth.*

This purchase will maintain the number of ambulances currently in service, and replace a unit that has reached its useful life with a new vehicle.

Action Requested/Recommendation:

Authorize the Purchasing Division to Award a Contract to Life Line Emergency Vehicles through Rocky Mountain Emergency Vehicles of Denver, Colorado in the Amount of \$157,770 for the Purchase of a Type III Ambulance for the Grand Junction Fire Department

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

There are sufficient funds accrued in the Fleet Fund for replacement of this unit.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

N/A

Background, Analysis and Options:

Early this year (September 2009) the City replaced another ambulance unit in the fleet after a request for proposals (RFP) was sent to 11 ambulance manufacturers and dealers capable of providing an ambulance per our specifications. During that process two responsive and responsible proposals were received and evaluated by representatives from the Fire Department, Fleet and Purchasing.

At that time Life Line was determined to be the best overall value for the Fire Department and after City Council approval, the order was placed. For this request, Life Line has agreed to honor the same price offered in the previous proposal and therefore, no further solicitation process was completed. By accepting this pricing and manufacturer, we will be able to achieve savings over 2010 unit costs as well as compatibility with existing fleet units.

Attachments:

N/A



Date: December 22, 2009
 Author: Susan J. Hyatt
 Title/ Phone Ext: Buyer, 1513
 Proposed Schedule: Jan 4,
2010
 2nd Reading
 (if applicable): _____

Attach 7
Re-Chassis Two Fleet Ambulances

CITY COUNCIL AGENDA ITEM

Subject: Re-Chassis Two Fleet Ambulances
File # (if applicable):
Presenters Name & Title: Ken Watkins, Fire Chief John Howard, EMS Division Chief

Executive Summary:

Purchase of two ambulance chassis from Life Line Emergency Vehicles. This purchase will provide new chassis for two ambulance units currently in the City’s fleet that have experienced significant out-of-service time due to chronic mechanical failures of the chassis. The City has obtained \$102,527 from State EMS grant funds to use towards this purchase.

How this action item relates to the draft Comprehensive Plan Goals and Policies:
Goal 11: *Public safety facilities and services for our citizens will be a priority in planning for growth.*

This purchase will increase the service availability of the ambulance fleet by replacing the defective chassis in two existing ambulances.

Action Requested/Recommendation:

Authorize the Purchasing Division to Award a Contract to Life Line Emergency Vehicles through Rocky Mountain Emergency Vehicles of Denver, Colorado in the Amount of \$201,982 for the Purchase of Two Chassis and the Remount of Two Ambulances for the Grand Junction Fire Department.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

The total cost of the replacement is \$201,982. Grant funding of \$102,527 and current fleet replacement accruals of \$66,576 will fund the majority of this purchase, with the remaining \$32,879 coming from the Ambulance Transport fund balance.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

N/A

Background, Analysis and Options:

The City has experienced significant out-of-service time with two ambulances in the fleet due to mechanical failures with the existing chassis (framework of the vehicles). After analyzing the alternatives Fire, Purchasing and Fleet Staff have recommended reusing the ambulance boxes (containing all EMS equipment) and replacing the two chassis with 2009 model year Chevy G4500s instead of purchasing two new complete units. This results in savings of \$73,263 compared to the cost of buying equivalent replacement units.

The existing ambulance boxes are Life Line and in order to ensure compatibility, safety, and warranty coverage, the chassis will need to be custom manufactured and installed by Life Line Emergency Vehicles.

Attachments:

N/A



Date: December 24, 2009
Author: Michael Grizenko
Title/ Phone Ext: Real Estate
Tech/256-4021
Proposed Schedule:
District Creation: January 4, 2010

Attach 8
Public Hearing Create Alley Improvement District
ST-10

CITY COUNCIL AGENDA ITEM

Subject: Create Alley Improvement District ST-10
File # (if applicable):
Presenters Name & Title: Tim Moore, Public Works and Planning Director

Executive Summary:

A successful petition has been submitted requesting a Local Improvement District be created to reconstruct the following alley:

- East/West Alley from 11th to 12th, between Belford Avenue and North Avenue

How this item relates to the draft Comprehensive Plan Goals and Policies:

Local improvement districts provide a service to citizens seeking to improve their neighborhood and enhance the look and appeal of the City as a whole.

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development.

Policy B: Construct streets in the City Center, Village Centers, and Neighborhood Centers to include enhanced pedestrian amenities.

Action Requested/Recommendation:

Conduct Public Hearing, Review and Adopt Proposed Resolution.

Board or Committee Recommendation:

N/A

Background, Analysis and Options:

People's Ordinance No. 33 authorizes the City Council to create improvement districts and levy assessments when requested by a majority of the owners of the property to be assessed. Council may also establish assessment rates by resolution. Assessment rates for alleys are based on percentages of total assessable costs the City will contribute for three property uses: 85% per abutting foot for residential single-family uses, 75% per abutting foot for residential multi-family uses, and 50% per abutting foot for non-residential uses. A summary of the process that follows submittal of the petition is provided below.

Items preceded by a √ indicate steps already taken with this Improvement District and the item preceded by a ► indicates the step being taken with the current Council action.

- √City Council passes a Resolution declaring its intent to create an improvement district. The Resolution acknowledges receipt of the petition and gives notice of a public hearing.
- ►Council conducts a public hearing and passes a Resolution creating the Improvement District. The public hearing is for questions regarding validity of the submitted petitions.
- Council awards the construction contract.
- Construction.
- After construction is complete, the project engineer prepares a Statement of Completion identifying all costs associated with the Improvement District.
- Council passes a Resolution approving and accepting the improvements, gives notice of a public hearing concerning a proposed Assessing Ordinance, and conducts a first reading of a proposed Assessing Ordinance.
- Council conducts a public hearing and second reading of the proposed Assessing Ordinance. The public hearing is for questions about the assessments.
- The adopted Ordinance is published.
- The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments may be paid in full at anytime during the ten-year period.

Financial Impact/Budget:

2010 Alley Improvement Budget	\$100,000.00
Estimated Cost to Construct AID	\$ 80,000.00
Total Owner Assessments	\$ 32,092.00
Net Cost to City	\$ 47,908.00

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

Summary Sheet
Map
Resolution

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 11TH STREET TO 12TH STREET BELFORD AVENUE TO NORTH AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
Zancanelli Family Trust	50	40.00	2,000.00
Zancanelli Family Trust	50	40.00	2,000.00
** Bellio Grand Junction Holdings LLLP	50	40.00	2,000.00
** Bellio Grand Junction Holdings LLLP	50	40.00	2,000.00
** Bellio Grand Junction Holdings LLLP	112.5	40.00	4,500.00
** Larry Barnett & Jeanne Lynette Allen	50	40.00	2,000.00
Lora E. Greer	50	12.00	600.00
David R. & Vicki L. Evarts	50	40.00	2,000.00
David & Vicki Evarts 1997 Trust	143.65	40.00	5,746.00
** Stanfield-Dwire Investments LLC	50	40.00	2,000.00
** Felix & Sarah Tornare	100	20.00	2,000.00
** The Bailey Company LLLP	<u>131.15</u>	40.00	<u>5,246.00</u>
ASSESSABLE FOOTAGE	TOTAL	887.3	32,092.00

Assessments may be paid in full upon completion of project or may be paid over a ten-year period, in which event, a one-time charge of 6% will be added to the principal balance to which simple interest will accrue at the rate of 8% per annum on the declining balance.

** Indicates owners in favor of improvements are 7/12 or 58% and 61% of the assessable footage.

PROPOSED ALLEY IMPROVEMENT DISTRICT 11TH STREET TO 12TH STREET BELFORD AVENUE TO NORTH AVENUE



RESOLUTION NO. _____

**A RESOLUTION CREATING AND ESTABLISHING
ALLEY IMPROVEMENT DISTRICT NO. ST-10
WITHIN THE CORPORATE LIMITS OF THE CITY OF GRAND JUNCTION,
COLORADO, AUTHORIZING THE RECONSTRUCTION OF CERTAIN
ALLEYS, ADOPTING DETAILS, PLANS AND SPECIFICATIONS FOR THE
PAVING THEREON AND PROVIDING FOR THE PAYMENT THEREOF**

WHEREAS, a majority of the owners of the property to be assessed have petitioned the City Council, under the provisions of Chapter 28 of the City of Grand Junction Code of Ordinances, as amended, and People's Ordinance No. 33, that an Alley Improvement District be created, for the special benefit of the real property hereinafter described, to construct and install improvements to the following described alley:

- East/West Alley from 11th to 12th, between Belford Avenue and North Avenue

WHEREAS, the City Council has found and determined, and does hereby find and determine, that the construction of alley improvements as petitioned for is necessary for the health, safety and welfare of the residents of the territory to be served and would be of special benefit to the property included within said District; and

WHEREAS, on the 30th day of November, 2009, the City Council of the City of Grand Junction, Colorado, passed a Resolution Stating its Intent to Create Alley Improvement District No. ST-10, authorizing the City Engineer to prepare full details, plans and specifications for the paving thereon together with a map of the District to be assessed, and authorizing Notice of Intention to Create said District; and

WHEREAS, the City Engineer has fully and strictly complied with the directions so given, and has filed such specifications and map, all in accordance with said Resolution and the requirements of Ordinance No. 178, as amended, of said City; and

WHEREAS, Notice of Intention to create said District was duly published.

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

1. That the real property (also known as the "District Lands") to be assessed with a portion of the costs of the proposed services, labor, materials and improvements which the City may deem appropriate, is described as follows:

Lots 1 through 34, inclusive, Block 1, City of Grand Junction, except the North 10 feet thereof Lots 13 through 17, inclusive, and also except the East 10 feet thereof of Lots 17 and 18, inclusive.
All in the City of Grand Junction, and Mesa County, Colorado.

2. That the proposed services, labor, materials and improvements necessary to accommodate the request of the owners of the District Lands shall include, but may not be limited to, the design, construction, installation, placement and inspection of base course material and concrete paving, together with any other services or facilities required to accomplish this request as deemed necessary by the City Engineer ("District Improvements"), all of which shall be installed in accordance with the General Conditions, Specifications and Details for Public Works and Utility Projects of the City of Grand Junction.

3. That the assessments to be levied against and upon each respective property which is part of the District Lands shall be determined by multiplying the linear footage that each respective property abuts the alley right-of-way by the appropriate Residential Single-Family, Residential Multi-Family or Non-Residential assessment rate as defined by City Resolution No. 16-97, passed and adopted on the 17th day of February, 1997, and as established by City Resolution No. 57-99, passed and adopted on the 21st day of April, 1999, and as established by City Ordinance No. 4280, passed and adopted on the 20th day of August, 2008, as follows:

(a) The Residential Single-Family assessment rate shall be fifteen (15) percent of the total contracted construction costs for their abutting footage. The Residential Single-Family assessment rate shall apply to all properties having only one residential housing unit which is arranged, designed and intended to be occupied as a single housekeeping unit, and all vacant properties located within a residential single-family residential zone;

(b) The Residential Multi-Family assessment rate shall be twenty-five (25) percent of the total contracted construction costs for their abutting footage. The Residential Multi-Family assessment rate shall apply to all properties having a structure or structures which are arranged, designed and intended to be the residence of more than one housekeeping unit independent of other housekeeping units, and properties which are necessary for and appurtenant to the use and occupancy of multi-family residential uses, such as parking lots, clubhouses and recreation facilities, and all vacant properties located within a multi-family residential zone;

(c) The Non-Residential assessment rate shall be fifty (50) percent of the total contracted construction costs for their abutting footage. Except as provided in Section 3(d) below, the Non-Residential assessment rate shall apply to all properties which are used and occupied for any purpose other than single-family or multi-family residential purposes, and all vacant properties located within any zone other than residential;

(d) Properties from which a business or commercial use is conducted ("home occupation") which also serve as a single-family or multi-family

residence may be assessed the applicable single-family or multi-family assessment rate if such home occupation conforms with or has been authorized by the Zoning and Development Code of the City;

(e) Pursuant to City Resolution No. 61-90, passed and adopted on 19th day of September, 1990, properties having alley frontage on more than one side shall be assessed the applicable assessment rate for the frontage on the longest side only.

(f) The assessment rates described above shall be applicable as of the date of the final reading of the assessing ordinance.

4. That the assessments to be levied against the District Lands to pay a portion of the costs of the District Improvements shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such costs against and upon the District Lands becomes final. The failure by any owner(s) to pay the whole assessment within said thirty (30) day period shall be conclusively considered as an election on the part of said owner(s) to pay such owner's assessment in ten (10) annual installments, in which event an additional six percent (6%) one-time charge for costs of collection and other incidentals shall be added to the principal amount of such owner's assessment. Assessments to be paid in installments shall accrue simple interest at the rate of eight percent (8%) per annum on the unpaid balance and shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter until paid in full.

5. That the City Engineer is hereby authorized and directed to prepare full details, plans and specifications for the District Improvements, together with a map of the District depicting the District Lands to be assessed from which the amount of the assessments to be levied against each individual property may be readily ascertained, all as required by Ordinance No. 178, as amended, City of Grand Junction, Colorado.

PASSED and ADOPTED this ____ day of _____, 2010.

President of the Council

Attest:

City Clerk



Date: 12/23/09
Author: D. Paul Jagim
Title/ Phone Ext: Project Engineer
244-1542
Proposed Schedule: Jan 4, 2010

Attach 9
Intergovernmental Agreement with CDOT for the Construction of the 29 Road and I-70B Interchange

CITY COUNCIL AGENDA ITEM

Subject: Intergovernmental Agreement with CDOT for the Construction of the 29 Road and I-70B Interchange
File # (if applicable): N/A
Presenters Name & Title: Tim Moore, Public Works and Planning Director

Executive Summary:

The City and County have completed a Feasibility Study and Environmental Assessment for the proposed interchange connection of 29 Road and I-70B according to CDOT’s 1601 Interchange Approval Process. The 1601 process requires that the City and CDOT enter into an Intergovernmental Agreement (IGA) to define the responsibilities for the construction and maintenance of the facilities associated with this interchange.

The cost for the work included in this Agreement is \$158,351.

How this item relates to the draft Comprehensive Plan Goals and Policies:

The agreement is necessary in order to complete the 29 Road and I-70B Interchange Project. The 29 Road and I-70B project supports with the goals and policies of the Comprehensive Plan.

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

The project represents a collaborative effort between the City and County to construct a section of infrastructure identified in the plan as a key component of the Regional Transportation Plan and as a Mixed Use Opportunity Corridor.

Goal 3: The Comprehensive Plan will create order and balanced growth and spread future growth throughout the community.

The project will establish a transportation corridor essential to the implementation of land uses identified in the Comp Plan, such as the Neighborhood and Village Centers in the Pear Park and Orchard Mesa areas.

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development.

By linking the residential areas of Orchard Mesa and Pear Park with North Avenue, the project encourages the revitalization of the existing North Avenue commercial corridor.

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water, and natural resources.

The Regional Transportation Plan identifies this project as a critical component of the transportation network. The traffic model prepared by the Regional Transportation Planning Office estimates that vehicular traffic counts will be 29,790 vehicles per day in the year 2030. This significant improvement in traffic flow will reduce vehicle miles traveled, thereby improving air quality, and conserving natural resources.

The project encourages multi-modal use of the corridor by including bike lanes and sidewalks in the street section. It will also create a more efficient bus route connecting residential areas with the North Avenue commercial center and service providers such as the Mesa County Work Force Center.

The new “grade-separated” crossing of the Union Pacific Railroad tracks will result in safety and efficiency improvements for rail freight traffic by reducing vehicle and pedestrian traffic at existing “at-grade” crossings.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop, and enhance a healthy, diverse economy.

The transportation corridor constructed by this project, and the improved access that results will encourage commercial and industrial development.

Action Requested/Recommendation:

Adopt Resolution Authorizing an Intergovernmental Agreement between the City of Grand Junction and the Colorado Department of Transportation (CDOT) regarding I-70 B and 29 Road Interchange

Board or Committee Recommendation:

N/A

Background, Analysis and Options:

On February 2, 2006 The Finding of No Significant Impact which is the decision document for the Environmental Assessment was signed by CDOT. The 1601 process requires the applicant to enter into an Intergovernmental Agreement for the construction and maintenance of the facility. Because 29 Road project costs are being shared equally between the City and Mesa County, the County's Public Works Director and project staff have been consulted on this agreement. They have recommended that the City proceed with executing this IGA with CDOT. The basic terms of that IGA have been discussed between City staff and CDOT staff. Those basic terms are outlined as follows:

City's Obligations

- Construct interchange at City/County cost (estimated at \$20 million).
- City will construct all improvements in CDOT right-of-way to CDOT standards.
- City and County will each pay \$79,175.50 and the total cost of CDOT's inspection work is \$158,351.
- City will maintain all improvements constructed under this agreement.
- City will provide all administration including quality control, quality assurance and independent assurance testing.

CDOT's Obligations

- CDOT will provide for the inspection of the fabrication of the girders for all of the project structures.
- CDOT will provide for construction inspection on the structure over I-70B on CDOT Right of Way.

Financial Impact/Budget:

The 29 Road and I-70B Interchange Project is being jointly funded by the City and Mesa County. The City funds are budgeted in the Capital Fund and there is adequate funding in the 2010 adopted budget to fund the City's obligations of this agreement.

Legal issues:

The City's Legal Department Staff was actively involved in the negotiation of the Intergovernmental Agreement. The City Attorney has reviewed the final version of the Agreement and recommends approval.

Other issues:

None

Previously presented or discussed:

This item has not previously been considered.

Attachments:

1. Proposed Resolution
2. Intergovernmental Agreement

CITY OF GRAND JUNCTION, CO

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GRAND JUNCTION AND THE COLORADO DEPARTMENT
OF TRANSPORTATION (CDOT) REGARDING I-70 B and 29 ROAD INTERCHANGE**

RECITALS:

On February 2, 2006, the Finding of No Significant Impact which is the decision document for the Environmental Assessment was signed by CDOT. The 1601 process requires the applicant to enter into an Intergovernmental Agreement for the construction and maintenance of the facility.

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

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

PASSED AND ADOPTED this _____ day of _____
_____, 2010

CITY OF GRAND JUNCTION, COLORADO

President of the Council

ATTEST:

City Clerk

LA \$ CDOT WORK)
PROJECT M555-028 (17449)
REGION 3 (DAW)

10 HA3 02639
ID 331000281

INTER-GOVERNMENTAL AGREEMENT (IGA)
CONTRACT

THIS CONTRACT made this ____ day of _____ 2009, by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the State or CDOT, and the CITY OF GRAND JUNCTION, 250 N. 5th Street Grand Junction, Colorado 81501, CDOT Vendor #2000027 hereinafter referred to as the "Contractor" or the "Local Agency."

RECITALS

1. Authority exists in the law and Local Agency funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400 Function 3301, WBS Element 17449.10.30 Phase ii C
CDOT Contract Encumbrance Amount:
\$0.00
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. The Local Agency anticipates a project for the construction and Interchange Improvement Project; at the interchange at I-70 B and 29 Road in the City of Grand Junction, and by the date of execution of this contract, the Local Agency and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agency understands that, before the Work begins, form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agency, in its internal review process. CDOT desires to perform the Work described in form #463, as it may be revised.
5. The Local Agency has made funds available for Project CC M555-028 (17449) which shall consist of a lump sum contribution for the cost of the CDOT oversight and review of the Fabrication Inspection and Construction Inspections for the I-70 B & 29 Road Intersection Improvements, referred to as the "Project" or the "Work." Such Work will be performed in the City of Grand Junction, Colorado, as specifically described in Exhibit A.
The Work performed under this Agreement is in conjunction with the previously executed 1601 Intersection Agreement IGA between CDOT and The City of Grand Junction, as contained in Contract Routing # 05 HA3 00062 dated October 31, 2005 which is hereby incorporated by reference.

6. The Local Agency has funds available and desires to provide \$158,351.00 in funding for the "Work".

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

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

9. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

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

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Project or the Work under this contract shall consist of the CDOT oversight of the Fabrication Inspection and Construction Inspection for the I-70 B and 29 Road Interchange Improvement Project at I-70 B and 29 Road, referred to as the "Project" or the "Work." Such Work will be performed in the City of Grand Junction, Colorado, as more specifically described in Exhibit A.

Section 2. Order of Precedence

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

1. This contract
2. Section 1 (Scope of Work)
3. Exhibit C (Option Letter)
4. Other Exhibits in descending order of their attachment.

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. The term of this contract 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 CDOT has estimated the total cost of the work and the Local Agency is prepared to provide 100% of the funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to expend its funds for the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as Exhibit B.

B. The CDOT has estimated the total cost of the work and the Local Agency is prepared to provide 100% of the funding for the project in the amount of: \$158,351.00 which is to be funded as follows:

Fabrication Inspections for girders and Structures:	\$97,818.00
Construction Inspection on the structure over I-70B on CDOT Right of Way & Union Pacific Railroad Right of Way:	<u>\$60,533.00</u>
Total:	<u>\$158,351.00</u>

- | | |
|------------------------|-----------------------------|
| 1. Local Agency Funds | <u>\$ 158,351.00</u> |
| 2. Total Funds: | <u>\$ 158,351.00</u> |

C. The maximum amount payable by the Local Agency under this contract shall be \$158,351.00, unless such amount is increased by an appropriate written modification to this contract executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this contract, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

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

Section 5. 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 contract.

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 amount of services performed, the dates of performance and the amount and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

Section 6. State and Local Agency Commitments

The Local Agency is the "Responsible Party" referred to in this contract. The Local Agency Contract Administration Checklist, Exhibit D is not applicable to this Agreement.

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 responsible party 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 responsible party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with CDOT and FHWA requirements.

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. If the State is the responsible party: {not applicable to this contract}
 - 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 contract, 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 (Exhibit H) 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 7. ROW Acquisition and Relocation {not applicable}

If the Project includes right of way, prior to this project being advertised for bids, the Responsible Party 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 federal and state statutes, regulations, CDOT policies and procedures, 49 CFR Part 24, the government wide Uniform Act regulation, the FHWA Project Development Guide and CDOT's Right of Way Operations Manual.

Allocation of Responsibilities can be as follows:

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

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

The manual is located at http://www.dot.state.co.us/ROW_Manual/.

Section 8. Utilities

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

Section 9. 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 Responsible Party 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

Responsible Party 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 10. Environmental Obligations

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

Section 11. Maintenance Obligations

The Local Agency will maintain and operate the improvements constructed under this contract 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. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Local Agency's obligations to maintain such improvements. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 12. Federal Requirements

The State and/or their contractor shall at all times during the execution of this contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended. The contractor shall also require compliance with these statutes and regulations in sub grant agreements permitted under this contract.

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 contract. The State shall

maintain such records for a period of three (3) years after the date of termination of this contract 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 contract may be terminated as follows:

A. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract 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 contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract 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 contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

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 contract 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 contract had been terminated for convenience, as described herein.

C. Termination Due to Loss of Funding. The parties hereto expressly recognize that the State is to be paid, reimbursed, or otherwise compensated with federal and/or Local Agency funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the State expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available either party may immediately

terminate or amend this contract.

Section 15. Legal Authority

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

Section 16. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 3, 222 S. 6th Street Grand Junction, CO 81501. Said Region Director will also be responsible for coordinating the State's activities under this contract 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:
Craig Snyder, PE
CDOT Region 3
Resident Engineer
606 S. 9th Street
Grand Junction, CO 81501
(970) 683-6351

If to the Local Agency:
Jim Shanks
Project Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501
(970) 244-1543

Section 17. Successors

Except as herein otherwise provided, this contract 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 contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract 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 contract shall be deemed an incidental beneficiary only.

Section 19. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract 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 the local agency liability for claims for injuries to persons or property arising out of negligence of the State 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 contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract 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 contract 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 contract 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 Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract 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 contract is subject to such modifications as may be required by changes in federal, State or local law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and

approved in accordance with applicable law.

Section 25. Option Letters

Option Letters may be used to extend Agreement term, change the level of service within the current term due to unexpected overmatch, add a phase without increasing contract dollars, or increase or decrease the amount of funding. **These options are limited to the specific scenarios listed below.** The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Following are the applications for the individual options under the Option Letter form:

Option 1 - Option to extend or renew (this option applies to Highway and Signal maintenance contracts only). In the event the State desires to continue the Services and a replacement contract has not been fully approved by the termination date of this contract, the State, upon written notice to Contractor, may unilaterally extend this contract for a period of up to one (1) year. The contract shall be extended under the same terms and conditions as the original contract, including, but not limited to prices, rates and service delivery requirements. This extension shall terminate at the end of the one (1) year period or when the replacement contract is signed by the Colorado State Controller or an authorized delegate.

The State may exercise this option by providing a fully executed option to the contractor, within thirty (30) days prior to the end of the current contract term, in a form substantially equivalent to **Exhibit C**. If the State exercises this option, the extended contract will be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

Option 2 – Level of service change within current term due to unexpected overmatch in an overbid situation only. In the event the State has contracted all project funding and the Local Agency's construction bid is higher than expected, this option allows for additional Local Overmatch dollars to be provided by the Local Agency to be added to the contract. This option is only applicable for Local Overmatch on an overbid situation and shall not be intended for any other Local Overmatch funding.

The State may unilaterally increase the total dollars of this contract as stipulated by the executed Option Letter (**Exhibit C**), which will bring the maximum amount payable under this contract to the amount indicated in Section 4. Project Funding Provisions attached to the executed Option Letter. Performance of the services shall continue under the same terms as established in the contract. *The State will use the Financial Statement submitted by the Local Agency for "Concurrence to Advertise" as evidence of the Local Agency's intent to award and it will also provide the additional amount required to exercise this option.* If the State exercises this option, the contract will be considered to include this option provision.

Option 3 – Option to add overlapping phase without increasing contract dollars. The State may require the contractor to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Section 1, (Scope of Work)** and at the same terms and conditions stated in the original contract with the contract dollars remaining the same. The State may exercise this option by providing a fully executed option to the contractor within thirty (30) days before the initial

targeted start date of the phase, in a form substantially equivalent to **Exhibit C**. If the State exercises this option, the contract will be considered to include this option provision.

Option 4 - To update funding (increases and/or decreases) with a new Section 4. Project Funding Provisions. This option can be used to increase and/or decrease the overall contract dollars (state, federal, local match, local agency overmatch) to date, by replacing the original funding contained therein.

The State may have a need to update changes to state, federal, local match and local agency overmatch funds as outlined in Section 4. Project funding Provisions, which will be attached to the option form. The State may exercise this option by providing a fully executed option to the contractor within thirty (30) days after the State has received notice of funding changes, in a form substantially equivalent to **Exhibit C**. If the State exercises this option, the contract will be considered to include this option provision.

Section 26. Disadvantaged Business Enterprise (DBE)

The Local Agency will comply with all requirements of Exhibit E and the Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if the Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 CFR Part 26 under this contract, it must submit a copy of its program's requirements to the State for review and approval before the execution of this contract. If the Local Agency uses its program for this contract, the Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of the Local Agency's DBE program does not waive or modify the sole responsibility of the Local Agency for its use as described above.

Section 27. Disputes

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

Section 28. Single Audit Act Amendment

All state and local government and non-profit organization Sub-Grantees receiving more than \$500,000 from all funding sources, that are defined as federal financial assistance for Single Audit Act Amendment purposes, shall comply with the audit requirements of OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements that apply to Sub-Grantees receiving federal funds are as follows:

- a) If the Sub-Grantee expends less than \$500,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.
 - b) If the Sub-Grantee expends more than \$500,000 in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.
 - c) If the Sub-Grantee expends more than \$500,000 in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.
 - d) Single Audit can only be conducted by an independent CPA, not by an auditor on staff.
 - e) An audit is an allowable direct or indirect cost.

Section 29. Statewide Contract Management System

**** NOT APPLICABLE TO THIS AGREEMENT****

If the maximum amount payable to Local Agency under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this **§Statewide Contract Management System** applies.

Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules,

Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

Section 30.

SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL.** CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY.** CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET.** CRS §§24-30-202 (1) and 24-30-202.4. [*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
11. **PUBLIC CONTRACTS FOR SERVICES.** CRS §8-17.5-101. [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS.** CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LOCAL AGENCY:

STATE OF COLORADO:
BILL RITTER, JR., GOVERNOR

CITY OF GRAND JUNCTION
Legal Name of Contracting Entity

By _____
Executive Director
Department of Transportation

200002
CDOT Vendor Number

Signature of Authorized Officer

LEGAL REVIEW:

JOHN W. SUTHERS
ATTORNEY GENERAL

Print Name & Title of Authorized Officer

By _____

LOCAL AGENCY:
(A Local Agency Attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk) (Place corporate seal here, if available)

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:
DAVID J. MCDERMOTT, CPA

By _____

Date _____

**FORM 463
or
SCOPE OF WORK**

Exhibit B

LOCAL AGENCY
ORDINANCE
or
RESOLUTION

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

*NOTE: This option is limited to the specific contract scenarios listed below **AND** cannot be used in place of exercising a formal amendment.*

Date:	State Fiscal Year:	Option Letter No.	CLIN Routing #
-------	--------------------	-------------------	----------------

Contractor / Local Agency : _____

A. SUBJECT: (Choose applicable options listed below **AND** in section B and delete the rest)

- 1. Option to renew (for an additional term) applies to Highway and Signal maintenance contracts ONLY; this renewal cannot be used to make any change to the original scope of work;**
2. Level of service change within current term due to an unexpected Local overmatch on an overbid situation ONLY;
3. Option to add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads);
4. Option to update funding (a new Section 4. Project Funding Provisions must be referenced with the option letter and shall be labeled Revision 1 to Section 4. Project Funding Provisions (future changes for this option shall be labeled as follows: Revision 2, etc.)

B. REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

(Insert the following language for use with Options #1):

In accordance with Paragraph(s) _____ of contract routing number (insert *FY, Agency code & CLIN routing #*), between the State of Colorado, Department of Transportation, and (*insert contractor's name*) the state hereby exercises the option for an additional term of (*insert performance period here*) at a cost/price specified in Paragraph/Section/Provision _____ of the original contract, AND/OR an increase in the amount of goods/services at the same rate(s) as specified in Paragraph _____ of the original contract.

(Insert the following language for use with Option #2):

In accordance with the terms of the original contract (*insert FY, Agency code & CLIN routing #*) between the State of Colorado, Department of Transportation and (*insert contractor's name here*), the State hereby exercises the option to record a level of service change due to unexpected overmatch dollars due to an overbid situation. The contract is now increased by (*indicate additional dollars here*) specified in Paragraph/Section/Provision _____ of the original contract.

(Insert the following language for use with Option #3):

In accordance with the terms of the original contract (*insert FY, Agency code & CLIN routing #*) between the State of Colorado, Department of Transportation and (*insert contractor's name here*), the State hereby exercises the option to add an overlapping phase in (*indicate Fiscal Year here*) that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*). Total funds for this contract remain the same (*indicate total dollars here*) as referenced in Paragraph/Section/Provision/Exhibit _____ of the original contract.

(Insert the following language for use with Option #4):

In accordance with the terms of the original contract (*insert FY, Agency code & CLIN routing #*) between the State of Colorado, Department of Transportation and (*insert contractor's name here*), the State hereby exercises the option to update funding based on changes from state, federal, local match and/or local agency overmatch funds.

The contract is now (*select one: increased and/or decreased*) by (*insert dollars here*) specified in Paragraph/-Section/-Provision/Exhibit _____ of the original contract. A new Section 4. Project Funding Provisions is made part of the original contract and replaces the original Section 4. Project Funding Provisions.

(The following language must be included on all options):

The amount of the current Fiscal Year contract value is (*increased/decreased*) by (\$ *amount of change*) to a new contract value of (\$ _____) to satisfy services/goods ordered under the contract for the current fiscal year (*indicate Fiscal Year*). The first sentence in Paragraph/Section/Provision _____ is hereby modified accordingly.

The total contract value to include all previous amendments, option letters, etc. is (\$ _____).

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

For the Contractor / Local Agency :

Legal Name of Contractor / Local Agency

By: _____
Print Name of Authorized Individual

Signature: _____

Date: _____

Title: Official Title of Authorized Individual

State of Colorado:

Bill Ritter, Jr., Governor

By: _____ Date: _____
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

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

**State Controller
David J. McDermott, CPA**

By: _____

Date: _____ Issuance date: July 1, 2008

Exhibit D

****NOT APPLICABLE TO THIS AGREEMENT****

LOCAL AGENCY
CONTRACT ADMINISTRATION
CHECKLIST

CDOT Form 1243



Date: 12/23/09
 Author: D. Paul Jagim
 Title/ Phone Ext: Project Engineer
/ 244-1542
 Proposed Schedule: January 4,
2010.
 2nd Reading
 (if applicable): _____

Attach 10
Amendment #4 of Engineering Services Contract with Jacobs Carter Burgess for the 29 Road and I-70B Interchange Project

CITY COUNCIL AGENDA ITEM

Subject: Amendment #4 of Engineering Services Contract with Jacobs Carter Burgess (formerly Carter and Burgess) for the 29 Road and I-70B Interchange Project
File # (if applicable): N/A
Presenters Name & Title: Tim Moore, Public Works and Planning Director

Executive Summary:

This amendment will add scope of work to the original engineering services contract for the 29 Road and I-70B Interchange Project to include limited construction services during the upcoming Interchange Phase, preparation of additional design documents required by CDOT and the UPRR, and production of an additional set of bid documents. The total cost of this contract amendment is \$383,468, which will be split by the City and County. The City’s share of the cost is \$191,734.

How this item relates to the draft Comprehensive Plan Goals and Policies:

This design services contract amendment is necessary in order to complete the 29 Road and I-70B Interchange Project. The 29 Road and I-70B project supports with the goals and policies of the draft Comprehensive Plan.

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

The project represents a collaborative effort between the City and County to construct a section of infrastructure identified in the plan as a key component of the Regional Transportation Plan and as a Mixed Use Opportunity Corridor.

Goal 3: The Comprehensive Plan will create order and balanced growth and spread future growth throughout the community.

The project will establish a transportation corridor essential to the implementation of land uses identified in the Comp Plan, such as the Neighborhood and Village Centers in the Pear Park and Orchard Mesa areas.

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development.

By linking the residential areas of Orchard Mesa and Pear Park with North Avenue, the project encourages the revitalization of the existing North Avenue commercial corridor.

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water, and natural resources.

The Regional Transportation Plan identifies this project as a critical component of the transportation network. The traffic model prepared by the Regional Transportation Planning Office estimates that vehicular traffic counts will be 29,790 vehicles per day in the year 2030. This significant improvement in traffic flow will reduce vehicle miles traveled, thereby improving air quality, and conserving natural resources.

The project encourages multi-modal use of the corridor by including bike lanes and sidewalks in the street section. It will also create a more efficient bus route connecting residential areas with the North Avenue commercial center and service providers such as the Mesa County Work Force Center.

The new “grade-separated” crossing of the Union Pacific Railroad tracks will result in safety and efficiency improvements for rail freight traffic by reducing vehicle and pedestrian traffic at existing “at-grade” crossings.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop, and enhance a healthy, diverse economy.

The transportation corridor constructed by this project, and the improved access that results, will encourage commercial and industrial development.

Action Requested/Recommendation:

Authorize the City Manager to Amend the Engineering Services Contract for the 29 Road and I-70B Interchange Project with Jacobs Carter Burgess for a Total Fee of \$2,975,978 thereby Increasing the Contract by \$383,468.

Board or Committee Recommendation:

Because 29 Road project costs are being shared equally between the City and Mesa County, the County’s Public Works Director and project staff have been consulted on the status of the Jacobs Carter Burgess design services contract. They have recommended that the City proceed with contract amendment #4.

Background, Analysis and Options:

The original contract for engineering services with Carter & Burgess was entered into on January 24, 2005. The original contract, along with Amendment #1 (Dated August 4, 2005), included the work necessary to complete the preliminary engineering,

environmental assessment, and the Colorado Department of Transportation's 1601 Interchange approval process for the 29 Road connection at I-70B. The contract was later revised on May 17, 2007 by Amendment #2, and on January 26, 2009 by Amendment #3; both of which added final design services to the scope of work. At that time it was anticipated that the project would be constructed in one Phase, therefore the scope of work included preparation of only one set of bid documents.

With the approval of contract Amendment #4, Jacobs Carter Burgess will provide limited construction services during the upcoming Interchange Phase. The majority of construction services (construction engineering and management), will be performed by City and County Engineering staff. However, certain technical tasks are best performed by the Consultant's design engineering team, or cannot be efficiently performed by the City or County Engineering staff. Examples of this would include the review of bridge component shop drawings, and review of the Contractor's proposed methods for girder post-tensioning. The Consultant's scope of work will include only these limited and necessary construction services.

Additionally, Amendment #4 includes additions to the scope of work to cover design documents required by the Colorado Department of Transportation, the Union Pacific Railroad, and the Public Utilities Commission. New design documentation requirements were brought to light during discussions with CDOT, UPRR, and the PUC during 2009, which had not been required on previous projects such as the Riverside Parkway. As such, they were not included in the Consultant's previous scope of work. One example of this includes the preparation of a CDOT bridge rating package for seismic events; which was not required in the past. Another example is the preparation of multiple review packages and documents not previously required to achieve UPRR and PUC approvals.

Another item included in Amendment #4 is the preparation of bid documents for the Interchange Phase. The original scope of work only included bid document preparation for one phase of construction, and this was completed early in 2009, with the preparation of final plans and bid documents for the North and South Phases. Now it is necessary to add scope of work to prepare the Interchange Phase bid documents.

Financial Impact/Budget:

The 29 Road and I-70B Interchange Project is being jointly funded by the City and Mesa County. The City funds are budgeted in the Capital Fund and there is adequate funding in the 2010 adopted budget to fund this amendment to the engineering services contract.

Legal issues:

The City Attorney's office has reviewed the final version of Contract Amendment #4 and recommends approval.

Other issues:

None

Previously presented or discussed:

This item has not previously been considered.

Attachments:

None