

RESOLUTION NO. R-001- 072

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AND DOUGLAS
COUNTY, CONCERNING SHARING PROJECT COSTS FOR THE STATE HIGHWAY 85
AND TITAN ROAD INTERCHANGE PROJECT, DOUGLAS COUNTY PROJECT
NUMBER CI 01-019 AND CDOT PROJECT # STA 0852-082, SUBACCT. 12319

WHEREAS, CDOT and Douglas County desires to enter into an agreement concerning sharing in
the construction costs associated with the State Highway 85 and Titan Road Interchange Project; and

WHEREAS, Douglas County is willing to enter into such an agreement in accordance with the terms
and conditions set forth in the intergovernmental agreement attached hereto; and

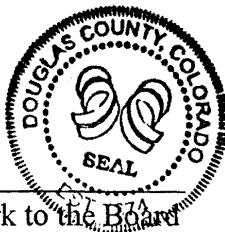
WHEREAS, CDOT and Douglas County are governmental entities authorized to enter into
intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado
Constitution, and Section 29-1-203, C.R.S.; now, therefore,

BE IT RESOLVED, by the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS,
STATE OF COLORADO**, that the intergovernmental agreement between CDOT and Douglas County, a copy of
which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is
authorized to execute the agreement on behalf of Douglas County.

PASSED AND ADOPTED this 5th day of June, 2001, in Castle Rock, Douglas
County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

By: Melanie Worley
MELANIE WORLEY, Chair



ATTEST: Mary A. Niblack
MARY A. NIBLACK, Deputy Clerk to the Board



12-01-072

AGENDA ITEM:

MEETING DATE: June 5, 2001

**STAFF PERSON
RESPONSIBLE:** Arthur E. Griffith, CIP Manager *AE*

DESCRIPTION: Public Works / Engineering Division requests approval of a resolution approving the Contract / Intergovernmental Agreement (IGA) between the Colorado Department of Transportation (CDOT) and Douglas County - concerning the design and construction associated with the State Highway 85 / Titan Road Interchange Project, Douglas County Project Number CI 01-019 and CDOT Project # STA 0852-082, Subaccount 12319.

SUMMARY: The existing roadway is in need of improvement and widening in order to accommodate the increased traffic demand and improve the public safety. This project involves shifting Titan Road to a new alignment north of the existing road in order to accommodate a grade separation (elevated road section) over the Union Pacific Railroad and over the Burlington Northern Santa Fe Railroad facilities. During preliminary design it was determined that it was more economical to provide an interchange that will carry the new alignment of Titan Road over State Highway 85, then to build retaining walls and bring in embankment material in order to elevate SH 85 to match the grade of Titan Road needed to get over the railroads. CDOT plans to advertise this project on or before June 30, 2001 and the project will require 24 months to substantially complete.

Previously, Douglas County requested CDOT submit this safety project as part of the Statewide Improvement Plan (STIP). CDOT has completed final design and in the process of obtaining the additional Right-of-Way (ROW) required for this project. CDOT and the County agreed for CDOT to oversee the design and construction of this project since a significant portion of the work will be constructed within CDOT ROW.

In order for the Railroads to approve this project, the County and Union Pacific Railroad recently reached an agreement to share in the costs of closing the UPRR at grade crossing with existing Titan

Agenda Item for June 5, 2001

**RE: Resolution approving the Contract / Intergovernmental Agreement with CDOT
for State Highway 85 / Titan Road Interchange Project**

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Road. This closure project will be treated as a separate project and will allow the CDOT / County project to move forward.

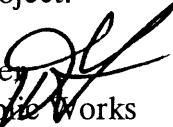
CDOT and the County estimated the total project costs to be \$19,933,000. Douglas County's financial participation identified under this contract is for \$3,000,000. The County has set aside the necessary funds for this project in Account Number 800126.473200, for the amount identified in this Contract.

Once the improvements are completed, the County will take over ownership and maintenance responsibilities for all those improvements constructed outside of CDOT's ROW, namely, the improvements to Titan Road and Wildfield Lane.

**RECOMMENDED
BOARD ACTION:**

Engineering recommends the Board of County Commissioners accept the Resolution approving a Contract / IGA between CDOT and Douglas County for the State Highway 85 and Titan Road Interchange Project.

**APPROVED FOR
AGENDA:**

Duane Fellhauer

Director of Public Works

**REVIEWED FOR
FISCAL CONTENT:**

Ann Waterman

Interim Director of Budget and Finance

**REVIEWED BY THE
COUNTY MANAGER:**

Douglas J. Debord
County Administrator

FULLY EXECUTED
ORIGINAL

Rev 7/98 (LA\$/CDOTWRK)

01 HA1 00040

PROJECT # STA 0852-082, SUBACCT 12319
Douglas County - Region 1/ (reo)

CONTRACT

THIS CONTRACT, made this 21st day of June, 2001 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 DOUGLAS COUNTY, STATE of COLORADO, 100 3rd Street, Castle Rock, CO 80104, FEIN: 846000761, hereinafter referred to as the Local Agency, or the contractor.

FACTUAL RECITALS.

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Appropriation Code 010, Organization 9991, Program 2000, Functions 3114, 3020 and 3200, Object 2312 1N, Reporting Category 1114, Contract Encumbrance Number 12319, (Contract Encumbrance Amount: \$0.00).
2. Required approval, clearance and coordination has been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 and 29-1-203 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 highway system or that are part of the Local Agency's road system.
- 3.5 The Local Agency anticipates a project for design, ROW, and construction of the new alignment of SH 85 and Titan Road 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 that project work. The Local Agency understands that, before the project work is actually started, the description of the project work in that CDOT form #463 will likely be revised as a result of design changes made by CDOT, in conjunction and coordination with the Local Agency, in its

internal review process. The State agrees to perform the project work as described in the Form #463, as it may be revised in that Process.

4. The Local Agency desires that the State provide design, ROW, and construction services for the project.

5. The Local Agency has made funds available for project STA 0852-082 for design, ROW and construction of the new alignment of SH 85 and Titan Road in Douglas County, Colorado, as more specifically described in Exhibit A (the Form #463 and/or a "Scope of Work"), and hereinafter referred to as "the project" or "the work".

6. The Local Agency has funds available and desires to provide a portion of the funding for the work.

7. CDOT and the Local Agency have estimated the total cost of the Work and the Local Agency prepared to provide a portion of the funding required for the work as evidenced by the appropriate ordinance or resolution, attached hereto and made a part hereof, 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 Work.

8. This contract is executed under the authority of Sections 29-1-203, 43-1-105, 43-2-102 (or 103), 43-1-116, and 43-2-101(4)(c), and 43-2-144 C.R.S., as amended, and the Local Agency ordinance/resolution.

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

NOW, THEREFORE, it is hereby agreed that:

I. PROJECT DESCRIPTION

"The project" or "the Work" under this contract shall consist of the design, ROW, and construction by CDOT for new alignment of SH 85 and Titan Road in Douglas County, Colorado, located approximately four miles south of C470, as more specifically described in the Exhibit A, attached

hereto and made a part hereof (the Form #463 and/or a "Scope of Work") as it may be revised by the parties in the design review process before the project work is actually started.

II. INCORPORATION BY REFERENCE

All state statutes, regulations, specifications, administration checklists, directives, procedures, documents, and publications that are specifically identified and/or referenced in this contract, together with all exhibits and attachments and addenda to this contract, are incorporated herein by this reference as terms and conditions of this contract as though fully set forth.

III. WORK RESPONSIBILITY

CDOT shall be responsible to perform (all design, right of way, utility, construction and construction administration tasks needed to complete the) Work, and CDOT shall comply with all applicable terms and conditions of this contract in performing the Work, including those process and task requirements addressed in the Pre-Construction and Construction Administration Checklists attached hereto and made a part hereof. The responsible party shall perform all such tasks in accordance with applicable requirements and standards, including those in this contract and in applicable law.

IV. PROJECT FUNDING PROVISIONS

A. The Local Agency has estimated the total cost the Work to be \$19,933,000.00 which is to be funded as follows:

1.	Local Agency funding	\$ 3,000,000.00
	State Contribution to the project	\$16,933,000.00
	Total Funds:	\$19,933,000.00

2. A total of \$ 3,000,000.00 shall be borne by the Local Agency. The performance of the Work shall be at a cost of \$16,933,000.00 to CDOT.

B. The maximum amount payable to the State under this contract shall be \$ 3,000,000.00, 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.

C. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from 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. In the event that the project is to be bid, this contract may not be terminated following the bid and award of any construction contract.

V. 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 direct costs, the billing procedure shall be as follows:

1. Upon receipt of each bill from CDOT, the Local Agency will remit to CDOT the amount billed no later than 30 days after receipt of each bill. Should the Local Agency fail to pay moneys due CDOT within 30 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 CDOT, the State Treasurer may withhold an equal amount from future apportionments due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to CDOT. Interim funds, until CDOT is reimbursed, shall be payable from the State Highway Supplementary Fund (400).

2. If the Local Agency fails to make timely payment to CDOT as required by this section (within 45 days after the date of each bill), the Local Agency shall pay interest to CDOT 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.

VI. CDOT COMMITMENTS

A. CDOT LIAISON

CDOT will provide liaison with the Local Agency through CDOT's Region Director, Region 1, 18500 East Colfax Avenue, Aurora, Colorado, 80011 (303) 757-9371. Said Region Director will also be responsible for coordinating CDOT's activities under this contract. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 1 and the Local Agency. Until changed by notice in writing, all such notices and communications shall be addressed as follows:

If to the State:

Robert Garcia

CDOT Region 1

359 Inverness Drive South

Englewood CO 80112

(303) 790-1020

If to the Local Agency:

Duane Fellhauer

Douglas County

100 3rd Street

Castle Rock, CO 80104

(303) 660-7490

B. DESIGN.

A. If "the Work" includes preliminary design, or final design (a.k.a. "construction plans"), and design work sheets, or special provisions and estimates (collectively referred to as "the Plans"), the party responsible under Section III. (either the Local Agency or the State) for the Plans/design shall comply with the following requirements, as applicable:

1. perform or provide the Plans, to the extent required by the nature of the Work.
2. perform final design ("construction plans") in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual.

3. prepare special provisions and estimates in accordance with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
4. include details of any required detours, in order to prevent any interference of the construction work and to protect the traveling public.
5. stamp the Plans produced by a Colorado Registered Professional Engineer.
6. if the State is the responsible party it will afford the Local Agency ample opportunity to review the Plans. The Plans shall be considered final when approved and accepted by the parties hereto.
7. provide final assembly of the Plans and contract documents.
8. be responsible for the Plans being accurate and complete.
9. if the Local Agency is the responsible party, it may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are to participate in the cost of such work to be done by a consultant, the Local Agency shall ensure that its procurement of that consultant contract (and the performance/provision of the Plans under that contract) complies with all applicable requirements of Title 23, Code of Federal Regulations (CFR), Part 172, (concerning the Administration of Engineering and Design Related Service Contracts), and with any procedures implementing those requirements as provided by the State, including those described in Attachment #1. Those requirements and procedures include, without limitation:
 - a) the Local Agency/Contractor shall submit any design consultant subcontract to CDOT for approval prior to its execution by the Local Agency/Contractor, as required by section 172.5 (d);
 - b) all changes in the contract shall be by written supplemental agreement and must have prior approval of the State and FHWA. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed contract shall be submitted to the State. Any amendments to such contract shall be similarly submitted;

c) all consultant billings under that contract shall comply with the State's standardized consultant billing format. Examples of the billing formats for the various methods of contract payment are attached hereto and made a part hereof;

d) the Local Agency/Contractor shall also use the CDOT procedures as described in Attachment #1 to administer that design consultant subcontract, to comply with sections 172.5(b) and (d);

e) to expedite any CDOT approval, the Local Agency/Contractor's attorney, or other authorized representative, may also submit a letter to CDOT certifying Local Agency/Contractor compliance with those CDOT Attachment #1 procedures and with the requirements of sections 172.5(b) and (d).

f) the Local Agency shall ensure that its consultant contract contains the following language verbatim:

1) "The design work under this contract shall be compatible with the requirements of a separate contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."

2) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."

3) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, "Standard Specifications for Road and Bridge Construction", in connection with this work."

10. Following award of the construction contract(s) for the project, no further changes shall be made in the Plans 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.

C. CONSTRUCTION

If "the Work" includes construction, the party that is responsible under Section III. (either the Local Agency or the State) for the construction/construction administration shall comply with the following requirements as applicable:

1. Administer the construction of the project in accord with the project's Pre-construction and Contract Administration Checklists, as amended. 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 (CMOs) and minor contract revisions (MCRs); processing contractor claims; construction supervision; and, meeting the Quality Control (QC) requirements of the FHWA/State stewardship program, all as more fully described in the project's Pre-construction and Contract Administration Checklists.
2. if the State is the responsible party, it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract, and applicable State procedures.
3. if the state is the responsible party and 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).
 - a) In advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 U.S.C. § 112 and 23 C.F.R. §§ 633 and 635. Those requirements include, without limitation, that the Local Agency/Contractor shall physically incorporate the entire "Form 1273" (which, if relevant to this contract, is attached) verbatim into any subcontract(s) for those services as terms and conditions thereof, as required by 23 CFR 633.102(e).

- b) The Local Agency has the option to concur or not concur in the proposal of the low bidder for work on which competitive bids have been received. CDOT must receive written notification of the Local Agency's concurrence or non-concurrence within seven days after said bids are publicly opened. In the event that the Local Agency fails to provide its written notification within the seven day period, the Local Agency's concurrence will be presumed.
 - c) By indicating its concurrence in such award at the award conference, the Local Agency acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriated 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.)
- 4. In the event that all or part of the construction work is to be accomplished by State personnel (*i.e.*, by "force account"), rather than by a contractor pursuant to a contract with the State, the State will insure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements and with 23 C.F.R. Part 635, Subpart B, "Force Account Construction".
- 5. The State and Local Agency will perform a final project inspection prior to project acceptance as a Quality Control activity. When all project work has been satisfactorily completed, the State will sign the FHWA form 1212.

D. RIGHT OF WAY

If "the Work" includes right of way acquisition and/or relocation, the party responsible under Section III. (either the Local Agency or the State) for right of way acquisition and/or relocation shall comply with the following requirements as applicable:

If acquisition and relocation assistance is required for the project, the State will be responsible to perform the acquisition and relocation assistance, as required by Sections 24-56-101, et seq., C.R.S. Prior to this project being advertised for bids, the State will

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

E. UTILITIES

The State will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this project, by separate agreement between the State and the utility, if necessary. Prior to this project being advertised for bids, the State will certify in writing that all such clearances have been obtained.

VII. LOCAL AGENCY COMMITMENTS

A. MAINTENANCE and OWNERSHIP.

The Local Agency will own, maintain and operate the improvements constructed outside the CDOT right of way under this contract, at its own cost and expense during their useful life, in a manner satisfactory to CDOT and will make ample provision for such maintenance each year. Such maintenance and operations shall be in accordance with all applicable statutes and ordinances, and regulations promulgated thereunder, which define the Local Agency's obligation to maintain such improvements. CDOT will make periodic inspections of the project to verify that such improvements are being adequately maintained.

B. REIMBURSEMENT

The Local Agency will reimburse the State for the incurred costs relative to the work as provided in Section V. A.

VIII. GENERAL PROVISIONS

A. This contract may be terminated as follows:

(a) Termination for Cause. If, through any cause, CDOT shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if CDOT shall violate any of the covenants, agreements, or stipulations of this contract, the Local Agency shall thereupon

have the right to terminate this contract for cause by giving written notice to CDOT 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.

Notwithstanding above, the Local Agency shall not be relieved of liability to CDOT for any damages sustained by CDOT by virtue of any breach of the contract by the Local Agency. If after such termination it is determined, for any reason, that CDOT was not in default, or that CDOT'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.

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

(c) Termination Due to Loss of Funding. The parties hereto expressly recognize that CDOT is to be paid, reimbursed, or otherwise compensated with Local Agency funds which are available to the Local Agency for the purposes of contracting for the project provided for herein, and therefore, CDOT 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 Local Agency. In the event that such funds or any part thereof are not available to the Local Agency, the Local Agency may immediately terminate or amend this contract.

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

C. This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall

automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as specifically provided otherwise herein, 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.

D. 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. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

E. 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.

F. 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.

G. The Local Agency represents and warrants that it currently has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Local Agency's obligations under this contract. The Local Agency's further covenants that, in the performance of this contract, it will not employ any person or firm having any such known interests.

H. This contract shall become "effective" only upon the date it is executed by CDOT. The term of this contract shall begin on the date first written above and shall continue through the completion and final acceptance of this project by CDOT and Local Agency.

I. If a conflict occurs between the provisions of this contract proper and the attachments hereto, the priority to be used to resolve such a conflict shall be as follows:

1. This contract proper;
2. Other contract attachments and exhibits, in their respective order.

J. 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 parties hereto, and nothing contained in this contract shall give or allow any such claim or right of action by any other or third person on such contract. It is the express intention of the parties that any person or entity other than the parties receiving services or benefits under this contract be deemed to be an incidental beneficiary only.

K. The Local Agency assures and guarantees that it possesses the legal authority to enter into this contract. The Local Agency warrants 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 they have full authorization to execute this contract.

L. The Local Agency and CDOT may use one or all of the Contract Modification Tools contained in ADDENDUM A, in order to more expeditiously change and amend the terms of this contract, if such use is warranted by the circumstances as described and authorized therein.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

ATTEST:

STATE OF COLORADO
BILL OWENS, GOVERNOR

By Mark A. Winn
Chief Clerk

By J. Mark Hannen
Executive Director
DEPARTMENT OF TRANSPORTATION

Arthur L. Barnhart
State Controller

Ken Salazar
Attorney General

By: Suz McCullough

By: Mark
Assistant Attorney General
Civil Litigation Section

Approved as to content:

D. DeBord
Douglas J. DeBord, County Administrator

Approved as to legal form:

J. Mark Hannen 6/5/01
J. Mark Hannen, County Attorney

Approved as to fiscal content:

Barbara J. Krohta, Director of Budget & Finance
ANN WATERMAN, INTERIM



DOUGLAS COUNTY, COLORADO

Melanie Worley
Title Chair

Federal Employer Identification Number: 846000761

Colorado Department of Transportation DESIGN DATA <input type="checkbox"/> Metric <input checked="" type="checkbox"/> English Page 1		Origin Date: 06/21/1999	Project code: 12319	STIP number: DR1407
		Revise Date:	Project number: STA 0852-082	
		Revision #:	PE Project Code	PE Project Number
		Region: 01		
s: <input type="radio"/> preliminary <input type="radio"/> final <input checked="" type="radio"/> revised				
Prepared by: C. DeJiacomo	Revised by: C. DeJiacomo			
Date: 03/09/2000	Date: 02/12/2001			
Submitted by Proj.Mgr DEJACOMOC	Approved by Preconstruction Engineer:			
Date: 08/30/2000				Planned length: 1.169999957084656

Geographic location:
Located on SH 85, 4 miles south of C-470.

EXHIBIT A

Terrain type: Level Plains Rolling Urban Mountainous

Description of proposed construction/improvement (attach map showing site location)

New alignments of SH 85 and Titan Rd. to grade separate Titan Rd. from railroad tracks. Grade separation results in an interchange at SH 85.

1 Traffic (Note: use columns A, B, and/or C to identify facility described below)

Current year: 1999

Future year: 2020

Facility	ADT	DHV	DHV % trucks	ADT	DHV	Facility location			
						Industrial	Commercial	Residential	Other
A SH 85	22000	1047	8.5	31400	3350	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B Titan Rd	9000	407	6.5	15500	600	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C SH 85 Ramps	222	200	6.5	389	350	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

2 RdwyClass

Route	Refpt	Endrefpt	Functional classification	Facility type	Rural code
1. 85	195.9	196.8	Principal Arterial	Divided (not E or F)	> 200,000
2.					
3.					

3 Design Standards (Identify substandard items with a checkmark in 1st column and clarify in remarks)

	A = SH 85				B = Titan Rd				C = SH 85 Ramps			
	Standard	Existing	Proposed	Ultimate	Standard	Existing	Proposed	Ultimate	Standard	Existing	Proposed	Ultimate
<input type="checkbox"/> Surface type	High	Asph	Asph	High	Med H	Asph	Asph	High	Med	NA	Asph	Med
<input type="checkbox"/> Typical section type	A	D	A	A-A	B	D	A	A	C	NA	C	C
<input checked="" type="checkbox"/> # of travel lanes	4	2	2	6/4	2	2	4	4	1	NA	1	1
<input type="checkbox"/> Width of travel lanes	12	12	12	12	12	12	12	12	12	NA	12	12
<input type="checkbox"/> Shoulder wd. lt./median	10	4	10	10	6	0	8	8	4	NA	4	4
<input type="checkbox"/> Shoulder wd rt./outside	10	4	10	10	6	0	8	8	6/8	NA	6/8	6/8
<input type="checkbox"/> Side slope dist. ("z")	8	6	12	12	4	6	4	4	12	NA	12	12
<input type="checkbox"/> Median width	12-30	0	18	30	16	0	16	40	NA	NA	NA	NA
<input checked="" type="checkbox"/> Posted speed	40	55	45	55	35	35	30	40	NA	NA	NA	NA
<input type="checkbox"/> Design speed	50	55	60	60	40	45	40	50	30-45	NA	30-45	30-45
<input type="checkbox"/> Max. superelevation	0.08	<0.10	0.04	0.10	.04	NA	.04	.06	0.04	NA	0.04	0.04
<input type="checkbox"/> Min. radius	1206	8595	4000	1091	490	NA	650	450	302	NA	2000	764
<input checked="" type="checkbox"/> Min. horizontal ssd	525	>650	>650	650	275	>325	>325	325	200	NA	63min	400
<input type="checkbox"/> Min. vertical ssd	525	633	651	650	275	368	454	325	200	NA	333	400
<input type="checkbox"/> Max. grade	4	2.5	1.8	4	5	7	6.3	8	4	NA	4.9	6

Project under <input type="radio"/> 1R <input type="radio"/> 3R <input checked="" type="radio"/> 4R <input type="radio"/> Other: _____ criteria	Existing guardrail meets current standards: <input type="radio"/> Yes <input type="radio"/> No
Variance in minimum design standards required <input checked="" type="radio"/> Yes <input type="radio"/> No	Comments:
<input type="checkbox"/> Justification attached	<input checked="" type="checkbox"/> Request to be submitted
<input type="checkbox"/> Bridge (see item 4)	<input type="checkbox"/> See remarks
<input type="checkbox"/> Stage construction	
Resurfacing projects	

PRE-CONSTRUCTION ADMINISTRATION CHECKLIST

Region: 1

Project Code #: 12319

Local Agency: Douglas County
Design Project Manager: DeJiacomo
Resident Engineer: Garcia
Interchange

Project #: STA0852-082
Location: SH 85, 4 miles S of C470
Description: SH 85 & Titan Road

The following checklist shall be utilized to establish the PRE-CONSTRUCTION ADMINISTRATION CHECKLIST responsibilities of the individual parties to this agreement.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LOCAL AGENCY	CDOT
1.	Transportation Improvement Program(T.I.P.)	_____	<u>X</u>
2.	Design Data (CDOT Form #463)	_____	<u>X</u>
3.	Funding Authorization	_____	<u>X</u>
4.	LA/CDOT Project Agreement	<u>X</u>	<u>X</u>
5.	Utility, Railroad, and Consultant Agreements	_____	<u>X</u>
6.	Consultant Selection	_____	<u>X</u>
	Field Inspection Review (FIR)	_____	<u>X</u>
8.	Public Hearings	_____	<u>X</u>
9.	Environmental Processes	_____	<u>X</u>
10.	Design Approval	<u>X</u>	<u>X</u>
11.	Final Office Review (FOR)	_____	<u>X</u>
12.	Force Account Justification	_____	<u>X</u>
13.	Proprietary Item Justification	_____	<u>X</u>
14.	Davis-Bacon Wage Rates (<u>Yes</u> <u>No</u>)	_____	<u>X</u>
15.	Design Exceptions	_____	<u>X</u>

RESPONSIBLE PARTY

<u>NO.</u>	<u>DESCRIPTION OF TASK</u>	<u>LOCAL AGENCY</u>	<u>CDOT</u>
16.	Rights-of Way	_____	X
17.	Plans, Specifications and Construction Cost Estimates	_____	X
18.	EEO/DBE Requirements	_____	X
19.	Advertising Less Than Three Weeks	_____	X
20.	LA Ad and Award	_____	_____
21.	Construction Administration	_____	X

Preliminary Checklist Date: 9/25/00

Revised Checklist Date: _____

Final Checklist Date: _____

*Requires FHWA concurrence/involvement.

04/29/96

CONSTRUCTION CONTRACT ADMINISTRATION CHECK LIST

Page 1

CDOT Region: 1

Project Code (SA#): 12319

Local Agency: Douglas County

Project No.: STA0852-082

CDOT Resident Engineer: Robert Garcia

Location: SH 85, 4 mi S of C470

Local Agency Project Manager: Art Griffith

Description: SH 85 & Titan Road Interchange

CDOT Design or Project Engineer: Carrie DeJiacomo

The following check list shall be utilized to establish the **CONSTRUCTION CONTRACT ADMINISTRATION** responsibilities of the individual parties for this project. **THE CHECK LIST SHALL BE INCORPORATED INTO THE ENTITY AGREEMENT AT PROJECT INCEPTION.**

THE CHECK LIST SHALL BE PREPARED BY PLACING AN X UNDER THE RESPONSIBLE AGENCY, OPPOSITE EACH OF THE TASKS LISTED BELOW. When CDOT is selected to be responsible or co-responsible by option, the method of the Local Agency's reimbursement for CDOT'S costs must be established.

WHEN A TASK DOES NOT APPLY TO THE PROJECT, NON-APPLICABLE (NA) SHALL BE PLACED UNDER BOTH AGENCIES, AND AN EXPLANATION OF WHY IT IS NOT APPLICABLE SHALL BE INCLUDED.

TASKS WHICH WILL BE PERFORMED BY HEADQUARTERS STAFF WILL BE SO INDICATED.

THE REGION IN ACCORDANCE WITH ESTABLISHED POLICIES AND PROCEDURES, WHEN APPLICABLE, SHALL DETERMINE WHO WILL PERFORM ALL OTHER TASKS WHICH ARE THE RESPONSIBILITY OF CDOT.

THE RESIDENT ENGINEER OR CDOT DESIGNER SHALL NOTIFY THE APPROPRIATE STAKEHOLDERS, AND THOSE ON THE MINIMUM DISTRIBUTION LIST BELOW, OF FIELD INSPECTION REVIEWS (F.I.R.) AND FINAL OFFICE REVIEWS (F.O.R.) FOR ALL L. A. PROJECTS.

IF A CHECK LIST WAS NOT INCORPORATED INTO THE ORIGINAL PROJECT AGREEMENT OR THE CONSTRUCTION CONTRACT ADMINISTRATION RESPONSIBILITIES HAVE CHANGED THE FOLLOWING PROCEDURES SHALL BE USED:

A preliminary check list shall be prepared by the CDOT Resident Engineer (RE), or CDOT Designer, in cooperation with the LADM, prior to the F.I.R. and submitted to the Region Program Engineer (RPE) with the F.I.R. notice. If Contract Administration responsibilities are changed after the F.I.R., the CDOT RE, in cooperation with the LA PM, shall prepare a revised check list and distribute copies. The CDOT RE shall prepare the FINAL check list prior to the F.O.R. and submit copies to all persons receiving the F.O.R. notice. The minimum distribution list is shown below.

- PRELIMINARY CHECK LIST - DATE 9/25/2000.**
- REVISED CHECK LIST - DATE _____.**
- FINAL CHECK LIST - DATE _____.**

COPY:
CDOT RE/PE rjg/cd
LA PM/PE ag
CDOT RPE wg
CDOT RME rl

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CONTRACT ADMINISTRATION CHECK LIST
PAGE 2

NO.	DESCRIPTION OF TASK	**	RESPONSIBLE PARTY
			<u>LOCAL</u>
			<u>AGENCY</u>
			<u>CDOT</u>
1.	Set Disadvantaged Business Enterprise (DBE) goals for the project. (CDOT Region EEO Administrative Program Specialist)	X	
2.	Set On Job Training (OJT) goals for the project. (CDOT Region EEO Administrative Program Specialist when CDOT is responsible.)	—	X
3.	Assure the correct Federal Wage Decisions, all required DBE/OJT Special Provisions and the FHWA Form 1273 are included in the Contract documents. (CDOT RE or Designer)	X	
	This project is exempt from Davis-Bacon requirements as determined by the functional classification of the project location. (Note: Projects located on local roads and rural minor collectors may be exempt.)		N/A

This project is exempt from Davis-Bacon requirements as determined by the functional classification of the project location. (Note: Projects located on local roads and rural minor collectors may be exempt.)

NA

CDOT RE or Designer Date

4. Advertise for bids/open bids. (CDOT Construction Contracts Unit, Staff Design Branch, when CDOT is responsible.)
5. Distribute "bid set" of plans and specifications to the person responsible for showing the project. (CDOT Printing and Visual Communications Center, Division of Human Resources and Administration when CDOT is responsible.)
6. Review work site and plan details with prospective bidders while project is under advertisement. (CDOT Resident Engineer when CDOT is responsible.)

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NOTE: Only one responsible party should be selected. If both are selected, a supplemental agreement specifying what task details are the responsibility of each party shall be attached to the Check List. When CDOT is responsible or co-responsible by option, the method of the Local Agency's reimbursement for CDOT's costs must be established by an attached Memorandum of Understanding (MOU).

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CONTRACT ADMINISTRATION CHECK LIST
PAGE 3

** **RESPONSIBLE PARTY**
LOCAL
AGENCY CDOT

NO. DESCRIPTION OF TASK

7. Determine compliance with DBE requirements before the Contract is awarded:	
a. Check CDOT Form #715 - Certificate of Proposed DBE Participation, when the low bidder meets DBE goals. (CDOT Business Programs Office, (303)757-9234, Room 287, Division of Human Resources and Administration)	X
b. Evaluate CDOT Form #718 - DBE Good Faith Effort Documentation, and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. (CDOT Business Programs Office)	X
c. Approve/disapprove award of Contract by completing CDOT Form #719 - DBE Participation Summary. THIS FORM MUST BE COMPLETED BEFORE THE CONTRACT IS AWARDED. (CDOT Business Programs Office)	X
8. Approve rejection of low bidder	X
9. Award Contract (CDOT Construction Contracts Unit, Staff Design Branch, when CDOT is responsible.)	— — X
10. Distribute ____ [number: minimum of six (6)] "award sets" of plans and specifications to CDOT Resident Engineer. (Further distribution will then be made to the Region Program Engineer (RPE), CDOT Staff Construction & Materials (2 sets), the Region Materials Engineer (RME), and others as required. CDOT Printing and Visual Communications Center, Division of Human Resources and Administration when CDOT is responsible.)	— — X

**

NOTE: Only one responsible party should be selected.
Refer to page 2 for additional information.

CONTRACT ADMINISTRATION CHECK LIST
PAGE 4

**** RESPONSIBLE PARTY**
LOCAL
AGENCY CDOT

NO. DESCRIPTION OF TASK

11. Issue Notice to Proceed to the Contractor (CDOT Construction Contracts Unit, Staff Design Branch, when CDOT is responsible.)	— —	X
12. Conferences:		
a. Preconstruction (Request Preconstruction packet of information from Region EEO Administrative Program Specialist prior to the conference. CDOT Resident Engineer when CDOT is responsible.)	— —	X
b. Partnering	— —	X
c. Presurvey:		
(1) Construction staking	— —	X
(2) Monumentation	— —	X
d. Structural concrete prepour	— —	X
e. Concrete pavement preparing	— —	X
f. HBP preparing	— —	X
13. Supervision of construction:		
a. Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision".	— —	X
	TO BE DETERMINED	X

Local Agency PE or CDOT RE/PE Phone number

b. Develop and distribute public notice of . . . planned construction to the media and local residents.	— —	X
---	-----	---

**

NOTE: Only one responsible party should be selected.
Refer to page 2 for additional information.

CONTRACT ADMINISTRATION CHECK LIST
PAGE 5

** **RESPONSIBLE PARTY**
LOCAL
AGENCY CDOT

NO. DESCRIPTION OF TASK

c. Competent, experienced, staff who will	— — —	
ensure the Contract work is constructed in accordance with CDOT policies, standards and procedures.		
(Refer to the CDOT Procedural Directives and the following CDOT Operating Manuals for guidance and assistance - CDOT Local Agency Federal Aid Construction Manual, CDOT Construction Manual, CDOT Field Materials Manual, CDOT Survey Manual, CDOT Standard Plans, CDOT Erosion Control Manual, CDOT Davis-Bacon Manual, CDOT EEO/Labor Compliance Manual)		X
(1) CDOT Form #205 - Sublet Permit Application:		X
(a) Check CDOT Form #713 - Contractor . . . DBE Subcontract, Supply and Service Contract Statement. Sign Form #205 if Form #713 is complete. (CDOT Region EEO Administrative Program Specialist)		X
(b) Check and sign approval of Form #205 . . . after Form #713 has been checked by the Region EEO Administrative Program Specialist.		X
(2) Construction inspection including calculations, measurements, and documentation of interim and final pay quantities.		X
(3) Conduct Contractor/Subcontractors reviews to ensure conformance with the Equal Employment Opportunity(EEO) /Affirmative Action(AA)/DBE/OJT requirements contained in the Contract. (Standard Special Provisions, Project Special Provisions and FHWA Form 1273) (CDOT Region EEO Administrative Program Specialist)		X

**

NOTE: Only one responsible party should be selected.
Refer to page 2 for additional information.

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CONTRACT ADMINISTRATION CHECK LIST
PAGE 6

NO. DESCRIPTION OF TASK	** RESPONSIBLE PARTY	
	LOCAL	AGENCY CDOT
(4) Notify CDOT Region EEO Administrative Program Specialist and request assistance for all EEO/DBE/OJT/ Davis-Bacon questions or concerns.		X
(5) Complete and submit to the CDOT Region EEO Administrative Program Specialist, the required number of CDOT Form #280 - Equal Employment Opportunity and Labor Compliance Verification.		X
(6) Monitor DBE participation to ensure compliance with the "Commercially Useful Function" requirements.		X
(7) Complete and submit to the CDOT Region EEO Administrative program Specialist, the applicable number CDOT Form #200 - OJT Training Questionnaire, when project utilizes OJTs.		X
(8) Check certified payrolls to verify Contractor/subcontractors are in compliance with Contract requirements. The checking shall be completed by project personnel trained in payroll checking. (Contact the Region EEO Administrative Program Specialist for training requirements.)		X
(9) Coordinate submittals by Contractor and all subcontractors of FHWA Form 1391 (Highway Construction Contractor's Annual EEO Report) to the CDOT Region EEO Administrative Program Specialist. The Report is due to the Region EEO Administrative Program Specialist by August 10 for all construction projects Active during the last complete week of July.		X

**

NOTE: Only one responsible party should be selected.
 Refer to page 2 for additional information.

CONTRACT ADMINISTRATION CHECK LIST
PAGE 7

**** RESPONSIBLE PARTY**
LOCAL
AGENCY CDOT

NO. DESCRIPTION OF TASK

(10) Materials:

(a) CDOT Form #250 -
 Materials Documentation Record:

I)	Fill out and distribute CDOT Form #250 before the Contractor commences work. (CDOT Region Materials Engineer when CDOT is responsible.)	— — —	X
II)	Complete Form #250 after work is completed distribute per instructions in CDOT Materials Manual.	— — —	X
(b) Approve changes to typical section ..		— —	X
(c) Development, Checking, and Design mix approvals:			
I)	Concrete	— —	X
II)	Hot Bituminous Pavement (HBP)...	— —	X
(d) Acceptance of manufactured products..		— —	X
(e) Inspecting fabrication of structural . steel and prestressed concrete structural components.		— —	X
(f) Inspecting fabrication of bearing . devices.		— —	X
(g) Laboratory Check testing		— —	X
(h) Acceptance testing		— —	X
(i) Independent assurance testing (Region Materials Laboratory will develop, complete, and distribute CDOT Form #379 - Project Independent Assurance Sampling Schedule.)			X

**

NOTE: Only one responsible party should be selected.
 Refer to page 2 for additional information.

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CONTRACT ADMINISTRATION CHECK LIST
PAGE 8

<u>NO. DESCRIPTION OF TASK</u>	**	<u>RESPONSIBLE PARTY</u>	
		<u>LOCAL</u>	<u>AGENCY</u> <u>CDOT</u>
(11) Approve sources of materials		—	— X
(12) Approve shop drawings		—	— X
(13) Perform Traffic Control Inspections ...		—	— X
(14) Approve traffic signal equipment		—	— X
(15) Construction surveying		—	— X
(16) ROW monumentation		—	— X
(17) Prepare, approve and sign vouchers for interim and final Contractor pay estimates. (CDOT Resident Engineer if CDOT is responsible.)		—	— X
Provide the name(s) and phone number(s) of The person(s) authorized for this task. Robert J. Garcia, RE 303-790-1020			_____
LA Administrator		Phone Number	_____
N/A		Phone Number	_____
LAPE			
(18) Prepare, approve and sign vouchers for interim and final Utility Company billings for utility relocation work.		—	— X
(19) Prepare and authorize CDOT Form #94 ... - Minor Contract Revision (MCR) and CDOT Form #90 - Contract Modification Order (CMO)		—	— X
(20) Approve MCRs and CMOs		—	— X
(21) Approve Federal-Aid funding for MCRs/CMOs.		—	— X
(22) Monitor project financial status and ... submit monthly in a format acceptable to the Region, such as CDOT Form #65a - Project Financial Status Report.		—	— X

**

NOTE: Only one responsible party should be selected.
Refer to page 2 for additional information.

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CONTRACT ADMINISTRATION CHECK LIST
PAGE 9

<u>NO. DESCRIPTION OF TASK</u>	<u>** RESPONSIBLE PARTY</u>
	<u>LOCAL</u> <u>AGENCY</u> <u>CDOT</u>
(23) Prepare and submit monthly progress reports to the Region Construction Engineer: CDOT Form #110a - Status of Active Construction Projects, and CDOT Form #517a - Status of Construction Project Finals.	X
(24) Contractor claims/dispute resolution Local Agency must follow CDOT procedures unless Section 105.17 of the Standard Specifications is modified by a Project Special Provision. <u>ALL contracts let for bid by the Local Agency shall contain a project special provision removing CDOT from the resolution process.</u>	X
14. Make monthly progress and final payments to the Contractor for completed work. (CDOT Center for Accounting, Division of Human Resources and Administration when CDOT is responsible.)	X
15. Make monthly progress and final payments to Utility Companies for completed utility relocation work. (CDOT Center for Accounting, Division of Human Resources and Administration when CDOT is responsible.)	X
16. Conduct routine, random, project reviews to ensure the project is being administered in accordance with the terms of the construction Contract and the approved project specific agreement between CDOT and the local agency.	X
Provide the name and phone number of the person responsible for this task.	X

Name of LA or CDOT RE/PE Phone Number
 Robert J. Garcia, RE 303-790-1020 PE to be determined at later date

**

NOTE: Only one responsible party should be selected.
 Refer to page 2 for additional information.

CONTRACT ADMINISTRATION CHECK LIST
PAGE 10

<u>NO. DESCRIPTION OF TASK</u>	<u>RESPONSIBLE PARTY</u>	
	<u>LOCAL</u>	<u>AGENCY CDOT</u>
17. Joint FHWA/CDOT Quality Assurance (QA) Review . . . Teams will conduct select program reviews in accordance with CDOT's Stewardship Plan. (CDOT Staff Construction & Materials)		X
18. Conduct final project inspection, complete and . . . submit CDOT Form #1212a - Final Acceptance Report. CDOT Resident Engineer with mandatory LA participation.		X
19. Final project acceptance, write final project . . . acceptance letter and distribute per procedures in the CDOT Construction Manual.	—	—
20. Advertise for final settlement. (CDOT Staff . . . Construction when CDOT is responsible.)	—	—
21. Prepare and distribute final das constructed . . . plans per procedures in the Construction Manual.	—	—
22. Check final quantities, final plans and the . . . final pay estimate.	—	—
23. Sign final pay estimate sheets and voucher . . .	—	—
24. Check material records . . .	—	—
25. Submit final materials certification . . .	—	—
26. Obtain CDOT Form #17 - Contractor DBE Payment . . . Certification, from the Contractor and submit to Region Program Engineer.	—	—
27. Obtain FHWA Form PR 47 (Statement of Materials and Labor Used . . .) from the Contractor, check and submit to Region Construction Engineer. (REQUIRED ONLY ON NHS PROJECTS WITH TOTAL FINAL PAYMENT EXCEEDING \$1,000,000.)	—	—
28. Complete and submit CDOT Form #950 - . . . Project Closure.	—	—
29. Retain project records. (For six years . . . from date of project closure.)	—	—

**

NOTE: Only one responsible party should be selected.
Refer to page 2 for additional information.

EXHIBIT B

RESOLUTION NO. R-001- 072

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AND DOUGLAS
COUNTY, CONCERNING SHARING PROJECT COSTS FOR THE STATE HIGHWAY 85
AND TITAN ROAD INTERCHANGE PROJECT, DOUGLAS COUNTY PROJECT
NUMBER CI 01-019 AND CDOT PROJECT # STA 0852-082, SUBACCT. 12319

58
NK

WHEREAS, CDOT and Douglas County desires to enter into an agreement concerning sharing in the construction costs associated with the State Highway 85 and Titan Road Interchange Project; and

WHEREAS, Douglas County is willing to enter into such an agreement in accordance with the terms and conditions set forth in the intergovernmental agreement attached hereto; and

WHEREAS, CDOT and Douglas County are governmental entities authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-203, C.R.S.; now, therefore,

BE IT RESOLVED, by the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, that the intergovernmental agreement between CDOT and Douglas County, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is authorized to execute the agreement on behalf of Douglas County.

PASSED AND ADOPTED this 5th day of June, 2001, in Castle Rock, Douglas County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

By: Melanie Worley
MELANIE WORLEY, Chair



ATTEST: Mary A. Niblack
MARY A. NIBLACK, Deputy Clerk to the Board

ATTACHMENT #1

THE LOCAL AGENCY SHALL USE THESE PROCEDURES TO IMPLEMENT FEDERAL-AID PROJECT AGREEMENTS WITH PROFESSIONAL CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded local agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172 and 23 CFR 172(d) state that, "When federal-aid highway funds participate in the contract a local shall use the same procedures as used by the State to administer contracts ...". Therefore, local agencies must comply with this CFR requirement and the following state procedures when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and Colorado Revised Statute (C.R.S.) 24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172.5(b)(1-6)].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a local agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting local agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting local agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for consultant services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of ten percent (10%) Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. The analysis and selection of the consultants should be done in accordance with C.R.S. 24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the project,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
- b. Past performance,
- c. Willingness to meet the time and budget requirement,
- d. Location,
- e. Current and projected work load,
- f. Volume of previously awarded contracts, and
- g. Involvement of minority consultants.

Under 24-30-1401, cost shall not be considered as a factor in the evaluation of professional consultant services.

6. Once a consultant is selected, the local agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursement for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six (6) to fifteen (15) percent of the total direct and indirect costs.
7. A qualified local agency employee shall be responsible and in charge of the project to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of project, the local agency prepares a performance evaluation (a CDOT form is available) on the consultant.
8. Each of the steps listed above is to be documented in accordance with the provisions of 49 CFR 18.42, which provide for records to be kept at least three (3) years from the date that the local agency submits its final expenditure report. Records of projects under litigation shall be kept at least three (3) years after the case has been settled.

The C.R.S. 24-30-1401 through 24-30-1408, 23 CFR Part 172, and P.D. 400.1, provide additional details for complying with the eight (8) steps just discussed.

ADDENDUM A: CONTRACT MODIFICATION TOOLS

The Local Agency and the State may use one or all of the following Contract Modification Tools, in order to more expeditiously change and amend the terms of this contract, if such use is warranted by the circumstances as described and authorized therein.

A. CHANGE ORDER.

Bilateral changes within the general scope of the contract, as defined above, may be executed using the simplified change order letter process described in this paragraph and the sample letter attached for any of the following reasons:

- a. Where the agreed changes result in no adjustment to the [price] [ceiling cost], delivery schedule, or other terms and conditions of the contract. The change letter will contain a mutual release of claims for adjustment of price, cost, time for performance, or other terms and conditions, whether based on costs of changed work or direct or indirect impacts on unchanged work, as a result of the change; or
- b. Where the changes to the contract are priced based on the unit prices to be paid for the goods or services in [Exhibit ____] [Attachment ____] of the contract; or
- c. Where the changes to the contract are priced based on established catalog prices generally extended to the public;

The written change letter will be substantially in the form at Exhibit ____, must bear the signature of the authorized agency official, the contractor, and--except where the parties agree on the face of the change order that no price/cost, schedule, or other contract adjustments are due the contractor--the State Controller or his designee. The change order letter shall refer to the basic contract and include a detailed description of the changes to the contract, the price or cost ceiling adjustment, the effective date, and (where applicable) the time within which the changed work must be done.

B. FUNDING LETTER.

Under this Contract, the Local Agency has agreed to provide funding based on the terms as described herein as needed to satisfactorily perform and complete the work, subject to the availability of funding.

Funds are currently available and encumbered for the work in the amount specified above. However, the total cost to complete the work, and the resulting total funding amount(s) to be provided by the State and Local Agency in exchange therefor, as described in this Contract or otherwise made known to the Local Agency, are only estimated.

If the parties determine that they have underestimated/overestimated these total cost of the work, they have the right to take the following action:

A. to increase/decrease the amount of available funds under this Contract.

In the event of this action, the State will notify the Local Agency thereof by Funding Letter. The Funding Letter will be in a form substantially equivalent to that in Exhibit A and it shall not be deemed valid until it shall have been signed by the Local Agency and approved by the State Controller or such assistant as he may designate.

C. Task Order.

CDOT may order the performance of additional Work within the Scope by issuing a Task Order Letter to the Contractor, as follows:

- a. After consultation with CDOT, the Contractor shall prepare a Scope proposal for additional Work (or "Task Proposal"). Each proposal shall identify: the particular tasks to be performed, as well as the time for that performance; and the maximum compensation that the State shall be obligated to pay for the satisfactory performance and completion of the Work in that proposal, using the same cost rates/structure as contained in the Contract. The Task Proposal shall reference this original Contract between the parties.
- b. Each proposal shall be as negotiated and agreed by the parties. The Contractor shall submit that proposal to the Department, all in a form acceptable to the Department.
- c. If the State desires the contractor to perform the Work proposal, a Task Order Letter in the form attached as Appendix H shall be prepared and signed by the parties. Performance of the Work, and payment for that work, shall be governed by the standards and procedures set forth in the UPWP and this Contract.
- d. Upon such negotiation and agreement by the parties, and upon execution of the Task Order Letter, the contractor warrants that performance will be successfully completed within the time and [price] [cost ceiling] identified in the Task Order. The

State's financial commitment memorialized by the Task Order Letter shall not be effective until signed by the Controller or such assistant as he may designate.

e. The maximum amount for all tasks/services identified in a proposal shall not exceed the maximum amount described in that proposal. The State's financial obligation for a particular proposal is limited by that amount, and the contractor shall accept no Task Orders which result in a cumulative proposal value which exceeds the "not to exceed" value.

Upon proper execution and approval, this letter shall become an amendment to this Agreement and, except for the General and Special Provisions of the Agreement, the letter shall supersede the Agreement in the event of a conflict between the two.

The Contractor shall not commence work to be performed under each Work Scope proposal until the date specified by the Department in the Task Order letter, and the Contractor shall complete same by the date specified in the proposal, unless the time thereof is extended.

Appendix : Work Change Order Letter

Date: _____

State Fiscal Year 1996-97

Change Order Letter No. _____

In accordance with Paragraph _____ of contract routing number _____, between the State of Colorado Department of Transportation and

[Contractor]

covering the period of _____ 1997 through _____, the undersigned agree that the Work Scope/Schedule/Plan affected by this change letter are modified as follows:

Services

The Work Scope/Schedule/Plan is amended by -----
----- (describe change).

Price/Cost

The maximum amount payable by CDOT for _____ the Work as described in Paragraph _____ is (increased/decreased) by (\$ amount of change) to a new total of (\$ _____), based on the pricing/cost in the Contract. That Paragraph is hereby modified accordingly;

OR

The parties agree that the changes made herein are "no cost" changes and shall not be the basis for claims for adjustment to [price] [cost ceiling], or other terms or conditions of the contract. The parties waive and release each other from any claims or demands for adjustment to the contract, including but not limited to price, cost, and schedule, whether based on costs of changed work or direct or indirect impacts on unchanged work. Controller approval of this "no cost" change is not required. _____ Contractor initials.
_____ CDOT initials.

Upon proper execution and approval, this letter shall become an amendment to this Agreement and, except for the General and Special Provisions of the Agreement, the letter shall supersede the Agreement in the event of a conflict between the two.

This change to the contract is intended to be effective as of _____, but, except with respect to "no cost" changes identified above, in no event shall it be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.

Please sign, date, and return all copies of this letter on or before _____ 19____.

Contractor Name:

State of Colorado:
Bill Owens, Governor

By: _____
Name _____
Title _____

By: _____
For the Executive Director
Colorado Department of Transportation

APPROVALS:

FOR THE STATE CONTROLLER
Arthur L. Barnhart

By: _____
For CDOT

By: _____
State Controller or Designee

Appendix : Task Order Letter

Date: _____

State Fiscal Year 1998-99

Task Order Letter No. _____

In accordance with Paragraph _____ of contract routing number _____, between the State of Colorado for the use and benefit of its Department of Transportation and

[Contractor]

covering the period of _____ 19_____ through _____ 19____ the undersigned agree that the services affected by this Task Order Letter are ordered/modified as follows:

Task Order Description

The contractor shall perform the _____ task in accordance with [the following specifications/statement of work] [the contractor's Task Proposal dated _____, as amended by amended Task Proposal dated _____, both of which are hereby incorporated by reference].

Price/Cost

The [price] [maximum amount payable by the State] for _____ [service] _____ described above _____ is (\$ _____) for a new contract total of (\$ _____).

Performance Period.

The contractor will complete the performance in this Task Order by _____ [date].

This Task Order is executed pursuant to paragraph _____ of the original Contract. The parties agree that all work shall be performed according to the standards and terms set forth in the original Contract. In the event of any conflict or inconsistency between this amendment and the original Contract, such conflict or inconsistency shall be resolved by reference to these documents in the following order: Special Provisions, original Contract, attachments/exhibits to the original Contract, this Task Order Letter, attachments/exhibits to this Task Order Letter, then Task Order Proposal.

This Task Order is effective as of _____. In no event shall it be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.

Contractor Name: State of Colorado:
Bill Owens, Governor

By: _____ By: _____
Name _____ For the Executive Director
Title _____ Colorado Department of Transportation

APPROVALS:

FOR THE STATE CONTROLLER
Arthur L. Barnhart

By: _____
State Controller or Designee