

MEMORANDUM OF UNDERSTANDING
between
The City of Grand Junction and Mesa County, Colorado
for the
DESIGN, RIGHT OF WAY ACQUISITION AND CONSTRUCTION OF
ORCHARD AVENUE BETWEEN NORMANDY AND 29 ROAD
Amendment #1

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

I. Introduction

Both the City and the County (“the Parties” or “Parties”) have responsibilities for developing and implementing transportation plans and authorizing capital improvements under their respective jurisdictions. The Parties recognize that transportation related improvement decisions by one party effect similar decisions by the other and that cooperative planning and spending can maximize the community’s resources that are available for improvements. The Parties further recognize the need to make improvements to the Orchard Avenue Corridor (“the Project”). Portions of the Orchard Avenue corridor from Normandy Ave to 29 Road are bounded by County on the north and City on the south. It is further recognized that it is in the best interests of the Parties to work cooperatively in the planning and construction for the Project.

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to accomplish the reconstruction of Orchard Avenue between Normandy Ave and 29 Road. This AGREEMENT also establishes the intention of both the CITY and COUNTY to cooperatively fund their share of the design, bidding and construction of the Project.

III. Procedure

Now, therefore, it is agreed that the Parties have/will:

- 1) Include projections in their respective Capital Improvement Plans to cover the cost of the Project. The Parties will make every effort to budget funds as shown below:

Project Budget:

Fund Source	Project Funds	City share	County share
Design Contract	\$110,900	\$55,450	\$55,450
Contract	\$1,612,860		
Previous City SRTS Work	\$160,000		
Total to be split	\$1,883,760	\$941,880	\$941,880
Previous Payments	\$270,900	\$215,450	\$55,450
Remaining	\$1,612,860	\$726,430	\$886,430
City Water	\$311,547	\$311,547	---
City Sewer	\$190,875	\$190,875	
TOTAL	\$2,386,183	\$1,444,303	\$941,880

The Project budget includes the City's 2014 Safe Routes to School (SRTS) investment that piped the existing irrigation ditch, placed irrigation sump structures and constructed sidewalk along the south side of Orchard Ave from Normandy to 28 ¾ Road and the 2019 SRTS project replaced existing irrigation, placed sump structures and constructed sidewalk along the south side of Orchard from Melody Lane to 29 Road and provide for a pedestrian corridor between 29 Road and Melody Lane. The replacement of City Water infrastructure as well as City Sewer infrastructure will also be paid by the City's respective enterprise funds.

- 2) ~~The Parties agree to carry over any unexpended Project funds from year to year until the Project is constructed.~~
- 3) The Project will generally include completion of final design, right of way acquisition and construction of Orchard Avenue from Normandy to 29 Road as well as City water and sewer facilities. All work will be designed and constructed to City/CDOT standards.
- 4) The CITY and COUNTY will co-manage the project from design through bidding and construction. The Project Management Team will consist of the respective Public Works Director for both the CITY and COUNTY. The COUNTY will provide a Project Engineer and Inspector(s). Both the City and County will perform their respective public relations coordinated through the Project Engineer.

- 5) The COUNTY shall contract with a Consulting Engineer for design services. Design services include design, any permitting required for the Project, coordination with various utilities as well as outreach and coordination with affected interests. The Consultant will prepare all legal descriptions for right-of-way needed for the Project.
- 6) Each party will acquire the right-of-way within its respective jurisdiction at its expense and will not be considered shared Project costs.
- 7) The COUNTY shall contract with a civil contractor to construct the project.

Following approval of an invoice from the COUNTY, the CITY will reimburse the COUNTY for the CITY'S share of the actual costs of design and construction.

- 8) To minimize the effect of receiving revenue limitations under TABOR, the contract(s) may be written so that payments may be made directly to the contractor(s) by either the CITY or the COUNTY in amounts determined by mutual agreement of the Parties. Following receipt of such a contract and upon approval of an invoice from the contractor(s), the contracting party (CITY or COUNTY) will make payments directly to the contractor(s).
- 9) The CITY and the COUNTY may not necessarily pay exactly equal shares of every individual portion of the Project; however, both Parties agree that the total share of the Project actual cost will be divided equally. Should either Parties receive a grant for this Project, the grant money will be applied to the project as a whole, thereby reducing each Parties shares equally. The Parties further agree that the total funding expected of either party will not exceed the amount shown in the table in paragraph III(1) except by mutual, written modification of this AGREEMENT.

IV. Administration

- 1) Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of the COUNTY and/or the CITY, or as binding either Party to perform beyond the respective authority of each, or as requiring either Party to assume or expend any sum in the excess of appropriations available.
- 2) This AGREEMENT shall become effective when signed by the Parties hereto. The Parties may amend the AGREEMENT by mutual written attachment as the need arises. Any party may terminate this

AGREEMENT after 30 days notice in writing to the other with the intention to do so and fulfillment of all outstanding obligations of this agreement.

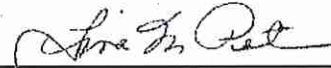
- 3) The COUNTY will advertise, receive bids, and award the bid based on County Purchasing Policy's and recommendation of the Project Management Team. The COUNTY shall include all the terms and conditions regarding bonding, insurance and indemnification provisions as part of the COUNTY'S contract so that the Project is protected.

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

MESA COUNTY



Rose Pugliese, Chair
Mesa County Board of Commissioners



ATTEST: Tina Peters, Clerk
Date: 04/29/2019

CITY OF GRAND JUNCTION



Barbara Traylor Smith, Mayor
Grand Junction City Council



ATTEST: Wanda Winkelmann, Clerk
Date: 05/06/2019

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Project Budget:

Fund Source	Design and ROW Acquisition 2018	Construction 2019-2020	Project Funds
City	\$250,000	\$777,000	\$1,027,000
City SRTS	\$80,000	\$0	\$80,000
County	\$250,000	\$950,000	\$1,200,000
TOTAL	\$580,000	\$1,727,000	\$2,307,000

The Project budget includes the City's 2014 Safe Routes to School (SRTS) investment that piped the existing irrigation ditch, placed irrigation sump structures and constructed sidewalk along the south side of Orchard Ave from Normandy to 28 ¾ Road and the proposed 2018 SRTS project that will construct sidewalk along the south side of Orchard from Melody Lane to 29 Road and provide for a pedestrian corridor between 29 Road and Melody Lane.

- 2) The Parties agree to carry over any unexpended Project funds from year to year until the Project is constructed.
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MESA COUNTY

John Justman

John Justman, Chair
Mesa County Board of Commissioners

Sheila Reiner

ATTEST: Sheila Reiner, Clerk
Date: April 9, 2018



CITY OF GRAND JUNCTION

Rick Taggart

Rick Taggart, Mayor
Grand Junction City Council

W Winkelman

ATTEST: Wanda Winkelmann, Clerk
Date: Apr. 05, 2018

